



**AMENDED AND RESTATED
EXCLUSIVE FRANCHISE AGREEMENT
FOR COMPREHENSIVE SOLID WASTE SERVICES
BETWEEN
THE CITY OF BELL
AND
CONSOLIDATED DISPOSAL SERVICE, L.L.C.**

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**AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT
FOR COMPREHENSIVE SOLID WASTE SERVICES**

THIS AMENDED AND RESTATED EXCLUSIVE FRANCHISE AGREEMENT FOR COMPREHENSIVE SOLID WASTE SERVICES (“**Agreement**”) is entered by and between the CITY OF BELL, a California Charter City, hereinafter referred to as “**City**,” and CONSOLIDATED DISPOSAL SERVICE LLC, a Delaware limited liability company hereinafter referred to as “**Franchisee**,” with this Agreement effective the 1st day of October 2024 (“**Effective Date**”) with commencement of services contemplated by this Agreement beginning on the Effective Date or as statutory or regulatory enforcement obligations arise under Applicable Law (the “**Commencement Date**”).

RECITALS

WHEREAS, City and Franchisee entered into that certain “Exclusive Franchise Agreement for Comprehensive Solid Waste Services” dated July 1, 2012 as has been amended from time-to-time (the “**Existing Agreement**”). This Agreement restates and supersedes the Existing Agreement, as has been negotiated from the Existing Agreement term ending March 1, 2024, in order to continue Franchisee’s solid waste, recycling and organic waste services in the City of Bell subject to the terms of this Agreement in accord with recent changes in law, as further detailed hereinbelow; and

WHEREAS, Article XI, § 7 of the California Constitution authorizes cities to protect public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and

WHEREAS, City is obligated to protect the public health and safety of the residents and businesses in the City, and arrangements made by solid waste enterprises and recyclers for the collection of residential and commercial solid wastes should be made in a manner consistent with the exercise of the City’s police power for the protection of public health and safety; and

WHEREAS, as further described below, due to the importance of solid waste collection and disposal as an essential municipal service; the complicated regulatory and legal framework governing it; and the need for an integrated waste management system which disposes of waste in a healthful and economic fashion, reduces waste generation and promotes reuse and recycling, limits the potential for waste to degrade water sources or contaminate the environment, City finds it necessary to maintain its exclusive franchise to a single franchisee; and for such privilege, and in consideration of Franchisee’s obligations hereunder, City shall collect a franchise fee as provided herein; and

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“**AB 939**”), established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse and recycling as integrated waste management practices for discarded materials to sources within their respective jurisdictions; and

WHEREAS, AB 939 requires cities and counties to reduce, reuse, and recycle (including composting) discarded materials generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment; and

WHEREAS, Assembly Bill 341 of 2011 (“**AB 341**”) places requirements on businesses and multi-family property owners that generate a specified threshold amount of discarded materials to arrange for recycling services and requires the City to implement a mandatory commercial recycling program; and

WHEREAS, Assembly Bill 1826 of 2014 (“**AB 1826**”) requires businesses and multi-family property owners that generate a specified threshold amount of organic waste per week to arrange for recycling services for that waste, requires cities to implement a recycling program to divert organic waste from businesses subject to the law, and requires cities to implement a mandatory commercial organics recycling program; and

WHEREAS, Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act of 2016 (“**SB 1383**”), requires the California Department of Resources Recycling and Recovery (“**CalRecycle**”) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 Regulations place requirements on multiple entities including the City of Bell’s residential households, commercial businesses and business owners, commercial Edible Food Generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the Federal Clean Water Act of 1972 establishes water quality standards for all contaminants in surface waters, requires the implementation of wastewater pollution control programs, and at Section 402 thereof, authorizes the National Pollutant Discharge Elimination System (“**NPDES**”) permit system to control, by regulations issued at 40 CFR § 122.1 *et seq.*, water pollution by regulating point sources that discharge pollutants into waters of the United States, which Stormwater Programs are administered regionally through rules, regulations and mandates promulgated by the Los Angeles Regional Water Quality Control Board; and

WHEREAS, City and Franchisee are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of residential and commercial solid waste, recyclable and organic materials, including AB 939, AB 341, AB 1826 SB 1383, the Resource Conservation and Recovery Act (“**RCRA**”), 42 U.S.C. §§ 6901 *et seq.*, the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), 42 U.S.C. §§ 9601 *et seq.*; the Electronic Waste Recycling Act of 2003 (SB 20, Chapter 526, Statutes of 2003; SB 50, Chapter 863, Statutes of 2004; AB 575 Chapter 59, Statutes of 2011), laws governing Universal Waste, including, but not limited to, Universal Waste Electronics Devices (“**UWED**”), non-empty aerosol cans, fluorescent tubes, high intensity discharge lamps, sodium vapor lamps, and any other lamp exhibiting a characteristic of a hazardous waste, batteries (rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, small sealed lead acid batteries, alkaline batteries, carbon-zinc batteries and any other batteries which exhibit the characteristic of a hazardous waste), mercury thermometers, mercury-containing switches; and

WHEREAS, City and Franchisee desire to make it clear hereunder as to their respective roles that by entering into this Agreement, City is not thereby becoming a “generator” or an “arranger” as those terms are used in the context of CERCLA § 107(a)(3) and that it is the Franchisee, an independent entity, not City, which will arrange to collect discarded materials from single family dwellings, multiple family dwellings and commercial customers in the City, transport for recycling and disposal and dispose of such discarded materials, which may contain small amounts of household products with the characteristics of hazardous wastes, Collect and compost organic waste and collect and recycle recyclable materials (including organic waste) from single family dwellings, multiple family

dwellings, and commercial customers in the City of Bell, and collect and recycle or dispose of construction and demolition materials; and

WHEREAS, City and Franchisee agree that, subject to City's exercise of its reserved flow control right under of this Agreement, the Franchisee will only utilize landfill or transformation facility destinations for the non-recyclable residential and commercial disposal materials, which Franchisee will arrange to Collect and which destinations City's City Manager has approved in writing. The Franchisee is free at all times to petition the City for the inclusion or addition of any lawfully permitted facility and nothing in this Agreement or other action of the City shall be construed to give rise to any inference that the City has any title, ownership or right of possession of materials disposed for Franchisee's collection; and

WHEREAS, Franchisee represents and warrants to City that Franchisee has the experience and qualifications to conduct recycling and waste diversion programs, to provide City with information sufficient to meet the City's reporting requirements to CalRecycle and any other State, County, or additional agencies with jurisdiction over the portion of the City's waste stream that is collected by the Franchisee, and that Franchisee shall submit any such data required by the City to meet its reporting obligations in a format approved by the City and compliant with all laws (including without limitation SB 1383); and

WHEREAS, Franchisee represents that it employs qualified persons responsible for the day-to-day collection, safe transport, and disposal of discarded materials and that such persons will operate equipment and otherwise conduct all activities in a safe manner which shall minimize the adverse effects of collection vehicles on air quality and traffic, and that Franchisee has the ability to indemnify City in accordance with this Agreement; and

WHEREAS, the City Council finds and determines pursuant to California Public Resources Code § 40059(a)(1) that the public interest, health, safety and well-being, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, the implementation of measures consistent with the City's Source Reduction and Recycling Element, would be served if Franchisee were to continued its exclusive franchise for collection, recycling, diversion and disposal of solid waste, recyclables and organic waste from customers in the City.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, TERMS, AND CONDITIONS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS: DELEGATION OF AUTHORITY.

1.1 General.

Whenever any term used in this Agreement has been defined by the City of Bell Municipal Code (Chapters 8.24 and 8.26), California Code of Regulations, or California Public Resources Code, the definitions in the City Code, California Code of Regulations, or Public Resources Code shall apply.

1.2 Definitions.

Except as provided in Section [1.1](#), words beginning with lower case letters are being used with their common ordinary meanings, not as defined terms. Otherwise, the following capitalized words and terms shall have the following respective meanings:

1.2.1 AB 939.

“AB 939” means the California Integrated Waste Management Act of 1989, Public Resources Code Section 40000 et seq. and regulations promulgated thereunder, as amended from time to time.

1.2.2 AB 939/SB 1383 Program Fee.

“AB 939/SB 1383 Program Fee” shall mean that annual fee established by the City and collected from the Franchisee to fund the administrative and related costs of the City for compliance with the Waste Diversion mandates of the State, which fee shall be in the amount further described in [Section 3.5.1](#).

1.2.3 Affiliate (non-capitalized and all variations thereof).

“Affiliate” means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Franchisee by virtue of direct or indirect ownership interest or common management and shall be deemed to be “affiliated with” Franchisee and included within the term “affiliates” as used herein. An affiliate shall include a business in which Franchisee owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Franchisee, and/or a business that is also owned, controlled, or managed by any business or individual that has a direct or indirect ownership interest in Franchisee.

1.2.4 Agreed Upon Procedure.

“Agreed Upon Procedure” shall mean the procedures and methodology approved by the City’s City Manager for review and audit of Franchisee’s financial records in connection with this Agreement.

1.2.5 Agreement.

“Agreement” means this Amended and Restated Agreement for Provision of Comprehensive Solid Waste Services.

1.2.6 Applicable Law.

“Applicable Law” means all Federal, State, County, and local laws, regulations, rules, orders, judgments, degrees, permits, approvals, or other requirements of any governmental entity (including City Ordinances, Bell Municipal Code Chapters 8.24 and 8.26, as the same exists or may be amended in the future of the Municipal Code of the City of Bell) or regulatory or quasi-regulatory authority having jurisdiction over any and all aspects of Franchisee’s performance of this Agreement or Collection services hereunder, including judicial interpretations thereof, that are in force on the Effective Date including without limitation AB 939, AB 341, AB 1826, and SB 1383 and all implementing regulations of CalRecycle.

1.2.7 Approved C&D Processing Facility.

“Approved C&D Processing Facility” means the facility(ies) identified in Exhibit E licensed for the handling, Processing and Recycling or disposal (as appropriate) of Construction and Demolition Debris, and which is Franchisee selected and City approved.

1.2.8 Approved Facility(ies).

“Approved Facility(ies)” means any one of or any combination of the: Approved C&D Processing Facility; the Disposal Facility; Approved Organic Waste Processing Facility; Approved Source Separated Recyclable Materials Processing Facility.

1.2.9 Approved Organic Waste Processing Facility.

“Approved Organic Waste Processing Facility” means the facility(ies) identified in Exhibit E licensed for the handling, Processing and Recycling or disposal (as appropriate) of Organic Waste, and which is Franchisee selected and City approved.

1.2.10 Approved Source Separated Recyclable Materials Processing Facility.

“Approved Source Separated Recyclable Materials Processing Facility” means the facility(ies) identified in Exhibit E licensed for the handling, Processing and Recycling of Source Separated Recyclables, and which is Franchisee selected and City approved.

1.2.11 Approved Transfer Facility.

“Approved Transfer Facility” means the facility(ies) identified in Exhibit E, which is a transfer station owned or operated by Franchisee or its Affiliates, and which is Franchisee selected and City approved.

1.2.12 Bin(s).

“Bin(s)” means those Containers provided by Franchisee for Commercial Premises and Multi-Family Premises. Bins are Containers usually 2-6 cubic yards in size, which are picked up by trucks by means of front-loading apparatus.

1.2.13 Biohazardous or Biomedical Wastes.

“Biohazardous or Biomedical Wastes” means wastes, which may cause disease or reasonably be suspected of harboring pathogenic organisms, including, but not limited to, waste resulting from the operation of medical clinics, hospitals and other facilities producing wastes that may consist of, but are not limited to, diseased human and animal parts, contaminated bandages, pathological specimens, infectious waste, hypodermic needles, contaminated clothing and surgical gloves.

1.2.14 Black Container.

“Black Container” means that Container provided by Franchisee, as described in 14 CCR Section 18982.2(a)(28), to be used for the purpose of storage and Collection of Black Container Waste.

1.2.15 Black Container Waste.

“Black Container Waste” means all Solid Waste that is not otherwise designated for Source Separation into, and storage in, the Green or Blue Containers. Black Container Waste does not include Excluded Waste.

1.2.16 Blue Container.

“Blue Container” means that Container provided by Franchisee, as described in 14 CCR Section 18982.2(a)(5), to be used for the purpose of storage and Collection of Blue Container Waste. Blue Containers shall comply with the color requirements of 14 CCR Section 18984.7 upon such time as new or replaced Containers are put into service in accordance with [Section 5.2.4](#).

1.2.17 Blue Container Waste.

“Blue Container Waste” means (1) Source Separated Recyclables, and (2) Source Separated Organic Waste that is not designated for placement in a Green Container (e.g., paper, untreated wood). Blue Container Waste does not include Excluded Waste.

1.2.18 Bulky Waste.

“Bulky Waste” means discarded appliances (including refrigerators and other White Goods), furniture, carpets, mattresses, passenger vehicle tires, E-Waste, bundled and tied yard waste and/or wood waste that cannot fit in a Green Cart due to its size, and items which require special Collection due to their size or nature, but can be Collected without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. Bulky Waste must be generated by the Customer and at the service address from which the Bulky Wastes are Collected. Bulky Waste does not include Excluded Waste, abandoned automobiles, auto parts, whole trees, Construction and Demolition Debris, jacuzzi tubs or spas, hot tubs, trampolines or items that cannot be safely handled by two Persons or weigh more than two hundred (200) pounds.

1.2.19 California Code of Regulations or CCRs.

“California Code of Regulations or CCRs” means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).

1.2.20 CalRecycle.

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the State Department designated with responsibility for developing, implementing, and enforcing SB 1383 and related Applicable Laws on jurisdictions and other regulated entities.

1.2.21 Cart(s).

“Cart(s)” means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of approximately no less than 32-gallons and approximately no greater than 96-gallons.

1.2.22 City.

“City” means the City of Bell, a municipal corporation organized under the laws of the State of California, and all of the territory lying within the municipal boundaries of the City as presently existing and, subject to the provisions of Section 3.1.3, all geographic areas which may be added or annexed thereto during the Term of this Agreement.

1.2.23 City Facility.

“City Facility” means any building, park or other site owned, leased or used by the City.

1.2.24 City Manager.

“City Manager” means the Manager of the City or his or her designee(s).

1.2.25 Closing.

“Closing” means the process of execution and deliveries by the Parties to establish the Effective Date hereof.

1.2.26 Collection, Collect, or Collected.

“Collection”, “Collect”, or “Collected,” or any variation thereof means removing Solid Waste, Recyclables, Organics, and Construction and Demolition Debris from a Customer and transporting it to a Disposal Facility, Organic Waste Processing Facility, Materials Recycling (or Recovery) Facility, or Transfer Station.

1.2.27 Collection Location.

“Collection Location” means the appropriate location for placement of Containers at a locale appropriate and accessible for Franchisee’s Collection of Discarded Materials in accordance with the City of Bell Municipal Code and as determined by Franchisee. Collection Locations for Single Family Residential Units, for example, are generally Curbside or from alleyways adjacent to the Premises.

1.2.28 Commencement Date.

“Commencement Date” means Franchisee’s commencement of services contemplated by this Agreement beginning on the Effective Date or as statutory or regulatory enforcement obligations arise under Applicable Law. The Commencement Date predates the Effective Date as certain Franchisee services under newer Applicable Laws commenced, and are hereby ratified, prior to the Effective Date.

1.2.29 Commercial Premises.

“Commercial Premises” means Customers at all Premises in the City other than Residential Premises upon which a business activity is conducted including but not limited to retail sales, wholesale operations, manufacturing, assembling, storage, industrial operations, and services, including, but not limited to, professional services, hospitality services, and restaurant and food services, but excluding Single Family Dwellings upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. The term “Commercial Premises” includes, but is not limited to, stores, offices, Federal and local governmental facilities, including, but not limited to, schools, special districts and water districts (to the extent provided by law), restaurants, manufacturing, processing, assembly shops or plants, or other industrial facilities, hospitals, clinics, community care facilities, convalescent centers and nursing homes, rooming houses, hotels, motels or other transient occupancy facilities. A Multi-Family Residential Unit complex that consists of fewer than five (5) units is not a Commercial Premises for purposes of this Agreement.

1.2.30 Compensation Schedule.

“Compensation Schedule” shall mean that set of prices established by the City to compensate the Franchisee for the full costs of the Collection, Processing, Recycling, Composting, and/or transformation or Landfill disposal of Solid Wastes, inclusive of all City fees and program costs.

1.2.31 Compost, Compost(ing) or Compostable(s).

“Compost,” “Compost(ing),” “Compostable(s)” or any variation thereof means the product, process or materials, resulting from, or related to, the controlled biological decomposition of Organic Wastes that are Source Separated from the stream of other Discarded Materials, or which are separated at a centralized facility.

1.2.32 Construction and Demolition Debris or C&D Material.

“Construction and Demolition Material” or “C&D Material,” means used or discarded construction materials removed from a Premise during the construction, remodeling, grading, land clearing, renovation, demolition, or other similar construction or demolition activities, including rocks, soil, tree remains, and other Green Waste, which normally results from, and is ancillary to, land clearing or land development operations, construction or demolition, as further defined in California Code of Regulations, Title 22 Section 66261.3 *et seq.* This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting; plastic pipe and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.

1.2.33 Container.

“Container” means any and all types of receptacles for Discarded Material, including Carts, Bins, and Roll-Off Boxes.

1.2.34 Contamination Fee.

“Contamination Fee” means a special fee, as specified in [Exhibit A](#) hereto, charged by Franchisee to Customers with either (i) Prohibited Container Contaminants to recover Franchisee’s costs for separating and Processing Prohibited Container Contaminants from materials Collected by Franchisee in accordance with this Agreement, or (ii) for arranging special, unscheduled Collections, due to placement of Prohibited Container Contaminants, or (iii) resolving Customer violations relating to Excluded Waste.

1.2.35 Contract Preparation Fee.

“Contract Preparation Fee” shall mean that one-time administrative fee payable by Franchisee to City for preparation and implementation of this Agreement in accord with [Section 3.6](#).

1.2.36 Contract Year.

“Contract Year” means each annual period starting from the Effective Date and recurring thereafter from the Effective Date’s anniversary.

1.2.37 County.

“County” means the County of Los Angeles.

1.2.38 CPI.

“CPI” means U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: Water and Sewer and Trash (“WST”) Collection Services in U.S. City Average [CUUR0000SEHG], as published by the United States Department of Labor, Bureau of Labor Statistics.

1.2.39 Curbside.

“Curbside” means a Collection Location for placement of Containers that provides for convenient and efficient access by Franchisee’s Collection equipment from the side of a road or sidewalk, or near to the curb.

1.2.40 Customer.

“Customer” means any Person or entity receiving service from Franchisee under this Agreement, or the Person arranging and obligated to pay for services pursuant to this Agreement, as the case may be, for Collection, handling and Processing of Discarded Materials. The Customer may or may not be the Generator of Discarded Materials.

1.2.41 Day.

“Day” means calendar day, unless otherwise stated in this Agreement.

1.2.42 Discarded Materials.

“Discarded Materials” means Recyclable Materials, Organic Waste, Solid Waste, and Construction and Demolition Debris placed by a Customer or Generator in a Container and/or at a Collection Location for the purposes of Collection, handling and Processing by Franchisee. For the purpose of this Agreement, Discarded Materials does not include Edible Food or Excluded Waste.

1.2.43 Disposal Facility.

“Disposal Facility” means such Landfill owned or operated by Franchisee or its Affiliates licensed, certified and operational to accept and dispose of Black Container Waste. Currently, Black Container Waste is deposited at a certified Landfill in Los Angeles County (Sunshine Canyon Landfill). The Franchisee shall use its best efforts to assure that the waste continues to be deposited at a legally certified Landfill should County change its methods of waste management or its waste stream management. The Franchisee guarantees that should there be no remaining capacity in the currently-utilized Landfill at any time during the Term of this Agreement, it will take the City’s Black Container Waste to an alternate Landfill owned or operated by Franchisee at the same price that the City would have paid at Sunshine Canyon Landfill or Franchisee may request a rate adjustment for increased costs as set forth in [Section 10.4.2](#).

1.2.44 Disposal Fee.

“Disposal Fee” means those costs imposed at the Disposal Facility for the handling or dumping of Solid Waste Collected by Franchisee.

1.2.45 Divert or Diversion; Waste Diversion.

“Divert,” “Diversion” or “Waste Diversion” all mean activities which reduce or eliminate Discarded Materials from disposal in Landfills (pursuant to 14 CCR Division 7, Chapter 12, Article 2), incineration, gasification or transformation, as defined in Public Resources Code Section 40201. Diversion includes but is not limited to Source Reduction, reuse, salvage, Recycling, and Composting.

1.2.46 Edible Food.

“Edible Food” means food intended for, and remains suitable for, human consumption. For the purposes of this Agreement Edible Food is not a Discarded Material if it is recovered for redistribution to Persons or organizations for human consumption, and thus not discarded for Franchisee Collection.

Edible Food does not include food that does not meet the food safety requirements of the California Retail Food Code and nothing in this Agreement requires or authorizes the recovery of food not meeting such standards.

1.2.47 Effective Date.

The term “Effective Date” means the date establishing effectiveness of this Agreement, October 1, 2024, which date shall be entered on the first page hereof.

1.2.48 E-Waste.

“E-Waste” means discarded electronic devices, as that term is defined in 22 CCR Section 66273.9. Examples of E-Waste include: computer monitors, televisions, cash registers and oscilloscopes (CRT devices), computers, computer peripherals, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, and some appliances. E-Waste does not mean a major White Good, as defined in Public Resources Code section 42166, or other devices which are: (1) comprised largely of metals; (2) qualify as “scrap metal” as defined in section 66260.10; and (3) are Recycled.

1.2.49 Excluded Waste.

“Excluded Waste” means Biomedical Waste, Hazardous Waste, Hazardous Substances, Universal Waste, Special Waste, volatile, corrosive, infectious, Biohazardous, and toxic substances or material, waste that Franchisee reasonably believes would, as a result of or upon disposal, be a violation of Applicable Law, including land use restrictions or conditions, waste that cannot be disposed of in Class III Landfills, waste that in Franchisee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Franchisee or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Containers after implementation of programs for the safe Collection, Recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Franchisee is not required to Collect Excluded Waste.

1.2.50 Food Waste.

“Food Waste” means all food waste such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells and Compostable Food-Soiled Paper. Food Waste excludes fats, oils, and grease when such materials are Source Separated from other Food Waste. Food Waste does not include Edible Food if it is recovered for redistribution to Persons or organizations for human consumption, and thus not discarded for Franchisee Collection.

1.2.51 Food-Soiled Paper.

“Food-Soiled Paper” means Compostable paper material that has come in contact with food or liquid, such as, but not limited to, Compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons. Food-Soiled Paper is a subset of Food Waste. Food-Soiled Paper does not include non-Compostable paper.

1.2.52 Franchise.

“Franchise” means the exclusive right and privilege granted by this Agreement to Franchisee for its Collection, handling and Processing of Discarded Materials.

1.2.53 Franchisee.

“Franchisee” means CONSOLIDATED DISPOSAL SERVICE L.L.C., a Delaware limited liability company.

1.2.54 Franchise Fee.

“Franchise Fee” shall mean an amount paid to City, based on a percentage of Franchisee’s Gross Receipts, for the value of the granted Franchise and right of Franchisee providing exclusive City Discarded Materials services, for any Franchise service, or related service, provided under this Agreement.

1.2.55 Generator.

“Generator” means a Customer or any Person whose act first causes Discarded Materials or Excluded Waste to become subject to regulation under this Agreement or under Federal, State, or local regulations.

1.2.56 Green Container.

“Green Container” means that Container provided by Franchisee, as described in 14 CCR Section 18982.2(a)(5), to be used for the purpose of storage and Collection of Green Container Waste.

1.2.57 Green Container Waste.

“Green Container Waste” means Source Separated Organic Waste that is not designated for placement or storage in a Blue Container (i.e., Green Waste and Food Waste) or Black Container. Green Container Waste does not include Excluded Waste or manure.

1.2.58 Green Waste.

“Green Waste” means leaves, grass, clippings, brush and branches generated from landscapes or gardens at Residential, Multi-Family or Commercial Premises, and incidental pieces of untreated scrap lumber resulting from yard and landscaping installation, maintenance, or removal that have been Source Separated, and similar materials generated at any Premises that fit within a Customer’s Franchisee-provided Green Waste Container. Materials not meeting these specifications are considered Bulky Waste when separated from other Discarded Materials and properly placed by the Customer for Collection by Franchisee as Bulky Waste in accordance with this Agreement. “Green Waste” includes Holiday trees but does not include materials that do not fully fit within the provided Green Container without overflow. Green Waste does not include Excluded Waste.

1.2.59 Gross Receipts.

“Gross Receipts” means all monetary amounts actually collected or received by Franchisee for the provision of Integrated Solid Waste Handling Services pursuant to this Agreement, including but not necessarily limited to: all receipts from Service Recipients, inclusive of late charges, contamination charges, Franchise Fees, NPDES fees, any other City fees, or any other cost of doing business. “Gross Receipts,” for purposes of this Agreement, does not include any fee or charge levied by the City directly on Service Recipients to mitigate costs incurred by City which is billed, collected and remitted to City by Franchisee, or revenues generated from the sale of Recyclable Material, Compost or energy, grants, cash awards, State of California Department of Conservation payments, or rebates resulting from the performance of this Agreement.

1.2.60 Hauler Route.

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s Collection service area, as defined in 14 CCR Section 18982(a)(31.5).

1.2.61 Hazardous Substances.

Hazardous Substances” means any of the following:

- (a) Any substance defined, regulated or listed (directly or by reference) as “hazardous substances”, “hazardous materials”, “hazardous wastes”, “toxic waste”, “pollutant” or “toxic substances” or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC Section 5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; (iv) the Clean Water Act, 33 USC Section 1251, et seq.; (v) California Health and Safety Code Sections 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC Section 7401, et seq.; and (vii) California Water Code Section 13050;
- (b) Any amendments, rules, or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and
- (c) Any other hazardous or toxic substance, material, chemical, waste, or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, and local environmental laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl (“PCBs”), petroleum, natural gas and synthetic fuel products, and by-products.

1.2.62 Hazardous Waste

“Hazardous Waste” means waste defined as hazardous by Health and Safety Code Section 25117, including:

- (a) A waste or combination of wastes which, because of its quantity, concentration, or physical, chemical or infectious characteristics, may either
 - (i) cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness, or
 - (ii) pose a substantial present or potential hazard to human health or environment when improperly treated, stored, transported or disposed of, or otherwise managed;
- (b) A waste which meets any of the criteria for the identification of a hazardous waste adopted by the California Environmental Protection Agency’s Division

of Toxic Substances Control pursuant to Health and Safety Code Section 25141;

- (c) Any chemical, pollutant, contaminant, hazardous or toxic substance, constituent or material that under Applicable Law is considered to be hazardous or toxic or is or may be required to be remediated, including, without limitation,
 - (i) Any petroleum or petroleum products and their derivatives, radioactive materials, asbestos in any form that is or could become friable, transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls and processes and certain cooling systems that use chlorofluorocarbons, or
 - (ii) Any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” or any words of similar import pursuant to Applicable Law.

1.2.63 Hazardous Waste Program Fee.

“Hazardous Waste Program Fee” shall mean that annual fee established by the City and collected from the Franchisee to fund programs established by City pursuant to the Federal Clean Water Act of 1987, program related to responsible HHW management, program related to responsible medical waste management, and the general administrative and reporting costs of the City related to compliance hereto.

1.2.64 HHWE.

“HHWE” means the City’s Household Hazardous Wastes Element.

1.2.65 Holiday.

“Holiday” means holidays prescribed by the City of Bell specific to Franchisee service. These prescribed holidays include: New Year’s Day, Labor Day, Veteran’s Day, Memorial Day, Thanksgiving Day, Independence Day, Christmas.

1.2.66 Household Hazardous Waste or HHW.

“Household Hazardous Waste” or “HHW” means waste materials meeting the requirements of 14 CCR Section 18502(12) that are generated in small or de minimis quantities at Residential Premises.

1.2.67 Landfill.

“Landfill” means a “Solid Waste Landfill” as defined by Public Resources Code Section 40195.1.

1.2.68 Large Event.

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per Day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space

when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

1.2.69 Maximum Rate Schedule.

“Maximum Rate Schedule” means that schedule of rates charged to all Customer categories located in the City by Franchisee for Franchisee’s waste hauling services, which Maximum Service Rates are effective as provided in [Section 10.2](#) and are attached hereto as [Exhibit A](#).

1.2.70 Mulch.

“Mulch” means a layer of material applied on top of soil, and, for the purposes of the Agreement, Mulch shall conform with the following conditions as specified in 14 CCR Section 18993.1(f)(4):

- (a) Meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- (b) Was produced at one or more of the following types of facilities:
 - (i) A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR, Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - (ii) A transfer station or Processing operation as defined in 14 CCR Section 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR, Division 7; or
 - (iii) A Solid Waste Landfill.

1.2.71 Multi-Family or Multi-Family Premises.

“Multi-Family” or “Multi-Family Premises” means of, from, or pertaining to Residential Premises. Residential Multi-Family includes Premises with fewer than five (5) dwelling units. Commercial Multi-Family includes Premises with five (5) or more dwelling units. Multi-Family Premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses. References to “Multi-Family Dwelling Unit” refer to an individual unit of the Multi-Family Premises.

1.2.72 NPDES Program Fee.

“NPDES Program Fee” means the annual fee established by the City and collected from the Franchisee to fund the administrative and related costs of the City to carry out the Stormwater Program to achieve compliance with the Clean Water Act of 1972, including those portions, at Section 402 thereof, governing the National Pollutant Discharge Elimination System enacted to eliminate discharges into the Nation’s waterways including stormwaters, by regulations issued at 40 CFR § 122.1 et seq., and by the rules, regulations and other mandates promulgated by the Los Angeles Regional Water Quality Control Board and other governmental entities to comply therewith and with other similar Federal and State laws, which Fee shall be and is further described in [Section 3.4](#).

1.2.73 Oil Waste.

“Oil Waste” means used motor oil and used oil filters.

1.2.74 Organic Waste or Organics.

“Organic Waste” or “Organics” means Discarded Material originating from living organisms and their metabolic waste products, including but not limited to nonhazardous or untreated wood waste, paper, organic textiles, biosolids, digestate and sludges, Food Waste, hair, and Green Waste that are accepted for Processing by the Approved Organic Waste Processing Facility utilized by Franchisee under this Agreement. Organic Waste does not include Excluded Waste or manure. For purposes of this Agreement, non-organic textiles shall be treated as Solid Waste, and Printing and Writing Paper and Paper Products (each as defined in 14 CCR Section 18982(a)) shall be treated as Recyclables.

1.2.75 Owner.

“Owner” means the Person, organization or corporation holding the legal title to the real property constituting the Premises to which Solid Waste management services are provided or required to be provided. For the purposes of provisions in this Agreement pertaining to the sending of notices, billings or other communications by Franchisee to an Owner, Franchisee may regard as the Owner the Person, organization, corporation or other entity shown in the records of the Assessor of the County or as may be indicated by documents recorded in the Office of the Recorder of the County.

1.2.76 Overage Fee.

“Overage Fee” means a special fee, as specified in [Exhibit A](#) hereto, charged to Residential, Multi-Family or Commercial Premises by Franchisee to compensate it for its expenses in documenting and Collecting overfilled Containers.

1.2.77 Person.

“Person” means an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever.

1.2.78 Premises.

“Premises” means a Customer’s tract or parcel of land with or without habitable buildings or appurtenant structures, and refers to any and all Residential, Multi-Family or Commercial Premises.

1.2.79 Process(ing).

“Process(ing)” means Franchisee’s controlled separation, recovery, volume reduction, conversion, disposal or Recycling of Source Separated Discarded Materials including, but not limited to, organized, manual, automated, or mechanical sorting, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, as defined in 14 CCR Section 17402(a)(20).

1.2.80 Prohibited Container Contaminants.

“Prohibited Container Contaminants” means the following: (i) Discarded Materials placed in the Blue Container that are not designated as acceptable Blue Container Waste under this Agreement; (ii) Discarded Materials placed in the Green Container that are not designated as acceptable Green Container Waste under this Agreement; (iii) Discarded Materials placed in the Black Container that

are otherwise designated as acceptable in either the Blue Container or Green Container under this Agreement; and, (iv) Excluded Waste placed in any Container.

1.2.81 Proposition 218.

“Proposition 218” means Articles XIII A, XIII C and XIII D of the California Constitution and any implementing legislation promulgated thereunder, as may be amended from time to time (including without limitation those amendments effected by Proposition 26 of 2010).

1.2.82 Recyclable Materials or Recyclables.

“Recyclable Materials” or “Recyclables” means material that has been Source Separated from other Discarded Materials at a Premises for the intended purpose of Collection and Processing to return it to the economy in the form of raw materials for new, reused, or reconstituted products by means of available markets and processes. As of the effective date, the list of acceptable Recyclables consists of empty aluminum cans; empty glass jars and bottles; steel and tin cans; empty aerosol containers; empty polyethylene terephthalate plastic ("PET") with symbol #1; high density polyethylene plastic ("HDPE") with symbol #2; plastic with symbol #5; plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable by plastic type number, but excluding expanded polystyrene, plastic film and plastic bags even if containing Recyclable Materials); metal foil; dry newspaper; dry mixed paper (e.g., ledger, computer paper, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and nonmetallic wrapping paper); dry corrugated cardboard; and telephone books. City and Franchisee agree to meet and confer from time to time as needed to modify the list of acceptable Recyclable Materials to address developments in Processing technologies, emerging uses for types of materials, or changes in available markets. Recyclable Materials does not include Excluded Waste.

1.2.83 Recycle, Recycling, Recycled.

“Recycle”, “Recycling”, “Recycled” or any variation thereof means the act of having Processed Recyclable Materials into a form suitable for reuse and having marketed those Processed materials for a use consistent with the requirements of Applicable Law, using commercially available markets and processes. Recycling includes processes deemed to constitute a reduction of Landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

1.2.84 Refuse Impact Reduction Laws.

“Refuse Impact Reduction Laws” means AB 939, AB 32, AB 341, AB 1826, SB 1383, and related laws pertaining to the environmental impacts of Solid Waste Landfilling and setting standards and mandates of Diversion in response to such impacts, all as such Refuse Impact Reduction Laws may be enacted or amended in the future.

1.2.85 Renewable Natural Gas (RNG).

“Renewable Natural Gas” or “RNG” means gas derived from Organic Waste that has been Diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

1.2.86 Residential Premises or Residential.

“Residential Premises” or “Residential” means Premises upon which dwelling units exist, including Single Family Premises and Residential (e.g., apartments and condominiums) complexes with fewer than five (5) dwelling units, but does not include hotels or motels. Hotels, motels and other transient occupancy businesses shall be considered Commercial Premises under this Agreement.

1.2.87 Roll-Off Box or Roll-Offs.

“Roll-Off Box” or “Roll-Offs” means an open top metal Container with a capacity of ten (10) to forty (40) cubic yards capable of being loaded via winch onto a roll-off vehicle equipped with rails.

1.2.88 Route Review.

“Route Review” means a visual inspection of Containers along a Hauler Route for the purpose of determining Container contamination and may include mechanical inspection methods such as the use of cameras.

1.2.89 SB 1383 or SB 1383 Regulations.

“SB 1383” or “SB 1383 Regulations” means the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted on November 3, 2020, that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

1.2.90 Self-Hauler, or Self-Haul, or Self-Hauling.

“Self-Hauler,” or “Self-Haul,” or “Self-Hauling” means a Person who hauls Discarded Materials, recovered material, or any other material, he or she has generated as an incident to other activities, landscaping, construction/demolition, etc., as further defined in Applicable Laws. Self-Hauler also includes a Person who back-hauls waste, as defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Discarded Materials to a destination owned and operated by the Generator using the Generator's own employees, vehicles and equipment. Back haul is subject to verification and inspection at the Generator's operational locations by the City or Franchisee. A Self-Hauler must be a Person within the City who is not primarily engaged in the business of Collection, Processing, removal or transportation of Discarded Materials, but in the course of performing the Person's primary business function incidentally transports such Materials with equipment owned or leased by that Person. Examples of Self-Haulers include, but are not limited to, gardeners, landscapers, and household cleanup service firms. A Person who is engaged in the business of Collection, removal or transportation of C&D Material (other than as work performed ancillary to the Person's business and using that Person's own forces and equipment) is not a Self-Hauler under any circumstance. Self-haulers must qualify pursuant to any adopted City ordinances, regulations, or application requirements.

1.2.91 Sharps or Sharps Waste.

“Sharps” or “Sharps Waste” means those materials described in Health and Safety Code §117755, which generally include hypodermic needles, syringes, tubing, acupuncture needles and blood vials.

1.2.92 Single-Family.

“Single-Family” means Premises used or designated for Residential use and consisting of four (4) or fewer Residential units, such that each Residential unit receives its own set of Carts and individual Curbside Collection services therefore. Residential complexes of five (5) units or more shall be deemed Commercial Multi-Family Premises.

1.2.93 Solid Waste.

“Solid Waste” means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, C&D Material, abandoned vehicles and parts thereof, discarded home and industrial appliances/White Goods, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. Solid Waste does not include the following wastes:

- (a) Hazardous Waste, as defined in Public Resources Code Section 40141.
- (b) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).
- (c) Medical and Biohazardous Waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code).
- (d) Untreated medical waste shall not be disposed of in a Solid Waste Landfill, as defined in Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to Public Resources Code, Division 30.

1.2.94 State.

“State” means the State of California.

1.2.95 Stormwater Programs.

“Stormwater Programs” means and includes, but are not limited to, education of Customers, street sweeping and sidewalk cleaning, bus shelter cleaning, promotional activities, recycling and other Waste Diversion efforts, and waste water treatment, as further described in [Section 3.4](#).

1.2.96 Source Separation.

“Source Separation” or any variation thereof means the process of separating Discarded Materials, including commingled Recyclables, that have been separated or kept separate in the Blue, Green or Black Containers at the point of generation by the Customer or Generator for the purpose of additional sorting or Processing of those materials by Franchisee for Recycling, reuse or Composting, as defined in 14 CCR Section 17402.5(b)(4).

1.2.97 Special Wastes.

“Special Wastes” means Discarded Materials which include waste requiring special Collection, treatment, handling, storage, or transfer techniques as defined in CCR Title 22, Section 66260.10, and waste tires and appliances requiring CFC removal.

1.2.98 SRRE.

“SRRE” means the City’s Source Reduction and Recycling Element.

1.2.99 Tipping Fee.

“Tipping Fee” is the common name for and has the same meaning as Disposal Fee.

1.2.100 Universal Waste.

“Universal Waste” means any of the following wastes that are conditionally exempt from classification as Hazardous Wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), 22 CCR Section 66261.9: (i) batteries as described in 22 CCR Section 66273.2; (ii) thermostats as described in 22 CCR Section 66273.4; (iii) lamps as described in 22 CCR Section 66273.5; and (iv) cathode ray tube materials as described in 22 CCR Section 66273.6.

1.2.101 White Goods.

“White Goods” means inoperative and discarded refrigerators, microwave ovens, ranges, water heaters, freezers, and other similar household appliances.

1.3 Delegation of Authority.

The administration of this Agreement by the City shall be under the supervision and direction of the City Manager and the actions specified in this Agreement shall be taken by the City Manager and/or his or her designee.

2. COMPLIANCE WITH LAW AND PRIORITY OF FRANCHISEE’S PERFORMANCE

2.1 Compliance with Law.

Franchisee shall exercise all services and obligations hereunder in compliance with all Applicable Laws.

2.2 Obligation to Provide Service a Priority.

The City and Franchisee agree, as more fully set forth in the Recitals to this Agreement, that proper Collection, transfer, transport, Processing, Diversion, and disposal of Discarded Materials Collected by Franchisee is fundamental to the protection of the public health, safety and the well-being of the City's residents and businesses. The City's responsibility for ensuring the adequacy of these services in part provides the justification for the granting of a Franchise to Franchisee.

3. GRANT AND SCOPE OF FRANCHISE; FRANCHISEE PAYMENTS

3.1 Grant of Franchise.

3.1.1 General Grant; Restatement of Existing Agreement.

This Agreement grants to Franchisee to collect, transport and dispose of Discarded Materials as set forth herein. This Agreement restates and supersedes the terms of any prior Franchise-related contracts between the City and Franchisee. This Agreement shall be in force and effect beginning the Effective Date within the corporate City limits as they now or may hereafter exist.

3.1.2 Franchisee As Authorized Recycling Agent.

City hereby designates Franchisee as its authorized recycling agent for the purposes of conducting recycling activities within the City pursuant to the terms of Public Resources Code Section 40105. Notwithstanding the foregoing, Franchisee at all times shall be and remain independent from the City.

3.1.3 Annexations.

This Agreement and Franchisee's services hereunder shall extend to any territory annexed to the City during the Term that is not covered by an existing permit, license, agreement or franchise granted by another public entity for hauling Discarded Materials, except to the extent that Collection by Franchisee within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Franchisee to fulfill any requirement necessary for Franchisee to serve the annexed area consistent with this Section 3.1.3.

3.2 Scope of Franchise; Mandatory Service and Exclusions.

The Franchise granted to Franchisee is exclusive within City limits such that Franchisee shall be the sole provider of general Solid Waste, Recyclables and Organics Collection, Processing and hauling services to City Customers. To this end, at all times during the Term of this Agreement the City shall require each Single-Family, Multi-Family and Commercial Premises where Discarded Materials are produced to subscribe to the Collection service provided for in this Agreement and in Chapters 8.24 and 8.26 of the Municipal Code. The Franchise herein granted shall be subject to the following exclusions:

3.2.1 Intergovernmental & Legal Immunities.

All (i) universities, (ii) school districts, (iii) other State agencies, (iv) any other governmental entity that is not subject to the City's police powers.

3.2.2 Self-Hauling.

Self-Hauling as defined in this Agreement may be undertaken only in compliance with the Bell Municipal Code.

3.2.3 Incidental Construction and Demolition Material.

The Collection, transportation and disposal by a construction contractor of C&D Material from remodeling jobs which are generated solely as an incidental part of providing such remodeling or construction services, provided that the construction contractor is not a hauling service or Solid Waste Enterprise, does not separately or additionally charge for the incidental service of removing, transporting or disposing (except for Tipping Fee) of the C&D Material, and utilizes only his/her own employees, vehicles and equipment to Collect, transport and dispose of the C&D Material.

3.2.4 Gardener/Landscaper Green Waste.

Green Waste removed from a Premises by an Owner or occupant or by a gardening, landscaping, or tree trimming contractor as an incidental part of a total service offered by that contractor rather than as a hauling service. To qualify for this exemption, a gardener or landscaper must not be a hauling service or Solid Waste Enterprise, must not separately or additionally charge for

the incidental service of removing, transporting or disposing (except for Tipping Fee) of the Green Waste, and must utilize only his or her own employees and equipment to Collect, transport and dispose of said Green Waste created by such gardener or landscaper in the course of its gardening, landscaping, or tree trimming services.

3.2.5 Sale or Gift of Recyclable Materials.

This Agreement does not prohibit any Person from selling Recyclable Materials or donating Recyclable Materials to Persons or entities other than the Franchisee; however, in either instance: (1) the Recyclable Materials must be Source Separated, and (2) the Source Separated Recyclables cannot have a contamination level of greater than 5%, measured by weight or volume. Specifically, “contamination” would encompass any putrescible or non-putrescible material not specifically targeted for Recycling by or for the grantee. A discount or reduction in price for Collection, disposal and/or recycling services for any form of Discarded Materials, regardless of contamination level, is not a sale or donation of Recyclable Materials and as such does not qualify for this exception. This exemption does include:

(a) *Other Services; Niche Recycling Services.*

City reserves the right to enter into agreements with other entities for the Collection, Recycling, and disposal services not provided for in this Agreement, including but not limited to catch basin clean-outs, Household Hazardous Waste Collection, and Special Wastes. Franchisee shall have the first right of opportunity to provide any proposed niche service not expressly set forth here; for example, Collection of hair/hair by-products may warrant further good faith negotiations between Franchisee and City for handling of such Organic or treated Organic Materials.

(b) *Recyclable Materials Drop Off.*

Recyclable Materials not “discarded” by an Owner or occupant of Premises which is disposed of at legally mandated public redemption centers that comply with all reporting and other requirements imposed by any political entity having jurisdiction over those redemption centers.

3.2.6 Emergency City Collections.

The emergency Collection, removal, disposal or Diversion of Discarded Materials by the City through City officers or employees in the normal course of their employment.

3.2.7 Automotive Dismantling.

The Collection, transportation and disposal of vehicles or machine parts and waste generated by an automotive/vehicle dismantler or a vehicular salvage or disposal yard.

3.2.8 Hazardous Waste; Hazardous Substances.

Franchisee's Franchise does not preclude the Collection, Processing and/or transport of Hazardous Waste/Substances and non-spokable wastewater or sewage sludge by third-party entities duly licensed to handle such Hazardous Waste/Substances and/or non-spokable wastewater or sewage sludge materials.

3.2.9 City Hauls.

The Collection, removal, disposal or Diversion of Discarded Materials by the City through City officers or employees in the normal course of their City employment.

3.2.10 Unoccupied Units.

Premises which have been unoccupied by any human habitation and upon which no Discarded Materials has been produced or accumulated for three (3) consecutive months may be exempted from this Agreement by the City until such Premises become occupied. For purposes of this Section, a unit shall be deemed "unoccupied" if the structure is both unoccupied and unused (such as, without limitation, foreclosed or abandoned structures). Structures that are presently unoccupied by virtue of their continuing use as a vacation home or a seasonal business shall not be considered as "unoccupied".

3.2.11 Edible Food Recovery.

Franchisee's Franchise does not preclude the collection, transport and distribution of Edible Food by third-party Persons or organizations for human consumption. Franchisee shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Edible Food recovery efforts in the City.

3.3 Franchise Fee.

In consideration of the grant of Franchise hereby effected and value thereof, Franchisee shall pay a quarterly fee to City equal to Ten Percent (10%) of Gross Receipts collected the preceding month for any Franchise service performed pursuant to this Agreement. This Franchise Fee is not subject to any percentage reduction or "net-of-fees" computation without the express approval of the City Council. Franchise Fees are to be used by City for Solid Waste related impacts as a result of Franchisee's services, and the Franchisee Fee represents the reasonable value of the exclusive rights conveyed to Franchisee, negotiated at arm's length, under this Agreement. Franchise Fees are due 30 Days after each preceding month's end, up to and including the final month of this Agreement. Any underpayment or non-payment of Franchise Fees is subject to a late payment penalty of 1 ½% per month, or any fraction of a month beyond the prescribed due date. This is an agreed-upon penalty that is cumulative upon any balances owing or subsequently found as owing through audit or other means.

3.4 NPDES Program Fee.

In addition to the Franchise Fee required to be paid by Franchisee as provided in Section 3.3, Franchisee shall pay an NPDES Program Fee monthly to the City. This NPDES Program Fee shall be equal to ten percent (10%) of Franchisee's Gross Receipts and payable to the City under the definitions, terms, and conditions applied to the Franchise Fee in Section 3.3. Regulations promulgated by the Los Angeles Regional Water Quality Control Board under the Federal Clean Water Act mandate that cities and their residents must take additional steps to prevent contaminated water runoff. Consistent with the City's current NPDES programs, funds collected through this NPDES Program Fee will be applied toward the City's Stormwater Programs to prevent and/or reduce the contamination of storm drain runoff water. Examples of efforts by the City may include, but are not limited to, education of Customers, street sweeping and sidewalk cleaning, bus shelter cleaning, stormwater promotional activities, and waste water treatment.

3.5 Annual Program Fees.

Franchisee shall make the following annual payments to the City on the anniversary date of the Effective Date this Agreement. Failure to make annual payments on the prescribed date is considered a material breach of this Agreement:

3.5.1 AB 939/ SB 1383 Administrative Fees.

Beginning on the Effective Date, Franchisee shall pay an annual AB 939/ SB 1383 administrative fee of One Hundred Thousand Dollars (\$100,000.00) to the City. Thereafter, on each July 1st during the term of this Agreement the Franchisee shall pay to the City an annual AB 939/SB 1383 administrative fee of Four Hundred Thousand Dollars (\$400,000.00). City shall use this administrative fee to offset expenses, including but not limited to, staffing costs related to City programs, pilot studies, education and outreach campaigns, technical assistance to Customers, reporting, compliance, food recovery, enforcement, or other activities involved in compliance with AB 939 and SB 1383 Regulations. Revenues from the AB 939 / SB 1383 administrative fee may also be used by City to fund special "Recycling Promotion Programs" that have historically been conducted in partnership with Franchisee for agreed-upon activities by the City and Franchisee contained in an annual work plan for education and promotion.

The City shall retain the sole right to set priorities for the use of its administrative fee pursuant to this Section. This fee shall be considered an allowable cost of business not subject to profit mark-up and included in the Franchisee's Compensation pursuant to Article 10.

3.5.2 Performance Audit Program Fee.

An annual payment in the amount of one percent (1%) of Franchisee's Gross Receipts for a third-party review and audit of Franchisee performance, record keeping, and fee calculations. Such an audit will verify the accuracy of Franchisee and administrative fee payments to the City as well as the Franchisee's implementation of programs, maintenance of records, and general compliance with the terms of this Agreement; and

3.5.3 Hazardous Waste Program Fee.

An annual payment in the amount of one percent (1%) of Franchisee's Gross Receipts to offset City costs for programs related to water quality, illegal dumping, HHW, E-Waste and Universal Wastes, and/or medical waste/medications.

3.6 Contract Preparation Fee.

In exchange for the City granting the extended and restated Franchise pursuant to this Agreement, Franchisee shall pay to City a one-time Contract Preparation Fee, to be paid prior to and as a condition precedent to the Effective Date. The Contract Preparation Fee reimburses the City for all costs related to the preparation of this Agreement, review and analysis of rates and fees herein, the City's legal fees (attorneys' fees and costs) and professional fees (consultant fees and costs), incurred in the negotiation, research and drafting of this Agreement, which amount shall be One Hundred and Fifty Thousand Dollars (\$150,000).

3.7 Accompanying Information.

Each payment of the Franchise Fee and administrative fees shall be accompanied by a statement setting forth the Franchisee's computations and the total of fee due. Each statement shall include the following certification executed by an officer of the Franchisee: "I hereby certify that the foregoing statement is made by me, that I am authorized to make such statement, and that, to the best of my knowledge and belief, it is true, correct and complete."

3.8 Annual Scholarship Program.

Franchisee shall offer five (5) scholarships in the amount of one-thousand dollars (\$1,000) each per year to college-bound or trade school-bound Bell high school seniors. Student application requirements will include submission of an environmentally themed essay which Franchisee will advertise via social media, newsletters, and via the City's website. Franchisee shall partner with the City to identify members of the community to review scholarship applications and make recommendations. Students must be Bell residents to qualify.

3.9 Community Enhancement Funding.

Franchisee shall, in collaboration and coordination with the City, contribute \$10,000 annually to a community organization as selected by resolution of City Council. Franchisee's collaboration and coordination with the City shall include Franchisee's recommendations and input for the community organization(s) to which this contribution may be made.

3.10 Fee Indemnity/Defense.

Franchisee agrees to defend, indemnify, protect and hold harmless, City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by City of the Franchise Fee, or any administrative fee(s) imposed under this Article 3, consistent with the provisions of Section 10.8 below.

4. TERM OF AGREEMENT

4.1 Term.

The term of this Agreement shall commence on the Effective Date (October 1, 2024) and continue until September 30, 2034 (the "Initial Term"). The City, via City Council approval, and the Franchisee may mutually consent in a writing signed by both Parties to extend this Agreement by two additional one-year periods (each, a "Renewal Term"). The Initial Term plus any Renewal Term is hereinafter referred to as the "Term," thus creating a maximum twelve (12) year Term if both Renewal Terms are exercised.

4.2 Conditions to Effectiveness of Agreement and Start of Term.

The following actions shall constitute conditions precedent to the effectiveness of this Agreement and start of any Initial or Renewal Term:

- (a) The approval, execution, payment of the Contract Preparation Fee, evidence of surety, and Closing shall all have been successfully completed to actuate the Effective Date as described in Section 1.2.47 hereof; and
- (b) Franchisee shall not be in any material default or breach hereof prior to any exercise of a Renewal Term.

4.3 Representations and Warranties of Franchisee.

4.3.1 Corporate Status.

Franchisee, doing business as Consolidated Disposal Service LLC, a company duly organized, validly existing and in good standing under the laws of the State of California. Franchisee is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

4.3.2 Corporate Authorization.

Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise, to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

4.3.3 Ability to Perform.

Franchisee possesses the business, professional, and technical expertise to Collect, transport, and Process the Solid Waste, Recyclable Materials, and Organic Materials generated in the City. Franchisee possesses the equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

4.3.4 No Criminal Convictions.

Franchisee represents and warrants that none of its officers or directors have been found guilty of felonious conduct, bribery of public officials, fraud, deceit, false claims, racketeering or illegal transport or disposal of Hazardous Waste. The term “found guilty” shall be deemed to include any judicial determination of guilt including, but not limited to, pleas of “guilty”, “nolo contendere”, “no contest” or “guilty to a lesser charge” entered as part of a plea bargain.

4.3.5 No Prior Terminations for Misconduct.

Franchisee represents and warrants that no prior agreement to which Franchisee was a party was terminated for misconduct or cause by the Franchisor.

4.3.6 No Prohibitions by Law.

To the best of Franchisee's knowledge after reasonable investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

4.3.7 No Resulting Breach.

To the best of Franchisee's knowledge after reasonable investigation, the execution or delivery of this Agreement or the performance by Franchisee of its obligations hereunder does not conflict with,

violate, or result in a breach (i) of any law or governmental regulation applicable to Franchisee; or (ii) any term or condition of any judgment, order, or decree of any court, administrative agency or other governmental authority, or (iii) any Agreement or instrument to which Franchisee is a party or by which Franchisee or any of its properties or assets are bound, or constitutes a default thereunder.

4.3.8 Good Corporate Citizenship.

Franchisee shall continue to be an involved, good corporate citizen by contributing sponsorships, clean-up assistance/event participation, educational activities, neighborhood and civic group involvement, and environmental contributions to the City. Franchisee's commitment to good corporate citizenship as the holder of an exclusive Franchise in the City is set forth in Exhibit B.

4.3.9 Accuracy of Representations.

The representations and warranties made by Franchisee in this Section 4.3 above are true and correct on and as of the Effective Date of this Agreement.

4.4 Extension of Franchise for Bid Process.

Franchisee agrees to comply with Section 10.6.3 herein by executing a temporary extension of services under this Agreement at mutually agreed upon rates for a period up to nine (9) months after the end of the Term, and to comply with the other requirements of Section 10.6.3, in order to permit the City a reasonable time to conduct a bid and/or contract process for new Discarded Materials management services. In the event of a temporary extension of services pursuant to this Section, Franchisee shall be entitled to seek a rate adjustment pursuant to Article 10 hereof, subject to Proposition 218 requirements. Franchisee's continued performance pursuant to this Section is subject to Franchisee receiving its requested rate adjustment effective at the commencement of the extension term after City's timely compliance with Proposition 218 requirements.

5. COLLECTION SERVICES AND CONTAINER REQUIREMENTS

5.1 General Standards.

The work to be performed pursuant to this Agreement shall include the furnishing of all supervision, labor, materials, equipment, tools, expertise and any other items necessary to perform the services described in this Agreement. All work shall be accomplished in a courteous, thorough and workmanlike manner and adhere to the highest standards consistent with the best practice in the industry.

5.2 General Terms of Collection Applicable to All Customer Categories; Mandatory Service.

Franchisee shall be responsible for the Collection, Processing, transportation, Recycling, Composting and marketing services, as appropriate, of Discarded Materials generated within the City limits in accordance with the terms of this Agreement, SB 1383 Regulations, and Chapters 8.24 and 8.25 of the City of Bell Municipal Code, all as in accordance with Applicable Law. The work to be performed pursuant to this Agreement shall include the furnishing of all labor, materials and equipment necessary for, and the Collection of all Discarded Materials from, Residential, Multi-Family and Commercial Premises within the City limits according to the terms of this Agreement, and the disposal, Recycling, Composting and/or Diversion of such materials. Franchisee shall own or lease and maintain at its

expense all equipment necessary to perform its duties as provided for under this Agreement, including sufficient radio equipment for office to field equipment communication.

Pursuant to Chapters 8.24 and 8.26 of the Bell Municipal Code, and except as provided below, all Owners, occupants, Customers, Generators or other Persons responsible for the day-to-day operation of any Residential, Multi-Family or Commercial Premises within City shall make arrangements to obtain and pay for Collection service provided by Franchisee under this Agreement. The City shall require all such Owners, occupants, Customers, Generators or other Persons to subscribe to the Collection service provided for in this Agreement and Bell Municipal Code. Franchisee shall commence service to new Customers within seven (7) Days after order.

5.2.1 Three-Stream System; Containers.

(a) Blue, Black, Green Container Sets.

Starting as of the Commencement Date, Franchisee shall provide a three-Container Collection program for Discarded Materials generated in City Limits. The three-Container system shall include Franchisee's provision of three Container types to every Residential, Multi-Family and Commercial Premises Customer:

- (i) At least one Blue Container for the storage and Collection of Blue Container Waste; and
- (ii) At least one Black Container for the storage and Collection of Black Container Waste; and
- (iii) At least one Green Container for the storage and Collection of Green Container Waste.

5.2.2 Source Separation into Appropriate Containers.

Franchisee shall monitor disposal of Discarded Materials and exercise diligent efforts, including public educational outreach, to facilitate and maximize the Source Separation of Discarded Materials as follows:

- (a) Black Containers shall be used for the disposal and Collection of Black Container Waste;
- (b) Green Containers shall be used for the disposal and Collection of Green Container Waste; and
- (c) Blue Containers shall be used for the disposal and Collection of Blue Container Waste.

5.2.3 Hours of Collection Operations.

(a) 5.2.3.1. Residential Hours:

Collection services at each Residential Premises and all Multi-Family Premises shall not start before 7:00 a.m. nor continue after 5:00 p.m. of any Day.

(b) 5.2.3.2. Commercial Hours:

Collection services at Commercial Premises shall not start before 7:00 a.m. nor continue after 5:00 p.m. of any Day.

(c) 5.2.3.3.Revisions to Hours:

Franchisee may request, and City Manager may authorize in writing, as needed, revised Collection hours to accommodate operational requirements.

5.2.4 Color and Labelling; New/Replacement Containers to be SB 1383

Compliant.

After the Commencement Date, when Franchisee puts a new Container in service or replaces a Container in accordance with this Agreement, such new or replaced Container shall comply with 14 CCR Section 18984.7 and 14 CCR Section 18984.8. Notwithstanding anything to the contrary in this Agreement, Recyclable Containers are not required to conform with the color requirements of 14 CCR Section 18984.7 until they are replaced by Franchisee.

- (a) For new or replacement Containers, Franchisee shall imprint new Container bodies or lids with text or graphic images that indicate the primary materials accepted and the primary materials prohibited in that Container. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container. Prior to ordering any Containers or lids with in-mold labels, Franchisee shall submit a sample of its proposed label, proposed location(s) for placement of labels on each type of Container, and its labeling plan to the City Manager for approval.
- (b) All Containers provided by Franchisee shall be kept in a reasonable condition and appearance. Franchisee shall maintain ownership of all Containers provided to Customers at all times.

5.2.5 No Overflow / Overfilling.

Overflow or overfilling of Containers occurs where Discarded Materials contained therein spill-over or extend beyond the top or sides of the Container, or the containerized Discarded Materials fall from the Container to the ground (either during Container storage or Collection) due to the size and/or number of Discarded Materials contained, or the lid of any lidded Container is unable to fully close due to the size and/or number of Discarded Materials contained therein.

(a) Overage Notification and Fee

Where Franchisee identifies instances of overfilling of Containers at any Premises, it will document the overfilling through the use of film or digital photography. Franchisee will tag overfilled/overflowing Containers (with tags that include the date, time, and description of Container overflow) or deliver to the Customer a written notice via regular mail at the Customer's service address (or Owner's address if Owner is the direct Customer). In addition, as soon as reasonably possible thereafter, Franchisee may notify the Customer by electronic means, which may be via text message or e-mail. Franchisee's notice shall provide documentation of the overfilling to both the City and the Customer. Where such documentation was presented to the Customer and Franchisee documents another instance of overfilling within a rolling twelve (12) month period of a prior overfill violation, Franchisee is authorized to charge an Overage Fee in the amount set forth in Exhibit A hereto. Container sizes, frequency of Collection, or levels of service to the offending Customer may otherwise be modified to accommodate Discarded Materials overages

generated at a Premises as described further in this Section 5.2. Franchisee will maintain and provide the City a log listing all Customers where overfilled Discarded Material was observed and actions taken in response by Franchisee, upon request by City. In addition, Franchisee will provide the City Manager with verbal notification prior to delivering the next larger-sized Container, service levels or adjusting the service rate(s) to a Premises in accordance with this Section.

5.2.6 Container Condition.

Franchisee at its sole cost and expense shall maintain all Franchisee Containers in good condition and repair as needed. Franchisee shall, at no charge, replace any Containers (Carts or Bins) which become unusable by reason of normal conditions of wear and tear. During all times that a Container is in the custody and control of Franchisee, Franchisee shall not store such Container in or on public streets or rights-of-way.

5.2.7 Graffiti Removal.

Immediately upon notification or driver observance of graffiti on any Container, Franchisee shall exchange the vandalized Container with a clean Container of the same type and capacity.

5.2.8 Replacement of Damaged or Stolen Containers.

Franchisee shall, once per calendar year at no charge, repair or replace any provided Container which becomes unusable by reason of ordinary wear and tear, theft, or damage through no fault of the Customer or Owner of the Premises. Thereafter in each calendar year, Franchisee shall charge the actual replacement or repair cost to each Customer for replacement or repair of Containers that are stolen or damaged for any other reason. Customers requesting to have a Container exchanged more than one (1) time per year will be charged the rate therefor set forth on Exhibit A. Franchisee shall return the repaired or replaced Containers within seven (7) business days.

5.2.9 Mechanized Collection; Safe Return to Collection Location.

Franchisee shall provide all Container Collection services using a mechanized vehicle pick-up system for Discarded Materials. Mechanized shall mean that Franchisee shall provide Collector trucks that are capable of picking up Containers, emptying them into the truck beds, and then returning the Containers to the Collection Location.

5.2.10 Safe Return.

Where the Collection Location is within an enclosure constructed pursuant to the requirements of the City, the Franchisee shall be responsible for the removal and replacement of all Containers placed therein. The Franchisee shall use sufficient care in the handling of such Containers so as to prevent any damage to the enclosure and/or the enclosure doors; and, in the case of either enclosure or Curbside Collections shall use sufficient care in the handling of Containers so as to prevent any damage to adjacent facilities or improvements. The Franchisee shall repair at its own expense and within thirty (30) working days after notification from the City any such enclosure or adjacent facilities or improvements damaged by it.

- (a) Repair of All Damage.

The Franchisee shall be responsible for the cost of repairing any property damaged by the negligent or intentional conduct of its employees or agents.

5.2.11 Customer Rates.

Customers shall be charged by Franchisee for its services hereunder at or below the Maximum Rate Schedule set forth in Exhibit A hereto.

5.3 Service Terms Specific to Residential Premises.

This Section 5.3 applies to Single-Family and Residential Multi-Family (i.e., those Multi-Family Premises excluded from Commercial category definition) Premises.

5.3.1 Residential Service Frequency.

Collection of Discarded Materials (except Bulky Goods, C&D Materials and HHW) for Single-Family and Residential Multi-Family Premises shall occur at least once per week on a schedule approved by the City Manager. Holiday make-up Collections shall occur within one business day of the Holiday on which pickup was not performed.

5.3.2 Minimum Residential Service Levels and Containers.

The Standard Single-Family Automated Cart service level for Single-Family and Residential Multi-Family Premises shall consist of three Carts (Blue, Black and Green) to be placed for Collection prior to Franchisee's normal weekly Collection time. For Single-Family Residential Customers and Residential Multi-Family Customers, the base Containers are designated as 96-gallon Black, 96-gallon Blue, and a 96-gallon Green Carts. For an additional fee (set forth in Exhibit A), Franchisee may negotiate and bill Customers for special pickup services, if offered, above and beyond the minimum services described herein (e.g., backyard or scout services) upon Customer request therefor.

- (a) Placement of Containers.

Unless subject to a special, non-regular service, Residential Discarded Materials must be placed within Containers at Curbside or in the Collection Location without obstructions, so as to permit reasonably convenient Collection by Franchisee. Residential Customers may elect to place Containers at an alternate Collection Location, if approved by City in writing, provided that the placement and retrieval of Containers complies with the requirements of the Bell Municipal Code.

- (b) Backyard Service for Disabled Customers.

Franchisee shall provide backyard service to all Customers who are physically unable to bring their Carts to the curb, free of charge. To qualify for this service, Customers shall provide Franchisee with proof of disability, such as State-issued disability-related permit or benefit.

5.3.3 Residential Container Capacity.

If basic service Residential Containers prove to be of insufficient size for a Residential Customer, so as to cause the overfilling of, or overflow from, such Containers, then Franchisee shall

provide additional Containers or larger Containers to prevent such overflow at the Premises in accordance with Section 5.2.5.

(a) Additional Carts.

Customers may also request additional Containers, in which case Franchisee shall charge the appropriate monthly fee, plus any additional fees for exchanging or replacing Containers in accordance with Section 5.2.8, as set forth in Exhibit A.

(b) Smaller Size Carts.

Franchisee shall provide smaller sized Carts, upon request by the Customer, as long as such smaller Carts do not result in overfilling or spillage of Discarded Materials. Franchisee shall provide such Carts at the rate set forth in Exhibit A.

5.3.4 Move In/ Out Collection Service.

Within three (3) months of opening a new account, at no additional charge, each Residential Premises unit may request that Franchisee provide one on-call Move-In/ Out Recyclable Material Collection Service for Recyclable packaging materials such as flattened cardboard boxes, bundled newspaper, and packaging foam. This will be offered as a one-time service for each new account. This service shall only include Recyclable Materials, and in the event that the unit includes Black Container Waste in the materials set out for Collection by Franchisee, this service shall be counted as one of the unit's free annual Bulky Waste Collections as set forth in Section 5.5.3.

5.3.5 Dry Cell Household Battery Collection.

Franchisee shall provide Collection receptacles for batteries at City-specified locations and Collect, Recycle or process the contents thereof, and replace the receptacles on an as-needed basis, at no additional charge to Residential or Residential Multi-Family Customers. Battery Collection program information, including the available locations for battery drop-off, shall be included in Franchisee's public outreach and education programs per Section 6.6.

5.4 Service Terms Specific to Commercial and Commercial Multi-Family Collections.

This Section 5.4 applies to Commercial and Commercial Multi-Family (i.e., those Multi-Family Premises included in the Commercial category definition) Premises that have not received a waiver pursuant to SB 1383 and Section 5.4.3 hereof.

5.4.1 Commercial Service Frequency.

Collection of Discarded Materials (except Bulky Goods, C&D Materials and HHW) for Commercial and Commercial Multi-Family Premises shall occur at least once per week on a schedule approved by the City Manager. Holiday make-up Collections shall occur within one business day of the Holiday on which pickup was not performed. A Commercial complex or a Commercial Multi-Family complex may share Containers with neighboring business establishments provided that all sharing units are constituents of the same Premises.

5.4.2 Minimum Commercial Service Levels and Containers.

The basic or minimum service level for Commercial and Commercial Multi-Family Premises shall consist of three Containers (Blue, Black and Green) to be placed or maintained for Collection prior to Franchisee's normal weekly Collection time:

(a) **Container Capacity and Location:**

The size of Containers and the Collection Location for automated Collection from Commercial and Commercial Multi-Family Premises shall be mutually-agreed as between the Commercial Premises' management and Franchisee, excepting that (i) any storage or placement of Commercial Containers in public streets or rights-of-way shall be subject to the prior written approval of the City, (ii) Container sizes must be sufficient to prevent overflow of Discarded Materials, and (iii) sufficient space in the prescribed Collection Location for safe and convenient Collection by Franchisee. Subject to the foregoing restrictions, capacity options for the mandated three Containers (Blue, Green, Black) may be any combination of Carts, Bins, or Roll-Offs.

If basic service Commercial Containers prove to be of insufficient size for a Commercial Customer or complex, so as to cause the overfilling of, or overflow from, such Containers, then Franchisee shall provide additional Containers or larger Containers to prevent such overflow at the Premises in accordance with Section 5.2.5.

(b) **Container Access.**

Unless subject to special backyard or scout services, Commercial Premises Containers shall be placed for Collection in an unobstructed Collection Location acceptable to Franchisee and City, which Location may be Curbside (in the case of Carts), in an alley, Container enclosure, or such other convenient Collection Location deemed appropriate, accessible, and non-disruptive to vehicular or pedestrian traffic. Franchisee may negotiate and bill Commercial Premises Customers for special pick-up procedures above and beyond the normal services described herein (e.g., backyard or scout services) upon Customer request therefor, or for Containers that are obstructed in a manner that prevents mechanized Collection by Franchisee, or for Containers otherwise not placed in a proper Collection Location. If there is a dispute between Franchisee and Customer regarding the need for special pick-up procedures City Manager shall make the final determination.

5.4.3 Available Waivers for Commercial and Multi-Family Premises.

Commercial and Multi-Family Premises may be exempted from their obligation to comply with some or all of the three-stream service requirements set forth in this Agreement, SB 1383 Regulations, and/or Bell Municipal Code Chapter 8.26, if: (i) the Multi-Family or Commercial Premises (through their Owner) provide documentation, or the City has documentation from its staff, the Franchisee, licensed architect, or licensed engineer demonstrating that the Premises lack adequate space for Blue Containers and/or Green Containers, or (ii) that such Commercial or Multi-Family Premises are otherwise entitled to a waiver pursuant to SB 1383 Regulations and/or Bell Municipal Code Chapter 8.26. Commercial/ Multi-Family waivers are only effective upon application therefor by the Commercial/Multi-Family Premises' Owner and written approval thereof by City.

Franchisee shall use reasonable efforts to assist City to verify that Commercial and Multi-Family Customers' de minimis, physical space constraint, and/or Collection frequency waivers meet the applicable thresholds under 14 CCR Section 18984.11 by reviewing records Franchisee is required to keep and maintain under this Agreement. Franchisee shall use reasonable efforts to re-verify de minimis and physical space constraint waivers issued by City at least once every five (5) years from the date of issuance of the waiver. When City grants a waiver to a Customer, City shall notify Franchisee of any such waiver granted by the City within seven (7) Business Days.

5.5 Non-Regular Collection and Container Services.

5.5.1 Temporary Services.

Temporary Bin service and temporary Cart services (i.e., a Container delivered to a Residential, Multi-Family or Commercial Premises for the Collection and removal of Discarded Materials) shall be provided at the frequency and location desired by the Customer in accordance with the requirements of the Municipal Code at such service rate(s) as specified in Exhibit A.

5.5.2 Construction and Demolition Debris.

All Customer types may receive service for the Collection of C&D Materials through the Franchisee's temporary rental of Bins or Roll-Offs at the duration, capacity and service levels necessitated by the C&D Materials to be generated at the Premises. Such Bin or Roll-Off rentals for C&D Materials shall be at the rates set forth in Exhibit A.

5.5.3 Collection of Bulky Waste.

Franchisee will make a good faith effort to Divert Bulky Goods Collected in accordance with this Agreement away from a Landfill to another facility where it can be either Recycled or refurbished for reuse. To the greatest extent feasible, Franchisee shall cooperate with extended producer responsibility organizations and other product stewardship organizations for the recycling and reuse of items such as textiles, carpet, mattresses, etc. Collection of C&D Materials is not included in this service.

(a) Weekly Bulky Waste Program.

Franchisee shall provide Bulky Waste Collection to Single-Family Premises, at no additional charge, at least one day per week, with each Bulky Waste pick-up being limited to five (5) Bulky items. As noted in Section 1.2.18 of this Agreement, Bulky Waste as defined by the City shall include White Goods, E-Waste, and bundled and tied yard waste and/or wood waste that does not qualify as Green Waste due to its size barring containerization (all Green Waste that can be containerized must be deposited in the Green Container). Securely bundled oversized yard/wood waste will be counted as one Bulky Waste item. Franchisee will establish the Bulky Waste Collection schedule with the City Manager prior to each Contract Year. Franchisee will include this schedule of Bulky Waste Collection in their Customer billings. Multi-Family Premises and Commercial Premises shall be charged for each Bulky Waste pickup in accordance with the rate schedule in Exhibit A.

(b) **Abandoned Bulky Waste Collections.**

Franchisee shall Collect and remove at no charge any abandoned Bulky Waste items dropped in City public right-of-way areas, at City parks, and other public locations. Collection shall be made within 24 hours of notice by the City or a Customer of the Franchisee.

5.5.4 Emergency Services.

Franchisee shall assist City in the event of terrorist attack or major disaster, such as an earthquake, storm, riot or civil disturbance, by providing Collection vehicles and drivers normally assigned to the City, at Franchisee's actual and sole cost. Franchisee shall cooperate with City, County, State and Federal officials in filing information related to a regional, State or Federally-declared state of emergency or disaster or terrorist attack as to which Franchisee has provided equipment and drivers pursuant to this Agreement.

5.5.5 Shred Events.

Franchisee shall host two (2) shred events per year during the Term of this Agreement, with one of the events occurring during annual Earth Day event. Events shall be held at times and locations agreed upon by the Parties in writing. Franchisee shall be responsible for publicizing the shred events. Each shredding service provided at each event shall be designed to accommodate up to a maximum of five (5) "Bankers" boxes of paper or other media suitable for shredding from each Residential and Multi-Family Premises Customer residing within the City.

5.5.6 Mayor's Clean-Up Project.

Each month, Franchisee shall reasonably provide City with tools and Containers for the Mayor's Clean-up Project hosted by the City, subject to health and safety guidelines for such activities. Materials to be provided by Franchisee may include, but are not limited to, safety vests, trash bags, and grabber tools for residents to use for litter pick-up.

5.5.7 SHARPS Program.

Franchisee shall provide prepaid mail-in containers (at least 1.5 quarts) to Residential Customers requesting such containers for the purpose of properly disposing of medical needles or other wastes defined as SHARPS by CalRecycle or its successor agency. This service shall be known as the "SHARPS Program" and will be provided at no cost to the City or its Customers. Each Residential unit shall receive one postage-paid Sharps container per year at no additional charge to the Customer within one week of request. Additional Sharps containers shall be provided at the rate in Exhibit A. Franchisee shall publicize the SHARPS Program in all semi-annual newsletters and on its website to ensure that City residents are aware of this program and how to participate.

5.5.8 Medication Takeback Program.

Franchisee will assist the City in increasing awareness of medication takeback programs provided by local pharmacies, or programs offered by other government entities. Franchisee may promote these programs through: posting on Franchisee's website, inclusion in the Annual Brochures/Mailings mailed to each Residential Premises Customer, billing inserts, social media targeted outreach, and press releases to local news outlets.

5.5.9 Food Waste Kitchen Pail.

Within one week of Customer request, Franchisee will deliver one (1) Food Waste Pail at no additional cost to Single-Family Premises and Multi-Family Premises' units for the collection and transportation of Food Waste to the Green Container. Franchisee will provide instructions for use upon delivery which may also be included in Franchisee's education and outreach efforts. Additional Food Waste Pails shall be provided at the rate in Exhibit A.

5.5.10 Free Service to City Facilities.

The Franchisee shall Collect not less than once per week, at no cost to the City, all Discarded Materials and C&D Material from City Hall (6330 Pine Avenue), the City Maintenance Yard (5320 Gage Avenue), and the City Community Center (6250 Pine Avenue), or such other City-operated locations as the City may additionally designate, utilizing Container sizes and following a Collection schedule as determined by the City.

5.5.11 No Cost Service for City Events.

Franchisee shall provide three-container Source-Separated Collection services at all City-sponsored events at no additional cost to the City or Customers. These City-sponsored events are listed in Exhibit C.

5.5.12 Large Event Assistance.

Franchisee shall assist City planners of Large Events with reporting and planning needs to provide Recycling and Organics Materials Diversion as may be useful in meeting the requirements of AB 2176 and SB 1383, and in lowering Disposal quantities generated at such events at no additional charge to City or Customers. Franchisee's event assistance shall include upfront planning of Bin placement, providing Bins at each Collection Location with clear messaging to encourage recycling and/ or Food Waste Diversion, clean-up services, sponsorships, and educational giveaways such as Sharps containers and kitchen pails if requested by City.

5.5.13 Christmas Tree Pickup.

Franchisee agrees to Collect Christmas trees at no additional charge to Residents for a four (4) week period beginning December 26th of the applicable calendar year. The trees shall be Diverted, either by deposit at a Composting facility, a tree farm or nursery, or a grinding operation where feasible; Franchisee shall Collect Christmas trees with tinsel, flocking or ornaments from the Collection Location and dispose such trees as appropriate. Non-Residential Commercial Premises may have Holiday Trees Collected as Bulky Waste.

5.6 Development Review.

Franchisee, upon City's request, shall assist the City in the review of planning applicants' plans for projects covered by Public Resources Code § 42911, including Commercial and Multi-Family projects, to provide for effective and economical accumulation and Collection of Discarded Materials.

5.7 Facility Tours.

Franchisee shall offer and promote free educational tours of any of its local Facilities to community and school groups.

5.8 “We’re Looking Out for You” Program.

Franchisee shall implement its crime prevention and safety watch program, We're Looking Out for You. Franchisee shall actively participate with law enforcement and emergency services to reduce crime and maintain neighborhood safety.

6. STANDARDS OF PERFORMANCE, MATERIALS MONITORING, AND OUTREACH

6.1 Availability of Franchisee

Franchisee has established, and shall continue to maintain a local office for the purpose of handling Customer inquiries, orders and complaints. The “local” office must remain in a location within fifteen (15) miles of the City boundary and having the same telephone area code as that existing in the City. The local office shall be open to the public between the hours of 8:00 a.m. to 5:00 p.m., five (5) Days per week, Monday through Friday, Holidays excepted. A representative of Franchisee shall be available during office hours for communication with the public at such local office. Additionally, the Franchisee shall continue to employ the services of a telephone answering exchange for calls during non-business hours and provide a telephone system sufficient and adequate to handle calls during peak periods. The Franchisee shall provide the City’s City Manager and the City’s Police and Fire Departments with any updated emergency telephone numbers. Franchisee shall have a representative or answering service available at said telephone number during all hours other than normal office hours.

6.2 Contamination Monitoring

6.2.1 Methodology; Route Reviews

Franchisee shall implement a contamination monitoring program to minimize Prohibited Container Contaminants and prohibit Excluded Waste in a manner that complies with 14 CCR Section 18984.5. Franchisee may conduct Route Reviews of its Hauler Routes to comply with contamination monitoring requirements under this Agreement and all Applicable Laws using either physical Container inspections (i.e., lifting Container lids to check for Container Contamination) or using a smart truck camera system. The Franchisee’s Hauler Route personnel shall observe, via physical inspection or a truck camera or automated intelligence system, the contents of surveyed Containers as, or before, the Discarded Materials are emptied into the vehicle. Upon finding Prohibited Container Contaminants or Excluded Waste in a Container, Franchisee shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in Section 6.2. Franchisee is not required to inspect every Container on any one route, but rather may select planned areas of survey, to be prepared by Franchisee and provided in advance by writing to City, for Container inspection on an area-by-area basis as needed to comply with the standards for contamination monitoring set by 14 CCR Section 18984.5(b). Route reviews shall include a sample size of at least five percent (5%) of all Containers on each Hauler Route.

6.2.2 Records of Contamination.

When Franchisee identifies Prohibited Container Contaminants or Excluded Waste in a Container, Franchisee shall record each such event of identification in a written or database log or through the on-board computer system including date, time, Customer’s address, type of Container (Blue, Green, or Black); and maintain photographic evidence if available. Franchisee shall submit this evidence into the Customer’s account record to note the event.

6.2.3 Prohibited Container Contaminants.

(a) Residential Premises.

Upon finding Prohibited Container Contaminants in a Container at a Residential Premises (including Residential Multi-Family), Franchisee shall follow the following contamination noticing procedures:

(i) First and Second Occurrence.

For the first and second occurrence within any twelve (12) month period of Container Contamination, Franchisee shall Collect the contaminated Container, shall tag the Container with a written description of the date, time and description of observed contaminants, and shall promptly thereafter deliver to the Customer a written notice via regular mail and email (if available) at the Customer's service address (or Owner's address if Owner is the direct Customer) containing the following information:

- a. The fact the Container required special handling because of the observed presence of Prohibited Container Contaminants;
- b. The date and time the notice was issued;
- c. Any photographic evidence of the violation(s);
- d. A description of the materials that are appropriate for Collection in the subject Container type and proper methods of Source Separation;
- e. An explanation that subsequent incidents of contamination may, or will continue to, result in non-Collection, the imposition of a Contamination Fee, and where warranted, require additional or larger-sized Collection Containers; and
- f. Franchisee's contact information to obtain additional information and/or receive responses to questions the Customer may have.

(ii) Third and Subsequent Occurrences

For the third and subsequent occurrence within any twelve (12) month period of Prohibited Container Contaminants, Franchisee shall Collect the contaminated Container and may charge the Residential Premises a Contamination Fee as set forth in Exhibit A. Franchisee shall deliver to the Customer a written notice via regular mail and email (if available) containing the information listed immediately above. In addition, Franchisee shall notify the City in writing of such repeat Prohibited Container Contamination violations and deliver to City copies of all notices, tags and evidence related thereto. City shall consult with Franchisee to consider, and pursue as applicable, appropriate legal remedies against the offending Customer.

(b) Commercial and Multi-Family Premises.

Upon finding Prohibited Container Contaminants in a Container, Franchisee shall follow the following contamination noticing procedures for Commercial and Commercial Multi-Family Premises:

(i) First and Subsequent Occurrences.

For the first occurrence within any twenty-four (24) month period of Container Contamination, Franchisee shall Collect the contaminated Container, shall tag the Container and shall promptly thereafter deliver to the Customer a written notice via regular mail and email (if available) with a written description of the date, time and description of observed contaminants, at the Customer's service address (or Owner's address if Owner is the direct Customer) containing the following information:

- a. The fact the Container required special handling because of the observed presence of Prohibited Container Contaminants;
- b. The date and time the notice was issued;
- c. Any photographic evidence of the violation(s);
- d. A description of the materials that are appropriate for Collection in the subject Container type and proper methods of Source Separation;
- e. An explanation that subsequent incidents of contamination may, or will continue to, result in non-Collection, the imposition of a Contamination Fee, and where warranted, require additional or larger-sized Collection Containers; and
- f. Franchisee's contact information to obtain additional information and/or receive responses to questions the Customer may have.

(ii) Second and Subsequent Occurrences.

For the second and subsequent occurrence within any twenty-four (24) month period of Prohibited Container Contaminants at Commercial or Multi-Family Premises, Franchisee shall Collect the contaminated Container and may charge the Premises a Contamination Fee as set forth in Exhibit A. Franchisee shall deliver to the Customer a written notice via regular mail and email (if available) containing the information listed immediately above. In addition, Franchisee shall notify the City in writing of repeat (three or more) Prohibited Container Contamination violations at a Commercial or Multi-Family Premises, and deliver to City copies of all evidence, tags and evidence related thereto. City shall consult with Franchisee and consider, and pursue as applicable, appropriate legal remedies against the offending Customer.

6.2.4 Excluded Waste.

If Franchisee's personnel observe Excluded Waste in any uncollected Container, the Franchisee's personnel shall post a non-Collection tag on that Container explaining the date, time, and

nature of Excluded Waste identified, and may additionally notify the Customer via email/SMS text (if available) or telephone call regarding the observation of Excluded Waste. Franchisee shall not Collect the Discarded Materials that contain Excluded Waste. Franchisee may, upon the first instance of observed Excluded Waste in a Container within any twelve (12) month period, levy a Contamination Fee upon the offending Customer as set forth in Exhibit A. Franchisee shall promptly thereafter deliver to the Customer a written notice via regular mail at the Customer's service address (or Owner's address if Owner is the direct Customer), and additionally via email/SMS text (if available) to the Customer's address containing the following information:

- (a) The fact the Container could not be Collected because of the observed presence of Excluded Waste;
- (b) The date and time the notice was issued;
- (c) Any photographic evidence of the violation(s);
- (d) A description of the materials that are appropriate for Collection in the Franchisee Containers, proper methods of Source Separation, and an explanation of Excluded Waste being prohibited from any Container;
- (e) An explanation that subsequent incidents of Excluded Waste may, or will continue to, result in non-Collection, and the imposition of a Contamination Fee; and
- (f) Franchisee's contact information to obtain additional information and/or receive responses to questions the Customer may have.

6.2.5 Franchisee Response.

Franchisee's route supervisor shall investigate and initiate applicable action within one (1) Business Day or sooner if Excluded Waste may cause immediate threat to public health or safety. Whenever a Container is not Collected, Franchisee shall contact the Customer on the scheduled Collection day or within twenty-four (24) hours of the scheduled Collection day by telephone, email, text message, or other verbal or electronic message to explain why the Container was not Collected; Franchisee shall keep a log of such contacts with a description of the precipitating event, the date, time, Customer address, contact information utilized for communications, and summary of discussions. Whenever a Container is not Collected because of Excluded Waste, a Customer service representative shall contact the Customer to discuss, and encourage the Customer to adopt proper Discarded Materials preparation and separation procedures, and direct removal and proper disposition of Excluded Waste observed.

6.2.6 City Notice and Action.

Franchisee shall notify the City in writing of repeat (three or more) Excluded Waste violations at a Premises, and deliver to City copies of all evidence, tags, notices and evidence related thereto. City shall consult with Franchisee to consider, and pursue as applicable, appropriate legal remedies against the offending Customer.

6.3 SB 1383 Compliance Reviews.

Subject to Applicable Law governing data security and privacy rights, including, without limitation, the California Consumer Privacy Act of 2018 (Civ. Code, § 1798.100 et. seq.), Franchisee shall, upon City's request, assist City with its annual compliance review of Commercial and Multi-Family Customers as set forth in 14 CCR Section 18995.1(a)(1)(A) and investigations of complaints as set

forth in 14 CCR Section 18995.1(a)(3). Any such compliance review shall mean a “desk” review of records to determine the Commercial/Multi-Family Customer’s compliance with 14 CCR Section 18984.9(a). Notwithstanding the foregoing and unless otherwise provided in the Agreement, Franchisee shall not have any obligation to inspect the Premises of any Customer or pursue any enforcement action related to, or arising out of, 14 CCR Section 18995.1, Section 18995.3, and Section 18995.4, which remain the sole obligations of City pursuant to Applicable Law.

6.3.1 Annual Reviews.

Annually Franchisee shall conduct Hauler Route reviews of Commercial, Multi-Family, and Residential Generators for compliance with the City’s Discarded Materials Collection program and Container contamination monitoring. These Hauler Route reviews may be performed concurrently with the contamination monitoring Hauler Route reviews, provided that Franchisee documents a reasonable sampling of Generators for which compliance with the Discarded Materials program was assessed during the Hauler Route review.

6.4 Automatic Enrollment.

City mandates that the Owner of each Commercial Premises and Multi-Family Premises in the City, where Discarded Material is produced, to subscribe to the Source Separated three-container system provided for in this Agreement as specified in Section 5.2.1 and applicable provisions of the Bell Municipal Code and consistent with Applicable Law. City shall direct Franchisee to automatically enroll any new or unsubscribed Single-Family, Commercial and Multi-Family Premises Customers in Black Container, Blue Container and Green Container Collection services pursuant to applicable provisions of the Municipal Code. Franchisee shall provide these services at the rates specified in Exhibit A.

6.5 Record of Non-Collected Materials.

The Franchisee shall notify Customers in the event any item left for disposal is not picked up for any reason. Said notification shall be in writing, which may include email notification, and state Franchisee’s telephone, address and shall give the reason for non-Collection. Reasons for non-Collection may include, but are not limited to the following: Containers inaccessible to Franchisee (after Franchisee has made a reasonable effort to secure access); improper Container; Container overfilled; heavy Container; or, the Container includes Hazardous Waste or Excluded Waste. The Franchisee shall maintain a record of all items not Collected and provide a copy of said record to the City Manager or his or her designee in accordance with the reporting provisions hereof.

6.6 Public Education and Outreach.

Franchisee shall, at its sole expense, create all applicable education materials and conduct all education programs and activities as provided by and in accordance with 14 CCR Section 18985.1.

6.6.1 General.

In general, Franchisee-provided public education and outreach shall include all content required by this Section 6.6 and should: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, reuse, and reduction of Landfill disposal; (ii) instruct Generators on the proper method for placing Discarded Materials in Containers for Collection, Source Separation, and setting Containers out for

Collection with specific focus on minimizing Prohibited Container Contaminants; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, Recyclable, or Compostable; (v) inform Generators subject to Edible Food recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost and Mulch; and, (vii) encourage Generators to purchase products/packaging made with Recycled-content materials. The cumulative intended effect of these efforts is to reduce each Customer's generation of Black Container Waste service and, ultimately, disposal, and Franchisee agrees to support and not undermine or interfere with such efforts.

6.6.2 Franchisee Cooperation and/or Support for City Educational Efforts.

Franchisee acknowledges that it is part of a multi-party effort to operate and educate the public about the integrated waste management system. Franchisee shall cooperate and coordinate with the City on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. Franchisee shall obtain approval from the City Manager on all Franchisee-provided public education materials as set forth in Exhibit D. In the event the City desires City shall have the right to request that Franchisee include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld. The City reserves the right to direct the Franchisee to modify the education and outreach program at any reasonable time.

6.6.3 Education and Outreach Plan.

Franchisee shall develop and submit a public education plan to promote the programs performed by Franchisee under this Agreement. The public education plan shall present the education activities as set forth in Exhibit D for the upcoming calendar year and shall be submitted with the Franchisee's annual report. Each public education plan shall specify the target audience for services provided, include upcoming promotions for ongoing and known special events, identify program objectives, individual tasks, public education materials to be developed or updated, opportunities for expanded partnerships, and a timeline for implementation. Franchisee shall meet with the City Manager or designee to present and discuss the plan, and the City Manager or designee shall be permitted to provide input on each annual public education plan, and the plan shall not be finalized or implemented without written approval of the City, which shall not be unreasonably withheld or delayed.

6.6.4 Content.

Annually the Franchisee shall include the following education and outreach content to Customers by incorporation of this content into the public education materials:

- (a) Information on the Generator's requirements to properly Source Separate Blue Container Waste, Green Container Waste and Black Container Waste and place such materials in appropriate Containers pursuant to this Agreement, SB 1383 Regulations, and all other Applicable Law.
- (b) Information on methods for the prevention and minimization of Recyclable Materials and Green Container Waste generation; managing such materials on Generator's Premises through Composting or other source-based Diversion activities allowed under 14 CCR Sections 18983.1 and 18983.2; sending Green

Container Waste to community Composting operations; and any other local requirements regarding Discarded Materials.

- (c) Information regarding the methane reduction benefits of reducing the disposal of Green Container Waste, and the method(s) that the Franchisee uses to recover Organic Materials.
- (d) Information regarding how to recover Source Separated Recyclable Materials, Blue Container Waste, and Green Container Waste, and a list of haulers approved by the City for pick-up and disposal of materials that are not Collected by Franchisee under its Franchise rights.
- (e) Information related to the public health and safety and environmental impacts associated with the failure to Divert Recyclables and Organic Materials.
- (f) Information regarding programs for donation of Edible Food and a list of organizations (as approved by the City) that accept and distribute Edible Food donations or provide programs for regular Edible Food pick-up and distribution. And, for Commercial Customers, information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.
- (g) Information regarding Self-Hauling requirements.
- (h) Information about special programs offered by the Franchisee, including without limitation, battery Collection program locations, holiday tree Collection, SHARPS program, shredding events, Kitchen Waste Pail program, City clean-up events, etc.
- (i) Any other Federal, State, or local requirements to properly separate Discarded Materials or other necessary actions by Generators, including applicable requirements of the Bell Municipal Code, AB 341, AB 1826, and SB 1383 and corresponding their regulations.

6.6.5 Distribution Methods.

Franchisee shall use the following methods to provide education information to Customers:

- (a) **Printed materials:**

Franchisee shall provide education materials in print (e.g., billing inserts; or in the case of mailings by City, Franchisee will provide education materials to be mailed) at least once every three (3) months for each Customer category (Residential, Multi-Family and Commercial). Materials shall include a quarterly newsletter, annual brochure, flyers, and leaflets. The Franchisee shall be responsible for the design, printing, and distribution of these materials. All Franchisee-printed public education materials shall, at a minimum, use Recycled paper and/or be made of Recycled material. The Franchisee will use 100% post-consumer paper, and procure printed materials from local businesses.
- (b) **Electronic materials and website content:**

Franchisee shall provide electronic and website content for all education and outreach materials, including those that were provided in print, and which may

further include, but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. The Franchisee shall be responsible for the design, posting, and electronic distribution of these materials.

(c) Workshops.

(i) Recycling Workshops.

Franchisee shall provide recycling workshops at no additional charge to businesses with a need for or that request such a service. Franchisee will inform Customers about properly using their Source Separated Containers and benefits of recycling.

(ii) Compost Workshops.

Franchisee shall provide Composting workshops at no additional charge to residents and businesses with a need for or that request such a service. Franchisee will instruct Customers on how to turn their Organic Waste into Compost at their Premises.

(iii) Business Compliance Workshops.

Franchisee shall host free, semi-annual, on-site workshops for all Commercial businesses. Workshop presenters will provide educational materials, website, and social media channels describing the mandatory Recycling and Organic Waste Diversion requirements of AB 341, AB 1826, and SB 1383.

(d) Translations.

The Franchisee shall make all public education and outreach materials available in English, Spanish, Lebanese Arabic, including using website and/or QR Code references, or similar such technology for non-English materials (or printed upon request of a Customer).

6.6.6 Record of Educational Program Materials.

Franchisee shall include a copy of all education and outreach materials distributed and provide such materials to the City in a form and manner to ensure City compliance with 14 CCR Section 18985.3. Franchisee shall track and maintain records of SB 1383 educational activities using a cloud-based software (such as Minerva™ or Recyclist or equivalent) which shall be accessible to the City as needed.

6.6.7 Edible Food Recovery Program.

Franchisee shall support the City in maintaining an Edible Food recovery and food distribution program. As part of the Compliance Report, Franchisee shall annually provide City with a list of Commercial Edible Food Generators as described in 14 CCR Section 18982(a)(74) and 14 CCR Section 18982(a)(75), Food Recovery Organizations, and Food Recovery Services in the City. Franchisee shall assist City in establishing a program with Food Finders or another qualified Edible Food recovery 3rd party collection partner of the City's choosing. Franchisee shall provide educational

materials in accordance with Section 6.6.1 of this Agreement and may inspect Edible Food Generators for compliance with the food recovery requirements of SB 1383.

6.6.8 Other Education Programs.

Franchisee and City shall jointly develop and implement a public awareness and education program that is consistent with the City's Source Reduction and Recycling Element and its Household Hazardous Waste Element and the City's Stormwater Program.

6.7 Annual Recycling Awards.

Each year, Franchisee shall recognize businesses with outstanding participation in Recycling and/ or Organic Waste programs, and SB 1383 Compliance, by identifying "recycling all-stars" for recognition during a City Council meeting.

6.8 Citizen Complaints.

All Customer complaints shall be directed to Franchisee. The Franchisee shall initially respond to all complaints within twenty-four (24) hours and shall exercise due diligence to resolve all complaints. The City may, but is not obligated to, respond to complaints that have not been resolved within twenty-four (24) hours and may charge the Franchisee for the actual costs incurred therefor. In connection herewith, Franchisee shall adequately staff its telephone system so that it is capable of handling all calls during peak business hours.

6.8.1 SB 1383 Complaints.

Except with respect to contamination monitoring under Section 6.2, Franchisee shall commence an investigation, within ninety (90) Days of receiving a complaint in the following circumstances: (i) upon Franchisee receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a violation of SB 1383 Regulations. Franchisee is required to investigate complaints against Customers and Generators, but not against Food Recovery organizations or services, and other governmental entities regulated by SB 1383 Regulations. Any such investigation shall be a "desk review" of records collected and maintained by Franchisee to determine the Customer's compliance with SB 1383 Regulations.

6.8.2 Missed Collection Complaints.

Franchisee shall Collect Containers during the Collection hours as set forth in Section 5.2.3. For complaints about missed Collections, where Containers are properly and timely set out, received by 12:00 noon that Collection day, Franchisee shall return to the Premises and Collect the missed materials same day. For complaints about missed Collections that are received after 12:00 noon on a Collection day, Franchisee shall resolve the complaint by the end of the following day.

6.8.3 No Open Hauler Routes.

Franchisee shall use best efforts to provide all labor, materials and equipment available to timely complete the Collection of all Discarded Materials from all Customers within the City each regularly scheduled Collection day. In the event that Franchisee fails to Collect more than fifty (50)

Customer accounts on a scheduled Collection day on a single Hauler Route, Franchise shall be subject to liquidated damages pursuant to Section 12.13. For purposes of determining liquidated damages, any Customer accounts that are included in an open route as defined in this Section shall not be considered “missed pick-ups” pursuant to Section 6.8.2.

6.8.4 Record of Complaints.

Franchisee shall maintain a record of all complaints received by mail, by telephone or in person (including date, name, address of complainant and nature of complaint) for a period of three (3) years. Franchisee will maintain records listing the date of Customer complaints, the Customer, describing the nature of the complaint or request, and when and what action was taken by the Franchisee to resolve the complaint.

6.8.5 Disputes; City Review.

The City Manager shall determine if the Customer’s complaint is unresolved and, if so, what remedy, if any, shall be imposed. The remedy under this Section shall be limited to a rebate of Customer charges related to the period of breach. A Customer dissatisfied with Franchisee’s handling of a complaint may ask the City to review the complaint. To obtain this review, the Customer must request City review within thirty (30) Days of receipt of Franchisee’s response to the complaint, or within forty-five (45) Days of submitting the complaint to the Franchisee, if the Franchisee has failed to respond to the complaint. The City may extend the time to request review for good cause.

6.8.6 Franchisee's Time to Cure Complaint.

Before reviewing the complaint, the City Manager shall refer it to the Franchisee. If the Franchisee fails to cure the complaint within ten (10) Days or other such reasonable time if the complaint cannot reasonably be cured by Franchisee within such ten (10) Day period, the City Manager shall review the Customer’s complaint and determine if further action is warranted. The City Manager may request written statements from the Franchisee and Customer, and/or oral presentations.

6.8.7 Decision of City Manager.

The decision of the City Manager shall be final on any matter under Five Thousand Dollars (\$5,000.00). In the event of a decision on a matter awarding Five Thousand Dollars (\$5,000.00) or more, Franchisee may seek review by the City Council.

6.8.8 Quality-of-Service Surveys.

The City may require that the Franchisee provide at its own expense, once annually a “Quality-of-Service” survey of Franchisee’s Customers during the Term of the Agreement. Prior to finalizing the survey form, the City shall review the survey with the Franchisee. Results of the Quality-of-Service survey shall be reviewed with the Franchisee and used to discuss improvements in service delivery.

7. WASTE DIVERSION, INDEMNITY AND ORGANICS PROCUREMENT

7.1 Solid Waste Diversion Guarantee.

Franchisee hereby agrees to meet or exceed the Diversion mandates imposed on City set forth in the Refuse Impact Reduction Laws, as may be amended. To this end, as required under current Applicable Law as of the Effective Date, Franchisee warrants and guarantees that it will carry out its obligations under this Agreement such that: (i) both it and City will at all times be in compliance with the

percentage Diversion requirements established under Refuse Impact Reduction Laws as measured by the per capita per year Diversion requirement pursuant to Applicable Law as reported by CalRecycle. In this regard, Franchise agrees that it will, in addition to any other requirement contained herein, at its sole cost and expense:

7.1.1 Hold City Harmless.

Subject the provisions of Public Resources Code Section 40059.1, to the extent legally permitted, defend, with counsel approved by City, indemnify, and hold harmless City and City's officials, employees, and agents from and against all fines, fees and/or penalties and other liabilities which may be imposed by CalRecycle if: (1) Franchise fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or Refuse Impact Reduction Laws and such failure or refusal prevents or delays City from submitting reports required by Refuse Impact Reduction Laws in a timely manner as determined by CalRecycle; or, (2) the Source Reduction and Recycling goals, Diversion requirements, program implementation requirements, or any other requirements of the Refuse Impact Reduction Laws are not met with respect to the waste stream Collected under this Agreement, to the proportionate extent due to the fault of the Franchisee pursuant to Public Resources Code Section 40059.1.

7.1.2 Respond to CalRecycle.

Assist City in responding to inquiries from CalRecycle within the timeframes required by Refuse Impact Reduction Laws for production of all documents required to be maintained in City's Implementation Record for SB 1383 and all other requested information and documentation.

7.1.3 Attend CalRecycle Visits.

Attend CalRecycle site visits in City upon request of City;

7.1.4 Assist City with SSRE Review.

Assist City in preparing for, and participating in, CalRecycle's biennial review of City's SRRE pursuant to Public Resources Code Section 41825 (may be every two (2) years, or every (4) four years if City remains in compliance);

7.1.5 Assist with Extensions.

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

7.1.6 Assist with Compliance Hearings.

Assist City in any hearing conducted by CalRecycle relating to City's compliance with any Refuse Impact Reduction Law;

7.1.7 Assist with Development of Education Programs.

Assist City with the development of and implementation of all public awareness and education program(s) required by CalRecycle or other agencies (in addition to those described in Exhibit D that are consistent with the City's SRRE and HHWE, as well as any related requirements of Refuse Impact Reduction Laws;

7.1.8 Provide Technical Assistance.

Provide City with Recycling, Source Reduction, Diversion, and any technical assistance related thereto;

7.1.9 Implement Compliance Orders.

Implement all new, enhanced, or other Diversion programs, public outreach and education, and all other requirements contained in any compliance order issued to the City and/or to Franchisee by CalRecycle at any time during the Term and comply with all deadlines and timeframes contained in said compliance order(s);

7.2 SRRE and HHWE Services.

Franchisee shall respond to City's requests to implement program or service alternatives identified in the City's Source Reduction and Recycling Element (SRRE) and Household Hazardous Wastes Element (HHWE) to increase the amount of Diversion. In the event the City makes such a request, Franchisee shall be entitled to an adjustment to the rates set forth in Exhibit A in accordance with, and subject to, Section 10.4.1 and Section 10.4.2. For any additional programs or services implemented as a result of such request, Franchisee shall provide City with written reports in a form adequate to meet City's reporting requirements to CalRecycle upon implementation of such additional programs or services.

7.3 Construction and Demolition Waste Diversion.

In addition to meeting the Diversion requirements of Section 7.1 above, City wishes to meet the Construction and Demolition waste Diversion goals established by SB 1374 (2002) and the California Green Building Code (2011) by diverting seventy-five percent (75%) of C&D Materials. The Franchisee is required to meet a 75% Diversion level for all C&D Materials Collected under this Agreement. A good faith effort exemption may be granted to the Franchisee by the City on a project-by-project basis.

7.4 Meet and Confer Process.

If Franchisee fails to Divert the required amount of the City's Discarded Materials, as described in this Agreement, Franchisee and City shall meet and confer in good faith to develop a revised or new Diversion program. Following at least sixty (60) days of such negotiations, failure to develop a compliant Diversion program meeting these standards may qualify as a default of this Agreement subject to the enforcement, liquidated damages or other remedies at law or equity available under this Agreement.

7.5 Procurement of Recovered Organic Waste Products.

Franchisee shall use reasonable efforts to procure Mulch, Compost, or Renewable Natural Gas (subject to commercial availability in the City), each as defined in 14 CCR Section 18982(a), to assist the City in achieving its annual recovered Organic Waste product procurement target under 14 CCR Section 18993.1. Franchisee shall assist the City in reaching its procurement targets using methods that include, without limitation, the following:

7.5.1 Renewable Natural Gas (RNG) Vehicles.

Under this Agreement, the Franchisee shall make a best effort for all Collection vehicles to be powered by RNG generated by a local facility or powered by RNG that is purchased through a wheeling agreement with a party(ies), provided that the wheeling agreement is for purchase of gas derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by Title 14 of CCR to recover Organic Waste and meets the requirements of 14 CCR Section 18993.1(h). Upon City's request, Franchisee shall obtain and provide the City with a written certification by an authorized representative of the publicly owned treatment works or the wheeling agreement Franchisee certifying that the in-vessel digestion facility produces the RNG consistent with the requirements of 14 CCR Section 18993.1(h). Franchisee shall maintain records of the amount of RNG purchased and shall report this information promptly upon its reasonable availability. Franchisee shall agree to the City the right to report this RNG usage toward the City's fulfillment of its annual recovered Organic Waste product procurement target in accordance with 14 CCR Section 18993.1.

7.5.2 Bulk Compost.

Franchisee shall make available for City at least two each forty (40) yard Roll-Off Containers of bulk Compost per calendar year for use in City parks and facilities at no cost to the City. City will notify Franchisee as to the City's needs for delivery of finished Compost throughout the calendar year. Franchisee shall deliver Compost within seven (7) Days of City request to any accessible location within City limits. If City does not use the Compost made available by Franchisee by the end of the calendar year, the City no longer retains the right to use or request that bulk Compost allocation that was reserved for that calendar year. Any of the bulk Compost allotment that is not requested by the City during the calendar year shall not carry over into the next calendar year. All Compost provided by Franchisee must meet or exceed State requirements for Compost quality, including those standards regarding Compost maturity, reduction of pathogens, elimination of weed seeds, and concentrations of physical contaminants such as glass, plastic, metal, and other Non-Organic Recyclables. All Compost provided by Franchisee must be suitable for use in landscaping, parks, sports fields, and community gardens, and must be suitable for distribution to the general public, but shall not be required to be certified by the Organic Materials Review Institute (OMRI).

7.5.3 Bulk Mulch.

Franchisee shall make available to City at least two each forty (40) yard Roll-Off Containers of bulk Mulch per calendar year for use in City parks and facilities at no additional cost to City or Customers. Delivery, use of and allotment management of Mulch shall operate in the same manner as for bulk Compost.

7.5.4 Residential Compost/Mulch Giveaways.

Franchisee shall provide Compost and Mulch for City "giveaway" events to distribute such materials to Residential Customers at no cost. The location, date, and time of such events shall be determined by the City with notice provided to the Franchisee within forty-five (45) Business Days of the date of the event and may be held in conjunction with other City-approved events. Franchisee shall deliver the Compost and/or Mulch to the agreed-upon event location at no cost to City. Franchisee shall provide at least one (1) attendant for at least six (6) hours per event. Franchisee shall make available for distribution an annual total of at least:

- (a) Two each forty (40) cubic yards (Roll-Off Containers) of Compost for all Customers in the City at two (2) public “giveaway” events to be advertised by Franchisee, and
- (b) Two each forty (40) cubic yards (Roll-Off Containers) of Mulch for all Customers in the City at two (2) public “giveaway” events to be advertised by Franchisee.

7.5.5 Procurement Credits.

Franchisee shall (i) distribute materials as required by this Section 7.5, and (ii) keep, prepare, and provide to City all reports and data in such a manner as to ensure that all distributions and giveaways qualify for City's procurement credit under SB 1383.

8. MATERIALS RECOVERY FACILITIES FOR RECYCLABLE PROCESSING

8.1 Ownership of Discarded Materials.

Once Discarded Materials are placed in a Container for Collection, ownership shall transfer to Franchisee, subject to the terms of this Agreement and by operation of law. Franchisee is hereby granted the right to retain, Recycle, Compost, Dispose of, and otherwise use such Discarded Materials, or any part thereof, in any lawful fashion or for any lawful purpose desired by Franchisee in accordance with Applicable Law. Subject to the provisions of this Agreement, Franchisee shall have the right to retain any benefit or profit resulting therefrom. The Discarded Materials or any part thereof, which are delivered at a Facility shall become the property of the owner or operator of the Facility once delivered there by Franchisee, excepting materials Processed to be returned to City for giveaways or procurement by the City pursuant to SB 1383. At no time does City obtain any right of ownership or possession of Discarded Materials placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has such rights.

8.2 Use of Approved Facilities.

As part of its approved work plan, Franchisee has described all Approved Facility names, SWIS numbers and addresses where Discarded Materials will be delivered and sorted, and the Tipping Fees have been calculated based on said description. Franchisee has included the type of permits for the facilities (i.e. certified to receive Recyclable Materials, household refuse, etc.) and states the permitted total tonnage allowed (capacity) at each facility per Day and current tonnage of materials received. Franchisee shall utilize the Approved Facility(ies) for the transport, transfer, Processing, and disposal of Discarded Materials in accordance with this Section and Applicable Law. Transportation of any category of Discarded Materials to any non-Approved Facility is prohibited without prior written approval of the City, which approval shall not be unreasonably withheld or delayed upon Franchisee's demonstration that the proposed alternate facility is duly permitted, authorized and able to handle the subject Discarded Materials pursuant to Applicable Law and CalRecycle. Subject to events of Force Majeure and Franchisee's right to cure, if Franchisee transports Discarded Materials to a facility other than a Designated Facility or an Alternative Facility without prior City approval, Franchisee's uncured failure to comply may be declared a default of this Agreement subject to any and all available remedies hereunder.

8.2.1 Approved Facility Requirements.

Franchisee shall transport all Discarded Materials to the Approved Facility(ies) and shall Process and dispose of Discarded Materials in accordance with the following requirements:

- (a) **Approved Transfer Facility.**
Franchisee's Approved Transfer Facility shall be permitted and maintained at all times as a facility/operation that transfers Single-Family, Multi-Family, and Commercial Source Separated Blue, Green and Black Container Discarded Materials in accordance with this Agreement.
- (b) **Approved Source Separated Recyclable Materials Processing Facility (Blue Containers).**
Franchisee's Approved Recyclables Processing Facility shall be permitted and maintained at all times as a facility or operation that Processes Single-Family, Multi-Family, and Commercial Source Separated Recyclable Materials to recover materials designated for Collection in the Blue Container.
- (c) **Approved Organic Waste Processing Facility (Green Containers).**
Franchisee's Approved Organic Waste Processing Facility shall be permitted and maintained at all times as a facility that Processes Source Separated Single-Family, Multi-Family, and Commercial Green Container Waste.
- (d) **Approved Disposal Facility (Black Containers).**
Franchisee's Disposal Facility shall be permitted and maintained at all times as a facility that accepts Single-Family, Multi-Family, and Commercial Black Container Waste Collected in accordance with this Agreement for final disposal.

8.3 Disposal Destinations for Discarded Materials.

The following facilities shall be permitted to accept Solid Waste, Recyclable Materials, and Organic Waste, as applicable, Collected by Franchisee under this Agreement and shall comply with Applicable Law. Franchisee shall pay all costs for the transport, transfer, Processing, and/or Disposal of Discarded Materials Collected in accordance with this Agreement. Franchisee's compensation for such services is included in the Rates charged to Customers. As applicable, facility(ies) owned or operated by Franchisee shall meet thresholds on incompatible materials (as defined by 14 CCR Section 17402(a)(7.5).) and pursuant to 14 CCR Section 17409.5.8.

8.3.1 Black Container Waste Disposal.

Franchisee shall transport the Black (Black) Container Waste to the approved Disposal Facility;

8.3.2 Blue Container Waste Diversion and Processing.

Franchisee shall transport the Blue Container Waste to (i) the Approved Source-Separated Recyclable Materials Processing Facility, or (ii) an Approved Transfer Station for transfer and transport to the Approved Source-Separated Recyclable Materials Processing Facility; and

8.3.3 Green Container Waste Diversion and Processing.

Franchisee shall transport the Green Container Waste to (i) the Approved Organic Waste Processing Facility, or (ii) an Approved Transfer Station for transfer and transport to an Approved Organic Waste Processing Facility; and

8.3.4 C&D Waste Diversion and Processing.

Franchisee shall transport Construction and Demolition Debris to (i) an Approved C&D Processing Facility, or (ii) an Approved Transfer Station for transfer and transport to an Approved C&D Processing Facility.

8.4 Restrictions on Use of Non-Approved Facilities.

Transportation of any category of Discarded Materials to any non-Approved Facility is prohibited without prior written approval of the City. Should Franchisee determine to utilize any facility other than an Approved Facility, or should Franchisee materially change the scope of Approved Facility services utilized by it, then the City reserves the right, in its sole discretion, to require Franchisee to put such services/facilities to a competitive bid process. Any proposed alternate facility must be duly permitted, authorized and able to handle the subject Discarded Materials pursuant to Applicable Law and CalRecycle. If Franchisee transports Discarded Materials to a facility other than an Approved Facility without prior City approval and the prerequisites set forth in Section 8.2.1, Franchisee's failure to comply may be declared a default of this Agreement subject to any and all available remedies hereunder.

8.4.1 Consideration of Alternate Facilities.

The City reserves the right to require that Franchisee meet and confer with City to discuss changes in technology and regulatory requirements with regard to Processing facility services once every five (5) years commencing from the Effective Date.

9. VEHICLES, EQUIPMENT AND PERSONNEL

9.1 Vehicles.

9.1.1 General.

Franchisee shall maintain all fleet vehicles in a clean, well-maintained, professional appearance. All vehicles shall be uniformly painted. All vehicles shall be registered with the California Department of Motor Vehicles and shall meet or exceed all applicable State and local requirements, including, without limitation, those of the California Highway Patrol ("CHP"), throughout the term of this Agreement.

9.1.2 Truck Bodies.

All truck bodies used by Franchisee shall be constructed of metal, shall be watertight and leakproof and shall be so constructed as to prevent odors or the falling, leaking or spilling of Solid Waste, Recyclables, or other materials. Each vehicle shall carry at all times a broom and shovel to be used for the immediate removal of any spilled material. Each vehicle shall also carry a fire extinguisher and first aid kit.

(a) **Spillage and Litter.**

Franchisee shall not litter while providing Collection services or while its Collection vehicle(s) are on the road. Franchisee shall transport all materials Collected under this Agreement in such a manner as to prevent the spilling or blowing of such materials from Franchisee's Collection vehicle(s). Franchisee shall exercise all reasonable care and diligence in providing Collection services to prevent spilling or dropping Discarded Materials and shall immediately, at the time of occurrence, clean up such spilled or dropped materials. Franchisee shall clean up any material or residue that was spilled or scattered by Franchisee or its employees. Franchisee shall not be responsible for cleaning up unsanitary conditions not caused by Franchisee or its employees, such as litter caused by the carelessness of the Customer or other third-parties, provided that Franchisee shall promptly report such conditions to City.

- (i) Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Franchisee's operations, Collection vehicles or equipment repair shall be covered immediately with an absorbent material and removed from the street surface. When necessary, Franchisee shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such clean-up, Franchisee's Collection vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.
- (ii) In the event physical damage to City streets (excluding stains) is caused by a hydraulic oil spill, Franchisee shall be responsible for all repairs to return the street to the same condition prior to the spill. Franchisee shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City Manager and at no cost to the City or Customer.
- (iii) The above paragraphs notwithstanding, Franchisee shall initiate cleanup of any spillage, litter, equipment oil, hydraulic fluids, spilled paint, and any other liquid or debris caused by Franchisee within two (2) hours upon notice from the City.

9.1.3 Backup Alarm.

Each vehicle used for Collecting, hauling or disposing of Solid Waste or Recyclables shall be equipped with an audible warning device that is activated when the vehicle is backing up.

9.1.4 Gross Vehicle-Weight Limit.

No vehicle used for Collecting, hauling or disposing of Solid Waste or Recyclables shall be loaded in excess of the manufacturer's gross vehicle weight rating or in excess of the maximum weight specified by the California Vehicle Code, whichever is less. Evidence of the manufacturer's name and gross vehicle weight rating shall be maintained in, or upon, every vehicle.

9.1.5 Vehicle Identification.

All vehicles used in the performance of this Agreement shall bear the Franchisee's name and vehicle number in minimum lettering of four (4) inches.

9.1.6 Residential Service Vehicles.

Vehicles used for Residential Collection services shall be fully automated side-loading refuse trucks, using a fully mechanized arm to pick up and dump automated waste Collection Containers. Drivers shall not be required to exit the vehicle to assist with securing the Containers to, or lifting the Containers into, the refuse Collection truck.

9.1.7 Alternative Fuel Vehicles.

The Franchisee shall use alternative fuel vehicles approved by the South Coast Air Quality Management District for all Collection services. Vehicles shall meet all requirements specified per AQMD Rule 1193 as it may be amended from time to time.

9.2 Vehicle Maintenance and Appearance.

9.2.1 Vehicle Inventory.

Franchisee shall provide the City with a truck inventory of all trucks to be used in the performance of this Agreement, which includes make, model, age, and mileage of the vehicle, and all inspection records. When the entire alternatively fueled fleet of Collection vehicles are in service, and annually thereafter, the inventory shall be updated.

9.2.2 Preventive Maintenance and Repair Program.

Franchisee shall develop and have available for City review a complete and comprehensive preventive maintenance and repair program. Franchisee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule and shall inspect each vehicle daily to ensure that all equipment is in good working order. Franchisee shall keep accurate records of all vehicle maintenance and repairs, recorded according to date and mileage, nature of maintenance or repair and the signature of a maintenance supervisor or mechanic that the maintenance or repair has been properly performed. Franchisee shall make such maintenance records available to City on request.

9.2.3 Vehicle Cleaning.

Each vehicle used within the City shall be cleaned thoroughly by washing with water after each Day's use. Vehicles shall be washed completely at least once a week and steam-cleaned on a regular basis so as to present a clean appearance and minimize odors, but in no event less than once a month.

9.2.4 Vehicle Storage.

No vehicle used by Franchisee in performance of this Agreement shall be stored on any public street or other public property in the City.

9.3 Inspections.

9.3.1 Initial City Inspection.

Within the first thirty (30) Days following the date Franchisee provides a copy of its Vehicle Replacement and Acquisition Plan to City or any update thereto, the City may inspect Franchisee's vehicles for the purpose of determining the adequacy of Franchisee's Vehicle Replacement and Acquisition Plan to provide vehicles that are safe, sanitary and of good appearance.

9.3.2 City Inspections.

Franchisee shall give the City at least fifteen (15) Days prior written notice of any vehicle inspection to be performed by the CHP and the City may elect to observe the CHP inspection. Without limiting the City's right to observe the CHP inspections, City reserves the right to cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the Municipal Code and the State Vehicle Code, including but not limited to California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with applicable codes and such conformance has been acknowledged by City. The City may elect in its sole discretion to hire an independent Franchisee to perform a comprehensive inspection of Franchisee's vehicles. If the City hires an independent Franchisee to perform the inspection on behalf of the City the Franchisee shall pay for the cost of such inspection. City shall act prudently in requesting any such inspection.

9.3.3 Brake Inspections.

The brake system of each vehicle used in performance of this Agreement shall be inspected bi-annually by the CHP and shall comply with State law. Notice of certification shall be filed with the City within thirty (30) Days after each such certification. Failure to submit the required certification shall be grounds for terminating this Agreement.

9.3.4 Correction of Defects.

Following any inspection, the City Manager shall have the right to require Franchisee to take out of service any vehicles and equipment not in good working order and cause Franchisee to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly within thirty (30) Days of notification of defect in such vehicle or equipment. The City Manager's determination may be appealed to the City Council.

9.4 Personnel.

9.4.1 General.

Franchisee shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Agreement in a courteous, safe and efficient manner. Subject to Franchisee's collective bargaining agreements and requirements for represented employees, when hiring new employees, whether at the Effective Date, or subsequently, Franchisee agrees to conduct outreach in the City for qualified Franchisee employee applicants residing in the City of Bell. Franchisee shall provide evidence of job recruitment efforts.

9.4.2 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, issued by the California Department of Motor Vehicles.

9.4.3 Uniforms and Identification Badges.

Franchisee shall require its drivers and all other Collection personnel to wear a suitable and appropriate uniform as a means of identifying the employee. All other employees of Franchisee who come into contact with the public shall carry suitable identification badges or cards upon their Person.

9.4.4 Employee Appearance and Conduct.

All employees, while engaged in the Collection of Solid Waste or Recyclables within the City or otherwise engaged in Collection services described in this Agreement, shall be attired in uniform. At least one member of every Collection truck crew shall be able to read and speak English. Franchisee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Franchisee shall regularly train its employees in Customer 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, Franchisee shall take all appropriate corrective measures.

9.4.5 Background Checks.

Republic shall (or has) perform(ed) security and identification checks upon all its present and future employees, or for probable cause. Such background checks shall be made available to the City upon written request.

9.4.6 Safety Training.

Franchisee shall provide suitable operational and safety training for all its employees who use or operate vehicles or equipment for Collection of Solid Waste or who are otherwise directly involved in such Collection. Franchisee shall train its employees involved in Solid Waste and/or Recycling Collection to identify, and not to Collect, Hazardous Wastes. Franchisee and its employees shall comply with the terms of all contracts between the Los Angeles County Sanitation District and any Disposal Site that is used by Franchisee.

9.4.7 Safety.

All work performed pursuant to this Agreement shall be performed in a manner that provides safety to the public and meets or exceeds safety standards outlined by the California Construction Safety Orders under the State of California Code of Regulations ("CAL-OSHA"). City reserves the right to issue restraint or cease and desist orders to Franchisee when unsafe or harmful acts are observed or reported to City. Franchisee shall instruct its employees to report immediately any hazardous conditions or Hazardous Wastes they observe within the City during the course of their work to the City. In the event of Franchisee's spill or release of a Hazardous Substance, Franchisee is responsible for promptly notifying any federal, State, County, or local governmental agency (such as the California Department of Toxic Substances Control and/or the California Office of Emergency Services) having jurisdiction over same as maybe be required under federal, State, County or local law or regulation. Franchisee shall report the spill within two (2) hours.

9.4.8 No Gratuities.

Franchisee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the work performed by those employees pursuant to this Agreement.

10. FRANCHISEE'S COMPENSATION

10.1 Rates Subject to Proposition 218.

Any increase in service rates charged to Customers for services under this Agreement, other than a contractually scheduled annual rate adjustment made pursuant to use of a published index for adjusting rates as authorized herein (i.e., Government Code § 53756), that exceed currently existing rates are subject to Proposition 218, including both the initial service rates charged hereunder (Exhibit A as originally adopted as of the Effective Date) and any increases imposed thereafter.

10.2 Maximum Rate Schedule.

In the attached Exhibit A, which is incorporated herein by this reference ("Maximum Rate Schedule"), the City has approved the maximum service rates which may be charged by Franchisee to its Customers in the City as of the Effective Date. If approved, the Maximum Rate Schedule and any rate increases thereto will become effective following approval through the Proposition 218 hearing process unless another date for new rates taking effect is specified in the Proposition 218 notice and hearing. Franchisee may adjust its rates for the services provided hereunder so long as they do not exceed any of the rates in the most recent Maximum Rate Schedule adopted pursuant to Proposition 218 (i.e., Franchisee may lower rates below the levels stated in the adopted Maximum Rate Schedule without a Proposition 218 process). Franchisee shall not receive any other fees or compensation for the services to be performed pursuant to this Agreement in excess of those provided in the Maximum Rate Schedule until such additional fees or compensation have been duly noticed and subjected to a public hearing process in accordance with Proposition 218.

10.3 Rate Composition.

During the Term of this Agreement, all Franchise rates will be divided into two rate components: "Collection" and "Disposal". Such a "component" breakdown must be disclosed to the City within the initial rates for this Agreement and as part of any subsequent rate increase request by the Franchisee. Such Collection components are not required to be listed in Franchise rate sheets or included on billings to the Franchisee's Customers.

10.4 Adjustments to Maximum Rate Schedule.

10.4.1 Cost of Living Adjustments.

On the anniversary of the Effective Date, and annually thereafter, the Maximum Permissible Rates shall be adjusted as follows, subject to the assent of the City and any necessary compliance with Proposition 218:

(a) *Adjustment to Collection Component of Rates.*

Effective July 1 (or such other time as may be agreed to by the City and Franchisee in writing) of each year during the Term, the "Collection Component" of rates shall be adjusted to reflect CPI, subject to the adjustment limitations in Government Code § 53756.

(b) *Adjustment to Disposal Component of Rates.*

Effective July 1 (or such other time as may be agreed to by the City and Franchisee in writing) of each year during the Term, the “Disposal Component” of rates shall be adjusted only for increased costs to the Franchisee from Landfill, transfer, and/or transformation facility Tipping Fee adjustments. For the rate adjustment period under review the Franchisee is responsible for submitting substantiation of any such cost increases for City review.

(c) *Cap and Floor on CPI Adjustments.*

Notwithstanding the above, CPI adjustments to the Maximum Rate Schedule shall not exceed four and half percent (4.5%), nor be less than two percent (2%). If an annual rate adjustment calculation exceeds four and half percent (4.5%) of CPI, the portion that exceeds four and half percent (4.5%) shall be carried over and added to the subsequent annual adjustment to the extent that subsequent adjustments remain below four and half percent (4.5%). If the calculated annual CPI adjustment, including any carryover percentages, exceeds four and half percent (4.5%) for three (3) or more consecutive years, parties shall meet and confer to agree upon a rate adjustment plan that minimizes and smooths the impact on customers and fairly compensates Franchisee for any previously foregone rate adjustment percentages.

In the same way, if an annual rate adjustment calculation is less than two percent (2%) of CPI, the portion that is less than two percent (2%) shall be carried over and subtracted from the subsequent annual adjustment to the extent that subsequent adjustments remain above two percent (2%). If the calculated annual CPI adjustment, including any carryover percentages, are less than two percent (2%) for three (3) or more consecutive years, parties shall meet and confer to agree upon a rate adjustment plan that fairly credits ratepayers for any previously added rate adjustment percentages.

10.4.2 Special Circumstances Adjustments.

(a) *Changes in Law.*

In addition, subject to the requirements of Proposition 218, and separate from the adjustments set forth above, Franchisee shall be entitled to an adjustment of the Rates as a result of a “Change in Law.”

(i) *Governmental Fees and Charges.* For a Change in Law that enacts or increases a governmental fee or charge levied on a per ton basis affecting Franchisee’s disposition of Waste or Recyclable Materials or Organic Materials collected pursuant to this Agreement, Franchisee shall give written notice to the City regarding the amount of such enacted fee or increased amount of the fee and its associated impact to the rates. Franchisee shall provide written notice to City of the enacted or amended governmental fee or charge at least 30 days prior to the adjusted rate taking effect.

(ii) *Change in Law Affecting Franchisee’s Agreement Obligations.* For a Change in Law that affects Franchisee’s performance of services

required pursuant to this Agreement, Franchisee shall be entitled to an equitable adjustment of the Rates as a result of the Change in Law. Upon Franchisee providing written notice to City that a Change in law has affected Franchisee's performance of services, City and Franchisee shall meet and confer to determine the impacts of the Change in Law on Franchisee's performance of services and costs associated with performance of the services, to determine the amount of adjustment to be made to Service Rates.

(b) *Extraordinary Circumstances.*

Due to extraordinary circumstances, or events of Force Majeure, in which Franchisee can demonstrate that Franchisee is not earning a reasonable rate of return under circumstances which are beyond Franchisee's control, the Franchisee may request the City to hold a Proposition 218 hearing to increase one or more fees, charges, or rates described in this Agreement.

(c) *Negotiation.*

In the event that Franchisee contends Franchisee is entitled to a Special Circumstances Adjustment due to (i) extraordinary circumstances beyond Franchisee's control, or (ii) due to new programs and services requested by City as provided herein, Franchisee shall provide documentation and analysis to the satisfaction of City of the reasons for such adjustment. The Parties may make changes in the service levels under the Franchise sufficient to avoid the need for a rate adjustment and Proposition 218 hearing. If the Parties reach agreement on such adjustment, a Proposition 218 hearing shall be held as provided hereunder before such adjustment may take effect.

10.5 Proposition 218 Compliance.

10.5.1 Compliance with Proposition 218 Required.

Except as otherwise provided herein, increases to the Maximum Rate Schedule or any other fee, charge, or rate in this Agreement are strictly subject to the assent of the City and compliance with Proposition 218. If the rates initially proposed exceed the City's current rates, then a Proposition 218 hearing must be conducted before the initial rates bid by Franchisee may become effective.

10.5.2 Proposition 218 Compliance After Five Years.

In compliance with Government Code Section 53756, notwithstanding the provisions of Section 10.2 permitting adjustment to the maximum permissible rates, no increase in the fees, charges, or rates described in this Agreement, including the Maximum Rate Schedule, shall be allowed to occur more than five (5) years from the date of the most recent Proposition 218 approval pertaining to that fee or charge. If requested by Franchisee, City after five (5) years, may conduct a Proposition 218 hearing to extend the provisions of Section 10.2 permitting adjustments to the Maximum Permissible Rates.

10.5.3 City Not Obligated to Approve Increase.

Franchisee acknowledges that California law under Proposition 218 places limits upon rates and increases in rates for property-related fees and further acknowledges that nothing herein constitutes

a guaranty that service rates will be increased. Pursuant to Proposition 218, a majority protest of affected Owners may bar the assessment of the new rates. (Cal. Const. Art. XIIIID, Sec. 4(e); Govt. Code § 53753(e)(3).) At such hearing City has no legal obligation to accept any fee, charge, or rate adjustment proposed by Franchisee or to reapprove any fee, charge or rate adjustment due to the passage of time, such as by operation of Government Code § 53756. Accordingly, whether or not a majority protest exists, the City Council is completely free within its police powers to exercise its discretion in considering such matters, and the City pursuant to this Franchise has not contracted away any of its police powers or duties to protect the public health, safety or general welfare of its citizens pursuant to State and Federal law. Furthermore, in no case will City's failure to comply with any notice, hearing or other procedural requirement required by law for the approval of any specific fee, charge or rate adjustment be a default hereunder, and City bears no liability to Franchisee for any damages suffered by Franchisee as a result of any such failure, including any delay, need for a new hearing or rehearing, or finding that an approved fee, charge or rate is invalid. In the event City does not approve an increase in rates following a Proposition 218 hearing, Franchisee's rights shall be governed by Section 10.6.

10.6 Failure to Approve Rate Increases.

10.6.1 Rehearing.

In the event the City Council holds a Proposition 218 hearing but fails to approve an increase in any fee, charge, or rate in this Agreement, Franchisee shall have the right to request, if such request is made in writing within 30 Days following the Proposition 218 hearing, that the City hold a rehearing or new hearing under Proposition 218 at the expense of Franchisee and following all notice and hearing procedures as established by law. If, following the second Proposition 218 hearing, the fee, charge, or rate increase is still not approved, then Franchisee may terminate this Agreement as provided below.

10.6.2 Negotiations.

In the event of a failure to approve rate increases, the Parties may elect any of the following: (i) to have Franchisee continue performance of this Agreement (at the current rates and fees), or (ii) to have Franchisee may elect to terminate the Agreement, in which case the Franchisee shall continue performance of the Agreement for a remaining term of (9) months following its termination notice and/or during a period of negotiations, during which time the City may solicit other proposals for Solid Waste services or consider other alternatives for meeting the City's Solid Waste needs, or (iii) may re-open negotiations to continue Franchisee's performance hereof (at the then-current rates and fees) including after City's solicitation of other proposals per item (ii) above, for any period mutually agreed-upon by the Parties in writing. Should the Parties elect the third option, the Parties may continue negotiations in an attempt to reach agreement upon, and enact, new increases in service rates subject to the requirements of Proposition 218.

10.6.3 Termination.

In the event of termination, Franchisee shall cooperate fully with City and any subsequent contractor to assure a smooth transition of Solid Waste management services. Franchisee's cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement. Franchisee shall agree to extend services for nine (9) months, subject to Franchisee receiving a rate adjustment for the extended term, subject to Proposition 218 requirements. Franchisee's continued performance pursuant to this Section is subject to Franchisee receiving its requested rate adjustment effective at the commencement of the extension term after City's timely compliance with Proposition 218 requirements.

10.7 Proposition 218 Process.

10.7.1 Proposition 218 Hearing Procedures.

Franchisee shall comply with all procedural requirements of Proposition 218 and of City for the conduct of the hearing including the form of notice, the manner of giving notice, identifying who shall receive notice, and the time of notice which shall be at least 45 Days before the hearing. The notice shall inform Persons in a simple and understandable manner of the proposed increase and how they may exercise their rights of protest.

10.7.2 Pass-Through of Proposition 218 Compliance Costs.

Franchisee shall pay for all costs of Proposition 218 compliance, including but not limited to the costs of any City-incurred rate consultant and City attorney review/preparation/drafting work reasonably necessitated by such new rate proposal, mailing, notices and hearings. Franchisee may pass its actual costs of Proposition 218 compliance on to Customers through service rates if, and only if, such pass-through is duly noticed and included as part of the service rates adopted through the Proposition 218 process.

10.7.3 Notice of Increases.

Franchisee shall give thirty (30) Days prior written notice of any duly-adopted rate increases to all Customers of the increase before such increase may become effective, similarly as required for notice of billing changes in Section 10.10.

10.8 Indemnification Related to Rates and Fees.

Subject to Public Resources Code Section 40059.2, and to the extent permitted by law, Franchisee shall indemnify, defend and hold harmless the City, their officers, employees, agents and volunteers, (collectively, indemnitees) from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against Franchisee or any of the indemnitees resulting in any form from the City's establishing any fees, charges, or rates for service under this Agreement or in connection with the application of Proposition 218, California Constitution Articles XIII A, XIII C or XIII D, to the imposition, payment or Collection of rates and/or fees for services provided by, or grant of Franchise to, Franchisee under this Agreement. Notwithstanding the foregoing, this indemnity shall not extend to any loss arising directly from the active or direct negligence of City, its officers and employees. Nothing herein is intended to imply that Proposition 218, California Constitution Articles XIII A, XIII C or XIII D, apply to the setting of rates or collection of fees for the services provided under this Agreement; rather this Section is provided merely to allocate risk of loss as between the Parties.

10.8.1 Notice; Selection of Counsel.

City shall promptly notify Franchisee of any such claim, action, or proceeding. City and Franchisee shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Franchisee's obligations to pay all costs, defend, indemnify, protect and hold harmless under this Section 10.8 shall not be altered in the event City retains separate counsel and

shall also include reimbursement to City for time spent by its in-house City attorneys responding to the litigation or claim.

10.8.2 Survival.

This Section shall survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the City to contribution or indemnity from third parties.

10.9 Continuation of Service as Related to Rates.

10.9.1 Maximum Rate Schedule

Should a court of competent jurisdiction or other regulatory agency set aside, invalidate, or stay all or a portion of the Maximum Rate Schedule approved by the City, Franchisee agrees to continue to perform its obligations as otherwise set forth herein, and the City and/or Franchisee shall take such urgency actions necessary to modify the terms of this Agreement to facilitate Franchisee's continuation of service, including the modification or elimination of some programs.

10.9.2 Change in Law Related to Proposition 218

Should there be a change in law or a new judicial interpretation of Applicable Laws, including, but not limited to, Articles XIII A, C and D of the California Constitution which impacts the Maximum Rate Schedule for the Collection services established in accordance with this Agreement, Franchisee agrees to meet and confer with the City to discuss the impact of such Change in Law on either party's ability to perform under this Agreement.

10.9.3 Disallowed Fees

If, as a result of a legal action, Franchisee is unable to include Franchise Fees, other City fees or expenses, governmental fees or charges in the rates it charges Customers for its services, then Franchisee agrees, upon direction from the City, to reduce its rates in an amount corresponding to the disallowed fee or charge, and shall thereafter not be required to remit the amount of the disallowed fee or charge, provided it is not collected from Customers.

10.9.4 Allocation of Risk

Nothing herein is intended to imply that California Constitution Articles XIII, A, C, or D apply to the Maximum Rate Schedule established for services provided under this Agreement. The foregoing paragraphs are merely intended as a contractual allocation of risks between the Parties.

10.9.5 Section Survives Agreement

This Section shall survive the expiration or earlier termination of this Agreement and shall not be construed as a waiver of rights by the City to contribution or indemnity from third parties.

10.10 Billing.

Franchisee shall be responsible for all billing and collection. Franchisee shall give all Customers at least two (2) written notifications over a sixty (60) Day period prior to commencing billing procedure changes. The notices shall be reviewed and approved by the City. Notice of billing procedures shall be given to all Customers pursuant to this Section and annually thereafter. Franchisee shall have procedures for on-line payment, payment by credit card, and similar Customer services. Franchisee shall provide itemized bills, clearly showing charges for all classifications of services, including any

charges for late payment. All Customers, whether Single Family Residential Unit, Multi-Family Residential Unit, or Commercial and Industrial Unit accounts receiving Collection services from Franchisee shall be billed by the Franchisee quarterly as follows: for the quarter in which services are rendered, Franchisee shall bill thirty (30) Days into the quarter, and the bill shall be due thirty (30) Days thereafter. For Single Family Residential Unit accounts receiving Collection services from Franchisee, Franchisee shall meet with City to make specific arrangements for commencement of billing.

10.11 Delinquent Accounts.

10.11.1 Residential Delinquencies.

Franchisee shall provide at least three (3) monthly, written notices of delinquency/past-due account status to the occupants of any Residential Unit with a delinquent account and Franchisee shall otherwise make diligent efforts to resolve said account delinquencies, including but not limited to the reasonable use of a collection agency. Further, Franchisee shall be entitled to collect late charges upon delinquent accounts in accordance with the Bell Municipal Code, in addition, to charge a reasonable rate for the redelivery of Containers. Franchisee may use all commercially reasonable and lawful private collection efforts, whether self-directed or contracted, to collect amounts past due and owing from Residential Units. Except as provided below in connection with City's failure to place delinquent accounts on the secured tax roll for collection, Franchisee shall not have the right to cease service to delinquent accounts unless specifically approved by City in writing.

City agrees to follow the procedure in the Bell Municipal Code to have the City Council consider placing qualifying delinquencies on the property tax roll for the amounts of such delinquent fees, plus legal fees and administrative costs.

Franchisee shall, by May 1st of each year or at such other time as agreed upon by City and Franchisee, notify City in writing as to whether it will request to have City place and collect qualifying delinquencies on the property tax roll. Franchisee shall be responsible for timely preparing, at no cost to City, all required information, reports, notices, and materials including without limitation, the report required by the Bell Municipal Code, and paying for any publication costs.

For the purposes of this Section, a "qualifying delinquency" is a Residential Premises Customer who has failed to fully satisfy all delinquencies following Franchisee's exhaustion of all collection efforts specified in the first paragraph of this Section.

City shall pay Franchisee any money collected from payment of fees for qualifying delinquencies following collection through the property tax enrollment process, less any City fees and the City's cost to administer the property tax roll lien process. City shall be entitled to charge an additional administrative fee to any outstanding amounts owed by a Residential Premises Customer that is added to the property tax roll to compensate City for administrative costs incurred for placing the qualifying delinquency on the tax roll.

In the event City does not agree to place delinquent residential accounts on the secured tax roll for collection pursuant to Franchisee's request as provided above, Franchisee shall have the right to cease service to delinquent accounts.

10.11.2 Commercial Delinquencies.

For Commercial Premises Customers whose accounts are more than ninety (90) Days past due, Franchisee shall make diligent efforts to resolve said account delinquencies, including but not limited to the reasonable use of a collection agency. Franchisee shall be entitled to collect late charges upon delinquent accounts in accordance with the Bell Municipal Code, Maximum Rate Schedule, and Applicable Law, in addition to charging a reasonable rate for the redelivery of Containers if applicable. Franchisee may use all commercially reasonable and lawful private collection efforts, whether self-directed or contracted, to collect amounts past due and owing from Commercial Premises, but shall not have the right to cease service to delinquent Commercial accounts until approved by City in writing and Franchisee's exhaustion of all Collection efforts specified in this Section.

10.11.3 No Waiver of City Remedies to Address Public Nuisance.

Should Franchisee terminate service to any Customer in the City, nothing herein waives or supersedes the City's rights to initiate code enforcement action(s) in response to the build-up, long-term stagnation, or misplacement of Solid Waste as a result of said termination of Franchisee's service. In addition, the City and Franchisee shall, at the option of either party, meet and confer in good faith to resolve any matters of public nuisance or Solid Waste build-up that resulted from a termination of service by Franchisee.

11. REPORTS AND ADVERSE INFORMATION; ACCOUNTING AND RECORDS.

11.1 Quarterly Report.

Franchisee shall submit to City a Quarterly Report in a form acceptable to City within forty-five (45) Days following the end of each calendar quarter, and shall at a minimum include the following information:

11.1.1 Collected Materials.

Volume of Discarded Materials Collected (in tons) by material type, Customer type, and by Approved Facility types;

11.1.2 Diverted Materials.

Volume of Discarded Material Diverted (in tons) by material type (in a manifest showing Diversion by commodity type; i.e., glass, cardboard, Organics, Recyclable metals, Compost/Mulch, etc.), and Customer type, as the result of Franchisee's performance of the Recyclable Materials and Organic Waste Collection programs, in a manner consistent with the reporting requirements promulgated pursuant to AB 939 and SB 1383;

11.1.3 Disposed Materials.

Volume of Material Disposed (in tons) by material type and Customer type;

11.1.4 Recyclable Materials Sold.

A record of Recyclable Materials sold reflecting the quantity or tonnage sold of each category and resulting revenues;

11.1.5 Complaints.

Information compiled concerning Customer complaints, along with a brief narrative describing any operational changes made to respond to complaints received and to prevent their reoccurrence in the future, if necessary; and

11.1.6 Contamination Notices.

A list of notices issued detailing contamination problems and Franchisee's follow-up actions, including copies of contamination notices and warning letters issued during each month.

11.2 Annual Reports.

The City may require, by written notice given no later than the end of any calendar year, that within sixty (60) Days after the end of each calendar year, the Franchisee submit a written annual report, including, but not limited to, the following information:

11.2.1 Service Activities.

A summary of the previous year's (or, in the case of the initial report year, the initial year's) activities including, but not limited to, services began or discontinued during the reporting year, and the number of Customers for each class of service;

11.2.2 Compliance Progress.

A report, in a form satisfactory to the City, on the City's progress in meeting, and maintaining its ability to meet its goals, under AB 939 and SB 1383, along with any recommended changes;

11.2.3 Gross Receipts.

Documents, if requested by the City, showing Gross Receipts of the Franchisee for services performed under this Agreement, including a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement and report of all City fees paid, a list of Customers that are sixty (60) or more Days past due and include the following information for each delinquent account: name; service address; contact information; number of Days the account is delinquent; and method(s) the Franchisee has used to attempt collection of the bad debt, including date of such attempt(s).

11.3 AB 939 Reporting.

Franchisee shall assist the City in the preparation of all reports required under AB 939. This shall include development of all data required to prepare reports required by CalRecycle.

11.4 SB 1383 Reporting.

Within forty-five (45) Days after the end of each calendar year, the Franchisee shall provide a SB 1383 annual report to the City covering the most recently completed calendar year. Such report shall contain the following information:

11.4.1 Contamination Monitoring Report.

Franchisee's report under this Section shall include the following information regarding Route Reviews conducted by Franchisee under this Agreement:

- (a) Documentation of Hauler Route reviews conducted pursuant to 14 CCR Section 18984.5(b), as described and in accordance with 14 CCR Section 18995.1, including a description of the process for determining the level of contamination and the number of Route Reviews conducted;
- (b) Documentation of SB 1383 Regulatory non-compliance complaints that were received and investigated, investigations conducted by Franchisee in accordance with 14 CCR Section 18995.3, and the number of notices, violations, or targeted education materials issued to Customers for Prohibited Container Contaminants;
- (c) Copies of all documentation related to Route Reviews, “desk-top” reviews, and notices issued to Customers with Prohibited Container Contaminants; and
- (d) Documentation of the number of Containers where the contents were disposed due to observation of Prohibited Container Contaminants.

11.4.2 Compliance Report.

Franchisee’s report under this Section shall include:

- (a) The total number of Customers receiving each type of Organic Waste Collection services;
- (b) The number of Organic Waste Customers and Edible Food Generators that received information and the type of education and outreach used;
- (c) The number of complaints that were received and reviewed by Franchisee under any provision relating to complaints specified in this Agreement;
- (d) Copies of information and public education materials provided to Customers related to SB 1383, including the date that the information was distributed to Customers, the number of accounts receiving the information, if applicable, in accordance with 14 CCR Section 18985.3;
- (e) A list and documentation for each of the Facility(ies) that is/are being utilized by Franchisee for transfers, Processing, or Disposal of Discarded Facilities Materials if such Facility(ies) is/are different from any of the Approved Facilities defined in this Agreement, including any Facilities used for Processing or Disposal of quarantined Organic Waste, materials from homeless encampments or illegal dumping, C&D Materials.
- (f) Further including:
 - (i) Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover Compostable Plastics included with the Green Container Waste, and
 - (ii) Written notification to the City that the Approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers Green Container Waste; and

- (iii) A list of Commercial Edible Food Generators, Food Recovery Organizations, and Food Recovery Services in the City, as those terms are defined in 14 CCR Section 18982(a).

11.4.3 Implementation Record.

Franchisee shall provide information and documentation needed for the City's implementation record related to its performance of this Agreement with respect to waivers and exemptions as required under 14 CCR Section 18984.14 and procurement of recovered Organic Waste as required under 14 CC Section 18993.2. Franchisee shall provide records to assist City with documenting the required information within sixty (60) Days of program implementation.

11.4.4 Other SB 1383 Data.

Such information as requested by City as required for SB 1383 Regulatory compliance or CalRecycle, as such requirements may be amended from time to time.

11.5 Report Format.

All reports shall be submitted in a format specified and approved by the City. Franchisee shall use a readily accessible, centralized record-keeping system, such as Minerva™ or Recyclist™, to maintain records and provide reports on each Customer and any enforcement action taken.

11.6 Adverse Information.

The Franchisee shall submit to City copies of all pleadings, applications, notifications, communications, and documents of any kind, submitted by the Franchisee, as well as copies of all decisions, correspondence, and actions by, any Federal, State, and local courts, regulatory agencies, and other government bodies that adversely affect Franchisee's ability to perform services pursuant to this Agreement. All reports and records required under this or any other Section shall be furnished at the sole expense of the Franchisee.

11.7 Financial Statements.

City's City Manager may elect to review Franchisee's annual financial statements. Franchisee shall have financial statements annually prepared. Within ninety (90) Days of a City request, Franchisee shall allow the City Manager, his/her designee or an auditor selected by the City to review copies of the financial statements at the Franchisee's local office (as defined in Section 6.1 hereof), or other such mutually-agreeable Premises of Franchisee. City and Franchisee agree to use reasonable efforts to protect the confidential nature of the Franchisee's financial statements.

11.8 Inspection of Franchisee's Accounts and Records.

Franchisee's records of Customer complaints, AB 939 compliance records, maps, billing records, gross income, Franchise Fee payments, Curbside Recycling Fee payments, and Customer payment histories shall be available at the Franchisee's principal office as set forth in Section 6.1 at any time during regular business hours for inspection on twenty-four (24) hours' notice, and/or performance of financial review of Franchisee's records by the City or its duly authorized representative in accordance with the Agreed Upon Procedures (as such term is associated with standard audit procedures), for a period extending back through the full term of the Agreement. Franchisee shall provide City with a copy of any requested record at no cost to City.

11.9 Cost of Agreed Upon Procedures.

The cost of the annual Agreed Upon Procedure of Franchisee's books and records is compensated through the Performance Audit Program Fee paid annually to the City by the Franchisee. This Performance Audit Program Fee is also payment for reasonably expected City costs to review Franchisee's request for an increase in rates under the Maximum Rate Schedule. Should the City's performance of an Agreed Upon Procedure disclose that a requested rate increase contains any inaccurate data or cost claims that are not properly substantiated, the Franchisee will be responsible to reimburse the City for all costs incurred to correct data submissions or substantiate cost claims.

11.10 Payments and Refunds.

Should the performance of an Agreed Upon Procedure by the City disclose that any City fee payable by the Franchisee was underpaid or that Customers were overcharged for the period under review, Franchisee shall pay to City any underpayments and/or refund to Franchisee's Customers any overcharges within 15 Days of a City issued notice. Should the performance of an Agreed Upon Procedure by the City disclose that any City Fees were overpaid, City shall promptly refund to Franchisee the amount of the overpayment.

11.11 Failure to Report.

The refusal, failure or neglect of the Franchisee to timely file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly or negligently by the Franchisee in such report shall be deemed a material breach of this Agreement.

12. ENFORCEMENT OF AGREEMENT.

12.1 City Right to Terminate.

The City shall have the right to terminate Franchisee's Franchise and this Agreement upon Franchisee's uncured breach of any of its obligations under this Agreement. The City's right to terminate shall be subject to Franchisee's right to cure, in addition to any other remedy provided in this Agreement or provided by law and shall include, but not be limited to, any of the events of default set forth in this Article 12. In addition, specific events of default by Franchisee include, without limitation, the following:

- (a) If Franchisee practices, or attempts to practice, any willful fraud or deceit upon the City.
- (b) Should the Franchisee or any of its officers, directors, shareholders, subsidiaries, Affiliates, employees or agents be or have been found guilty of felonious conduct, illegal transport or disposal of Hazardous Waste, or bribery of public officials, the City reserves the unilateral right to terminate this Agreement or to impose such other sanctions as it shall deem proper. The term "found guilty" shall be deemed to include any judicial determination of guilt

including, but not limited to, pleas of “guilty”, “nolo contendere”, “no contest” or “guilty to a lesser charge” entered as part of a plea bargain.

- (c) If Franchisee fails to provide or maintain in full force and effect the workers’ compensation or any other insurance coverage or performance bond required by this Agreement.
- (d) If Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over Franchisee, provided that Franchisee may reasonably contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred.
- (e) If Franchisee fails to make any payments or to pay any penalties required to be made or paid by Franchisee pursuant to this Agreement, including, without limitation, liquidated damages as described in Section 12.13.
- (f) If Franchisee for any reason ceases to provide Solid Waste management services as required under this Agreement over all or a substantial portion of its Franchise area for a period of thirty (30) Days.
- (g) If Franchisee fails to meet the service performance standards of this Agreement, or violates the terms, conditions or requirements of the Municipal Code, SB 1383 or AB 939 or successor legislation, or the City’s Storm Water Program as they may be amended from time to time, or violates any order, directive, rule or regulation issued pursuant to the foregoing legislation, where the violation is not remedied within the time set in the written notice of the violation.
- (h) If Franchisee refuses to provide City with required information, reports or test results in a timely manner as required by this Agreement.
- (i) If Franchisee becomes insolvent, unable or unwilling to pay its debts, or upon the appointment of a receiver to take possession of all or substantially all of the assets of Franchisee, or upon a general assignment by Franchisee for the benefit of creditors, or upon any action taken by or suffered by Franchisee under any insolvency or bankruptcy act.
- (j) If Franchisee fails to meet the Diversion requirements of this Agreement or Applicable Law.

12.2 Rights of Non-defaulting Party After Default.

The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a default or to enforce any covenant or agreement herein. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief for a default (“Non-defaulting Party”) shall comply with the notice and cure provisions below.

12.3 Notice of Default and Opportunity to Cure.

A Non-defaulting Party in its discretion may elect to declare a default under this Agreement in accordance with the procedures hereinafter set forth for any failure or breach of the other Party (“Defaulting Party”) in its performance of a material duty or obligation of said Defaulting Party under

the terms of this Agreement. However, the Non-defaulting Party must provide written notice to the Defaulting Party setting forth the nature of the breach or failure and the actions, if any, required by Defaulting Party to cure such breach or failure (“Default Notice”). The Defaulting Party shall be deemed in “default” under this Agreement, where: (i) said breach or failure can be cured, but the Defaulting Party has failed to initiate a cure within thirty (30) Days after the date of the Default Notice (subject to the provisions below) and proceeded diligently with such cure, or (ii) a monetary default remains uncured for ten (10) Days (or such lesser time as may be specifically provided in this Agreement).

12.4 Non-Monetary Defaults; Longer Cure Period.

The Defaulting Party on a non-monetary default shall not be deemed in breach of this Agreement, and such default shall be waived, if such non-monetary default cannot reasonably be cured within the above-prescribed thirty-day period, and as long as the Defaulting Party does each of the following:

- (a) Notifies the Non-defaulting Party in writing with a reasonable explanation as to the reasons the asserted default is not curable within the thirty (30) Day period;
- (b) Notifies the Non-defaulting Party of the Defaulting Party’s proposed cause of action to cure the default;
- (c) Promptly commences to cure the default within the thirty (30) Day period;
- (d) Makes periodic reports to the Non-defaulting Party as to the progress of the program of cure; and
- (e) Diligently prosecutes such cure to completion.

12.5 Termination Upon Default.

Upon receiving a Default Notice, should the Defaulting Party fail to cure any default in accordance with the process and procedures set forth herein, or fail to diligently pursue such cure as prescribed above, the Non-defaulting Party may, in its discretion, provide the Defaulting Party with a written notice of intent to terminate this Agreement and other Agreements (“Termination Notice”). The Termination Notice shall state that the Non-defaulting Party will elect to terminate this Agreement and will describe the evidence upon which the decision to terminate is based. Once the Termination Notice has been issued, the Non-defaulting Party’s election to terminate Agreements will only be waived if the Defaulting Party fully and completely cures all defaults prior to the date of termination.

12.6 Franchisee Hearing Opportunity Prior to Termination.

If Franchisee is the Defaulting Party, then the City’s Termination Notice to Franchisee shall additionally specify that Franchisee has the right to a hearing prior to the City’s termination of any Agreements (“Termination Hearing”). The Termination Hearing shall be scheduled as an open public hearing item at a regularly-scheduled City Council meeting within thirty (30) Days of the Termination Notice, subject to any legal requirements including but not limited to the Ralph M. Brown Act, Government Code Sections 54950-54963. At said Termination Hearing, Franchisee shall have the right to present evidence to demonstrate that it is not in default and to rebut any evidence presented in favor of termination. Based upon substantial evidence presented at the Termination Hearing, the Council may, by adopted resolution, act as follows:

- (a) Decide to terminate this Agreement; or
- (b) Determine to dismiss the Termination Notice and any charges of default; or
- (c) Impose conditions on a finding of default and a time for cure, such that Franchisee's fulfillment of said conditions will waive or cure any default.
- (d) Findings of a default or a conditional default must be based upon substantial evidence supporting the following two findings: (i) that a default in fact occurred and has continued to exist without timely cure, and (ii) that such default has, or will, cause a material breach of this Agreement and/or a substantial negative impact upon public health, safety and welfare, the environment, the City or the financial terms established in this Agreement.

12.7 Penalty for Monetary Default.

In the event Franchisee fails to perform any monetary obligation under this Agreement, Franchisee shall pay a pre-determined penalty thereon at the rate of one-and-one-half percent (1 1/2%) per month, or any fraction of a month, from and after the due date of said monetary obligation until payment is actually received by City.

12.8 City's Right to Perform Service.

In addition to any and all other legal or equitable remedies, in the event that Franchisee, subject to events of Force Majeure, fails, refuses or is unable to Collect, transport or deliver to a Disposal Site, as appropriate, any or all Discarded Materials which it is required by this Agreement to Collect and transport, at the time and in the manner provided in this Agreement, for a period of more than seven (7) working days, and if, as a result thereof, Solid Waste should accumulate in the City to such an extent, in such a manner, or for such a time that the City Manager in his or her sole discretion should find that such accumulation endangers or menaces the public health, safety or welfare, then the City Manager shall have the right, but not the obligation, without payment to Franchisee, to (i) cause to be performed such services itself with its own personnel, or third-party service provider(s), or employ Franchisee's personnel, without liability to Franchisee; and/or (ii) to take possession of any or all of Franchisee's equipment and other property used or useful in the Collection and transportation of Discarded Materials and to use such property at the expense of Franchisee to Collect and transport any Solid Waste which Franchisee would otherwise be obligated to Collect and transport pursuant to this Agreement. In the event the City utilizes Franchisee equipment or personnel pursuant to this Section:

- (a) Franchisee will fully cooperate with City to affect the transfer of possession or property to the City for City's use;
- (b) Franchisee will, if the City Manager 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 said property in operational condition; and
- (c) The City agrees to assume complete responsibility for the proper and normal use of such equipment and facilities while in its possession. During such period, City agrees to indemnify and hold harmless Franchisee from any liability, loss or damage Franchisee may suffer as a result of claims, demands, costs or judgments against them arising out of use by City of Franchisee's equipment,

personnel or property; provided City is not required to indemnify Franchisee against claims and damages arising from the sole negligence of Franchisee.

- (d) Franchisee agrees that the City's exercise of its rights under this Section 12.8:
 - (i) Does not constitute a taking of private property for which compensation must be paid, but is rather an exercise of the City's police power;
 - (ii) Will not create any liability on the part of City to Franchisee, including but not limited to, any right to compensation for use of Franchisee's equipment;
 - (iii) Does not exempt Franchisee from the indemnity provisions of Article 14, which are meant to extend to circumstances arising under this Section 12.8, provided that Franchisee is not required to indemnify City against claims and damages arising from the sole negligence of City, its officers, employees, agents, or volunteers acting under this Section 12.8; and
 - (iv) Does not terminate this Agreement, unless termination occurs under other provisions of this Agreement.

12.9 Duration of City's Possession.

City has no obligation to maintain possession of Franchisee's property and/or continue its use in Collecting and transporting Discarded Materials for any period of time and may, at any time, in its sole discretion, relinquish possession to the Franchisee. Should the City desire to retain possession of Franchisee's property, the City's right to retain temporary possession, and to provide Discarded Materials Collection services, shall continue until Franchisee can demonstrate to the City Manager's reasonable satisfaction that it is ready, willing and able to resume such services.

12.10 Forfeiture of Performance Bond.

In the event Franchisee shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare that portion of the performance bond established pursuant to Section 14.4 which is necessary to recompense and make whole the City, forfeited to the City. Upon partial forfeiture of the performance bond, Franchisee shall promptly take all steps necessary to restore the performance bond to its face amount.

12.11 City's Right to Lease Franchisee's Equipment Following Termination.

If City terminates this Agreement for cause, the City shall have the right to lease Franchisee's equipment from Franchisee at its fair market value for a period not to exceed six (6) months in order to allow City to perform the services required under this Agreement.

12.12 Cooperation Following Termination.

At the end of the Term or Franchise Term or in the event this Agreement is terminated for cause prior to the end of the Term or Franchise Term, or terminated by Franchisee as a result of a Proposition 218 impasse, as described in Section 10.6, Franchisee shall cooperate fully with City and any subsequent Franchisee to assure a smooth transition of Solid Waste management services. Franchisee's

cooperation shall include, but not be limited to, providing operating records needed to service all properties covered by this Agreement

12.13 Liquidated Damages.

12.13.1 Liquidated Damages.

The provision of service falling below the standards set forth in this Agreement or the production of any uncured nuisance condition by Franchisee will subject Franchisee to administrative procedures, potential liquidated damages and, ultimately, termination in accordance with the terms and conditions of this Agreement.

12.13.2 Complaints.

Public complaints (whether received by the City regarding Franchisee's performance or received directly by Franchisee) will be handled as prescribed in Section 6.8 hereof.

12.13.3 Service Conditions.

Repeated, substantiated complaints of, or continued conditions of, poor service quality and/or nuisance conditions may be handled in the manner prescribed below. For purposes of this Section, the term "nuisance conditions" shall include, but is not limited to, the following:

- (a) Failure to duly Collect Solid Waste or Recyclables that have been properly set-out for Collection through the willful or negligent conduct of Franchisee employees;
- (b) Uncured damage to the property of third parties or Customers through the willful or negligent conduct of Franchisee employees;
- (c) Legitimate complaints of rude or unprofessional behavior or conduct by Franchisee's employees in the course of their duties;
- (d) Failure to perform service surveys as required by Section 6.8.8, hereof;
- (e) Unreasonable leakage or spillage of Solid Waste or other Collected materials from Franchisee's vehicles;
- (f) Failure to immediately or promptly Collect Solid Waste or other materials that spilled or fell from Franchisee's vehicles onto public streets or third-party property;
- (g) Poor maintenance of Franchisee's vehicles in violation of Sections 9.1 and 9.2 hereof;
- (h) Violations of personnel standards and qualifications in contravention of Section 9.4 hereof.
- (i) Any similar failure to comply with the requirements of this Agreement.

12.13.4 Notice of Violation.

Initially, when the Planning Director or a designated enforcement officer observes a violation, a verbal warning shall be given to the Franchisee. If the violation is thereafter repeated and, in the opinion of the City's Planning Director or designated enforcement officer, Franchisee has not taken timely, effective action to correct the violation and prevent its repetition, then the Planning Director or

designated enforcement officer may issue a written notice of violation (the “Notice of Violation”) describing the violation, the period in which Franchisee is required to cure the violation (if such violation is curable) and a warning that continued violations can be subject to liquidated damages.

12.13.5 Franchisee’s Right to Contest.

Within five (5) business days after receiving the Notice of Violation, Franchisee may submit a written response (the “Response”) to the Notice of Violation to the Planning Director. The Planning Director shall review Franchisee’s Response and may further investigate the claimed violation. The Planning Director shall make a final determination regarding the Notice of Violation and the Planning Director shall deliver to Franchisee a written conclusion concerning the Notice of Violation. Additionally, at the election of either Party, the Parties may meet to develop a written corrective action plan (“Correction Plan”) to prevent further occurrence of the problematic conditions established in the Notice of Violation. The Correction Plan shall be finally prepared by the City (or, at the election of the City, by Franchisee) within ten (10) business days after the meeting between the Planning Director and/or City Manager designee and Franchisee. The Correction Plan may include additional procedures, as deemed necessary by the Planning Director and/or City Manager designee, to assure that in the future Franchisee will be able to perform its services in compliance with this Agreement.

12.13.6 Assessment of Liquidated Damages.

If a second Notice of Violation is issued for any violation after an initial verbal warning and thereafter the issuance of a written Notice of Violation that is not withdrawn pursuant to Subsections 12.13.4 or 12.13.5 above, then liquidated damages may thereafter be assessed against Franchisee (as liquidated damages and not a penalty) by the Planning Director and/or City Manager as in Table 1 below.

Table 1 – List of Damages

Item No.	Item Description	Amount	Initials
a.	Failure to respond to each complaint within three (3) work days of receipt of complaint.	\$100 per incident per Service Recipient.	
b.	Failure to Collect more than fifty (50) Customers on any scheduled Collection day and single Hauler Route.	\$500 per incident, plus \$10 per Customer over the 50 threshold.	
c.	Failure to maintain call center hours as required by Section 6.1 of this Agreement.	\$100 per Day if not cured within 30 Days.	
d.	Failure to submit to City all reports by the deadlines required under the provisions of Article 11 of this Agreement.	\$100 per Day if not cured within 30 Days.	
e.	Failure to include all parts of quarterly and annual reports specified in Sections 11.1 and 11.2 in the submitted report.	\$100 per Day if not cured within 30 Days.	
f.	Failure to submit to City all payments by the deadlines required under the provisions of Sections 3.3 through 3.9 of this Agreement.	1.5% of the total amount due per month if fees are over 10 Days late.	
g.	Failure for Collection Container to be compliant with specifications of Section 5.2.4 .	\$50.00/ each Collection Container not compliant and not cured within 30 Days.	

Item No.	Item Description	Amount	Initials
h.	Failure to display Franchisee's name on Collection Vehicles as described in Section 9.1.5 .	\$100 per incident per Day if not cured within 30 Days.	
i.	Failure to Collect a missed Collection Container by close of the next work day upon notice to Franchisee as set forth in Section 6.8.2 , that exceeds twenty (20) in any Calendar Year.	\$1,000 per Calendar Year, plus \$10 per incident per Day if not cured within the timeframes set by this Agreement. .	
j.	Failure to repair or replace damaged Containers within the time required by Section 5.2.8 of this Agreement, that exceeds twenty (20) in any calendar year.	\$1,000 per Calendar Year, plus \$10 per incident per Day, if not cured within 30 Days.	
k.	Failure to maintain Collection hours as required by Section 5.2.3 of this Agreement.	\$100 per Day if not cured within 30 Days.	
l.	Failure to have Franchisee personnel in Franchisee- provided uniforms as described in Section 9.4.3 of this Agreement.	\$25 per Day per employee if not cured within 30 Days.	
m.	Failure of Franchisee to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Sections 6.2 and 5.2.5 .	Submit for approval to City and implement plan of correction to City within 30 Days. If not cured within 30 Days, \$100 per Day for failure to implement correction plan.	
n.	Failure to prevent vehicle fluid leak incidents from Franchisee Collection vehicles in excess of three (3) during a calendar year if site not cleaned within 48 hours.	\$500 per incident in excess of three (3).	
o.	Failure of Franchisee to provide proof of performance bond as required by Section 14.4 of this Agreement.	\$500 per Day within 30 Days, Agreement Default if not cured within 30 Days.	
p.	Failure of Franchisee to provide proof of insurance as required by Section 14.1 of this Agreement	\$500 per Day within 30 Days, Agreement Default if not cured within 30 Days.	
q.	Failure to provide City with documentation verifying Diversion, as outlined in Section 7.1 , was achieved.	Submit for approval to City and implement plan of correction to City within 30 Days. If not cured within 30 Days, \$1,000 per quarter.	
r.	Failure to collect Holiday trees on collection days as described in Section 5.5.13 .	\$25 per Day if not cured within 30 Days.	
s.	Failure to commence service to a new service recipient within seven (7) Days after order as described in Section 5.2 .	\$150 per day if not cured within 30 days	

Item No.	Item Description	Amount	Initials
t.	Failure to initially respond to a Service Recipient complaint within one (1) business day as outlined in Section <u>6.8</u> .	\$50.00 per failure to resolve Customer complaint or request if not cured within 30 Days	
u.	Failure to initiate good faith actions to repair damage to Customer property caused by Franchisee or its personnel, excluding normal wear and tear as set forth in Section <u>5.2.10</u> , within thirty (30) Days of occurrence.	\$500.00 per incident	
v.	Franchisee commingling Solid Waste with Recyclable Materials in Collection Vehicles, except due to events of Container Contamination by Customer(s).	\$1,000.00 per incident.	
w.	Failure to perform service surveys as required by Section <u>6.8.8</u> .	\$250 per Day. \$500 per Day for 4 th violation within 60 Day period.	
x.	Failure to maintain Franchisee's vehicles in accordance with Section <u>9.2</u> .	\$250 per Day. \$500 per Day for 4 th violation within 60 Day period.	
y.	Failure to initiate cleanup of a hydraulic spill or other clean-up of spillage or litter caused by Franchisee within two (2) hours of City notification as outlined in Section <u>9.1.2</u> .	\$300 per incident.	

12.13.7 Basis for Liquidated Damages.

The Parties further recognize that if Franchisee recurrently fails to prevent and remediate nuisance conditions, the City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City and its citizens will suffer. Therefore, the Parties agree that the liquidated damages established herein represent a reasonable estimate of the amount of such damages for such specific violations, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of these liquidated damage provisions prior to entering this Agreement.

Franchisee's Initials

City Initials

12.13.8 Further Remedies for Severe or Persistent Violations.

The above provisions for a Correction Plan procedure and liquidated damages are intended to give the Parties a remedy under this Agreement short of termination or default; however, should Franchisee's violations be severe and repetitive or otherwise not reasonably subject to correction through liquidated damages, the Planning Director may, in his sole discretion, institute the default procedures set forth in this Article.

12.14 No Waiver of City's Police Powers or Legal Rights.

Nothing in this Agreement is intended to limit the power and ability of the City or any LEA to initiate administrative and/or judicial proceedings for the abatement of nuisance conditions or violations of any applicable law. Nothing herein shall waive or limit any other legal rights or recourses the City may have in response to Franchisee's repeated, material violations of performance standards or failure to mitigate nuisance conditions.

12.15 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or is made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys, fees and expert witness fees.

12.16 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

12.17 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

12.18 Jurisdiction and Venue.

The parties hereto agree that the State of California is the proper jurisdiction for litigation of any matters relating to this Agreement. The Parties further agree that Los Angeles County, California is the proper place for venue as to any such litigation arising out of the Agreement and Franchisee agrees to submit to the personal jurisdiction of such court in the event of such litigation.

12.19 Rights of Non-Defaulting Party after Default.

The Parties acknowledge that both Parties shall have hereunder all legal and equitable remedies as provided by law following the occurrence of a Default or to enforce any covenant or agreement herein except as provided in Section 14.2 below. Before this Agreement may be terminated or action may be taken to obtain judicial relief the Party seeking relief ("Non-Defaulting Party") shall comply with the notice and cure provisions of this Article 12. In this Agreement, the rights of enforcement are limited as the remedy of monetary damages is not available to either Party. The Parties shall have the equitable remedies of specific performance, injunctive and declaratory relief, or a mandate or other action determining that the City has exceed its authority, and similar remedies, other than recovery of monetary damages, to enforce their rights under this Agreement. The Parties shall have the right to recover their attorney fees and costs pursuant to Section 12.15 in such action. Moreover, the Developer shall have the right to a public hearing before the City Council before any default can be established under this Agreement, as provided in this Article.

13. TRANSFERS OF INTEREST.

13.1 Restrictions on Transfers.

The City, in entering into this Agreement, has placed a special value, faith and confidence in the experience, background, and expertise of the Franchisee in the field of waste disposal. Such faith and confidence being a substantial consideration in the granting of this Agreement warrants the transfer restrictions provided in this Article 13.

13.2 Definition of Transfer.

As used in this Section, the term “Transfer” shall include any hypothecation, mortgage, pledge, or encumbrance of this Agreement by Franchisee, subject to the exceptions set forth in Section 13.4 below. A Transfer shall also include the transfer to any Person or group of Persons acting in concert of more than thirty percent (30%) of the present equity ownership and/or more than thirty percent (30%) of the voting control of Franchisee (jointly and severally referred to herein as the “Trigger Percentages”), taking all transfers into account on a cumulative basis, except transfers of such ownership or control interest to an Affiliate owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor’s immediate family. A transfer of interests (on a cumulative basis) in the equity ownership and/or voting control of Franchisee in amounts less than Trigger Percentages shall not constitute a Transfer subject to the restrictions set forth herein. In the event Franchisee or its successor is a corporation or trust, such Transfer shall refer to the transfer of the issued and outstanding capital stock of Franchisee, or of beneficial interests of such trust; in the event that Franchisee or any general partner comprising Franchisee is a limited or general partnership or a limited liability company, such Transfer shall refer to the transfer of more than the Trigger Percentages in the limited or general partnership or limited liability company interest; in the event that Franchisee or any general partner is a joint venture, such Transfer shall refer to the transfer of more than the Trigger Percentages of such joint venture partner, taking all transfers into account on a cumulative basis.

13.3 Transfers Require Approval.

Franchisee shall not Transfer this Agreement or any of Franchisee’s rights hereunder, directly or indirectly, voluntarily or by operation of law, except as provided below, without the prior written approval of City, and if so purported to be transferred, the same shall be null and void. Franchisee will submit its request for City consent to the City together with documents, including but not limited to: (i) the transferee’s audited financial statements for at least the immediately preceding three (3) operating years; (ii) proof that the proposed transferee has municipal Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Franchisee; (iii) proof that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any Federal, State, or local agency having jurisdiction over its waste management operations due to any significant failure to comply with Federal, State, or local waste management law and that the transferee has provided the City with a complete list of such citations and censures; (iv) proof that the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion; (v) proof that the proposed transferee conducts its municipal Solid Waste management practices in accordance with sound waste management practices in full compliance with all Federal, State, and local laws regulating the Collection and disposal of waste, including Hazardous Waste; (v) proof that the transferee’s officers or directors have no criminal convictions for fraud, deceit,

false claims or racketeering with respect to the transferee's course of business; and (vi) any other information required by the City to ensure the proposed transferee can fulfill the terms of this Agreement, including the payment of indemnities and damages and provision of bonds and/or performance standards, in a timely, safe, and effective manner.

13.4 Exceptions.

The requirement to obtain City approval for a Transfer shall not apply to any of the following:

- (a) Any mortgage, deed of trust, sale/lease-back, or other form of conveyance for financing and any resulting foreclosure therefrom.
- (b) A sale or transfer resulting from or in connection with a reorganization as contemplated by the provisions of the Internal Revenue Code of 1986, as amended or otherwise, in which the ownership interests of a corporation are assigned directly or by operation of law to a Person or Persons, firm or corporation which acquires the control of the voting capital stock of such corporation or all or substantially all of the assets of such corporation.
- (c) A sale or transfer to an Affiliate of Franchisee owned or controlled by the present beneficial owners of Franchisee or members of their immediate family, or between members of the same immediate family, or transfers to a trust, testamentary or otherwise, in which the beneficiaries are limited to members of the transferor's immediate family.

13.5 Assumption of Obligations.

No attempted Transfer of any of Franchisee's obligations hereunder shall be effective unless and until the successor party executes and delivers to City an assumption agreement in a form approved by the City assuming such obligations. Following any such assignment or Transfer of any of the rights and interests of Franchisee under this Agreement, the exercise, use and enjoyment shall continue to be subject to the terms of this Agreement to the same extent as if the assignee or transferee were Franchisee.

13.6 Release of Franchisee.

City's consent to a Transfer shall not be deemed to release Franchisee of liability for performance under this Agreement unless such release is specific and in writing executed by City, which release shall not be unreasonably withheld. Upon the written consent of City to the complete assignment of this Agreement and the express written assumption of the assigned obligations of Franchisee under this Agreement by the assignee, Franchisee shall be relieved of its legal duty from the assigned obligations under this Agreement, except to the extent Franchisee is in default under the terms of this Agreement prior to said Transfer.

13.7 Franchisee to Pay Transfer Costs.

Franchisee will pay City its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed transferee or assignee, and to review and finalize any documentation required as a condition for approving any such Transfer.

13.8 Subcontracting.

This Agreement, or any portion thereof, shall not be subcontracted except with the prior written consent of the City. No such consent shall be construed as making the City a Party to such subcontract, or subject the City to liability of any kind to any sub-Franchisee. Franchisee shall submit all subcontracts for review and approval by the City and any permitted subcontract shall terminate on or before the termination of this Agreement. All sub-Franchisees shall be licensed as required under State, Federal and local laws and regulations to perform their subcontracted work and obtain and maintain a City business license if required. Franchisee shall remain otherwise liable for the full and complete performance of its obligations hereunder.

13.9 Heirs and Successors.

The terms, covenants and conditions of this Agreement shall apply to and shall bind the heirs, successors, executors, administrators and assigns of the Franchisee and City.

14. INSURANCE, INDEMNITY AND PERFORMANCE BOND.

14.1 Insurance.

Franchisee shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance, which shall be policies specific to the City of Bell:

14.1.1 Comprehensive General Liability Insurance.

A policy of commercial comprehensive general liability insurance written on a per occurrence basis. The policy of insurance shall be in an amount not less than either (i) a combined single limit of \$5,000,000.00 and \$10,000,000.00 in the aggregate.

14.1.2 Workers' Compensation Insurance.

A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. The workers compensation insurance policy shall include a blanket-form waiver of subrogation endorsement in favor of the City.

14.1.3 Automotive Insurance.

ISO Form Number CA 00 01 covering any auto (Code 1), or if Franchisee has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$5,000,000.00 per accident for bodily injury and property damage.

14.1.4 Umbrella Liability Insurance.

Umbrella liability coverage to bring total aggregate insurance coverage for all underlying insurance coverage to \$10,000,000.00.

14.1.5 General Insurance Provisions.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees, and agents as additional insureds, except Workers Compensation, to be provided via blanket-form endorsement. The insurer(s) shall waive all rights of subrogation and contribution it may

have against the City, its officers, employees and agents and their respective insurers via blanket form endorsement. All of said policies of insurance except Workers Compensation and Umbrella Liability shall provide that said insurance may not be cancelled, non-renewed or materially changed without providing thirty (30) days' prior written notice by email to a designated recipient with an email address provided by the City. In the event any of said policies of insurance are cancelled, the Franchisee and Franchisee's carrier shall endorse said cancelled, non-renewed or materially changed policies prior to the cancellation date, and Franchisee shall submit new evidence of insurance in conformance with this Section 14.1 to the City Manager. No work or services under this Agreement shall commence until the Franchisee has provided the City with ACORD 25 Certificate(s) of Insurance evidencing the above insurance coverage and said ACORD Certificate(s) of Insurance are approved by the City.

14.1.6 No Limitation.

Franchisee agrees that the provisions of this Article 14 shall not be construed as limiting in any way the extent to which the Franchisee may be held responsible for the payment of damages to any Persons or property resulting from the Franchisee's activities or the activities of any Person or Persons for which the Franchisee is otherwise responsible.

14.1.7 Rating.

The insurance policies required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California rated All or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class IV or better, unless such requirements are waived by the City Manager of the City.

14.1.8 Primary Insurance.

The insurance policies shall be considered primary insurance as respects any other valid and collectible insurance the City may possess including any self-insured retention the City may have, and any other insurance the City does possess shall be considered excess insurance and shall not contribute with it. The insurance policies shall act for each insured, as though a separate policy had been written for each. This, however, will not act to increase the limit of liability of the insuring company.

14.1.9 Changes in Market.

In the event the City Manager determines that (i) the market conditions create an increased or decreased risk of loss to City, (ii) greater insurance coverage is required due to the passage of time or (iii) changes in the insurance industry require different coverages be obtained, Franchisee agrees that the minimum limits of any insurance policy required to be obtained by Franchisee may be changed accordingly upon receipt of written notice from the City Manager.

14.2 Hazardous Waste Indemnification.

Without regard to the limits of any insurance coverage, Franchisee agrees to indemnify, defend with counsel appointed by the City, protect and hold harmless the City, its representatives, officers, agents and employees against any and all fines, response costs, assessments, actions, suits, injunctive relief, claims, damages to Persons or property, losses, costs penalties, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any Person, firm or entity arising out of or in connection with (i) violations of the commerce clause of the U.S. Constitution, AB 939, the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §9601 et seq. ("CERCLA"), HSAA, RCRA, any other Hazardous Waste laws, or other Federal, State or local

environmental statutes, ordinances and regulations which arise from this Agreement; (ii) the negligent performance of the work or services of Franchisee, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Franchisee hereunder, or arising from Franchisee's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence on the part of the City, its representatives, officers, agents or employees but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its representatives, officers, agents or employees, who are directly responsible to the City, and in connection therewith:

- (a) Franchisee will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- (b) Franchisee will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Franchisee hereunder; and Franchisee agrees to save and hold the City, its officers, agents and employees harmless therefrom;
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Franchisee for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work or services of Franchisee hereunder, Franchisee agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.
- (d) Franchisee's obligations hereunder under this Section 14.2 shall survive the termination or expiration of this Agreement.

14.3 CalRecycle Indemnification.

Subject to the requirements of Public Resources Code Section 40059.1, Franchisee agrees to protect, defend, with counsel reasonably approved by the City, and indemnify City against all fines or penalties imposed by CalRecycle in the event the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met, or due to Franchisee's delays in providing information that prevents City from submitting reports required by CalRecycle in a timely manner. Subject to the scope of this indemnification, Franchisee further agrees to appear and represent the City in any appeals, proceedings and/or litigation brought against City for alleged failure to comply with AB 939, AB 341, AB 1826, or SB 1383.

14.4 Performance Bond.

The City requires the Franchisee to delivered to the City a performance bond in the sum of the amount of ONE MILLION DOLLARS (\$1,000,000) in the form provided by the City Manager. Said performance bond shall guarantee Franchisee's faithful performance of waste hauling services under the auspices of this Agreement, including without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement. The bond shall be unconditional and remain in force during the entire term of this Agreement and shall be null and void only if the Franchisee promptly and

faithfully performs all terms and conditions of this Agreement. The performance bond must be issued by a surety meeting the requirements of Section 14.1.7.

15. GENERAL PROVISIONS.

15.1 Late Payment Fee.

City shall give Franchisee written notice of any delinquent payment of any sum owing to City by Franchisee under this Agreement. In the event that Franchisee does not pay City such delinquent sum within ten (10) Days of the date of the written notice, Franchisee shall pay the City the pre-determined penalty of one and one-half percent (1.5%) interest per month, or any fraction of a month, on the amount of delinquent sum commencing from the date such sum was originally due.

15.2 Force Majeure.

The time period(s) specified for performance of the provisions of this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Franchisee, including, but not restricted to:

- (a) acts of God or of the public enemy,
- (b) unusually severe weather, fires, earthquakes, floods,
- (c) epidemics, quarantine restrictions, government orders
- (d) riots, strikes (subject to the labor disruption provisions below),
- (e) freight embargoes,
- (f) wars,
- (g) litigation, and
- (h) and/or acts of any governmental agency, including the City

if the Franchisee shall within ten (10) Days of the commencement of such delay notify the City Manager in writing of the causes of the delay. In the event of a force majeure, it shall be the responsibility of Franchisee to exercise best efforts to mitigate any interruptions to services and/or any potential damages to other services being provided as much as possible.

15.3 Labor Disruption Contingency Plan.

In the event of a labor disruption (including strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action) conducted by Franchisee's employees or directed at Franchisee the following provisions shall apply.

- (a) Within ninety (90) days of the Effective Date of this Agreement, Franchisee shall provide City a labor contingency plan demonstrating how solid waste collection services will be provided during a period of labor disruption/unrest.
- (b) Franchisee shall reasonably meet all requirements of the contingency plan which shall plan be commercially reasonable, practically possible and lawful. The Plan shall include Franchisee deploying solid waste and recycling containers at specific locations within the City to provide supplemental

collection points for residents and businesses. City and Franchisee shall meet and confer to discuss locations, container types and container sizes for each location.

- (c) Franchisee's Labor Disruption Contingency Plan shall prioritize those Collection activities it is able to perform during the labor disruption, with hospitals/medical operations, essential services, restaurants and other six-service days per week Customers prioritized for Collection on the basis of health and sanitation. Franchisee shall notify City when the labor dispute has ended, and the date regular Collection services will resume.
- (d) In the event that a labor disruption event prevents the City-wide Collection of Discarded Materials for a period of thirty (30) consecutive days, the provisions of Section 12.13 shall then apply.

15.4 Notices.

All notices, demands, requests, approvals, disapprovals, proposals, consents, or other communications whatsoever which this Agreement contemplates or authorizes, or requires or permits either Party to give to the other, shall be in writing and shall be personally delivered, sent by telecopier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective Party as follows:

If to Franchisee: CONSOLIDATED DISPOSAL SERVICES
2531 E 67th St
Long Beach CA 90805
Attn: General Manager

A copy to: Senior Corporate Counsel
Republic Services
18500 N Allied Way
Phoenix AZ 85054

If to City: CITY OF BELL
6330 Pine Avenue
Bell, CA 90201
Attention: City Manager

A copy to: ALESHIRE & WYNDER, LLP
1 Park Plaza, Suite 1000
Irvine, CA 92614
Attention: City Attorney

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section 15.4. Notice shall be deemed effective on the date personally served or by facsimile or, if mailed, three (3) Days from the date such notice is deposited in the United States mail.

15.5 Non-discrimination.

Franchisee covenants that, by and for itself, its heirs, executors, assigns and all Persons claiming under or through them, that there shall be no discrimination against or segregation of, any Person or group of Persons on account of race, color, creed, religion, sex, marital status, national origin, sexual orientation, or ancestry in the performance of this Agreement. Franchisee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, national origin or ancestry.

15.6 Compliance with Immigration Laws.

Franchisee agrees that, in the performance of this Agreement, it will comply with all applicable immigration laws and regulations.

15.7 No Liability of City Officials.

No officer, employee or agent of the City shall be personally liable to the Franchisee, or any successor in interest, in the event of any default or breach by the City or for any amount that may become due to the Franchisee or to its successor, or for breach of any obligation of the terms of this Agreement.

15.8 Laws and Regulations.

Franchisee shall observe all the terms of any City ordinance or resolution now in effect, or as the same may be subsequently adopted or amended by the City, governing or affecting the Collection, removal and disposal of Municipal Solid Waste in the City of Bell. Franchisee further agrees to comply with all applicable County, State or Federal laws or regulations as they exist now or may subsequently be adopted or amended, governing the Collection, removal and disposal of Municipal Solid Waste. Franchisee further agrees to comply with all applicable State and Federal laws governing employment, wages, working conditions, use of materials, equipment, supplies and the like.

15.9 Proprietary Information: Public Records.

The City acknowledges that a number of the records and reports of the Franchisee are proprietary and confidential. Franchisee is obligated to permit City inspection of certain of its records, as provided herein, on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Franchisee and shall not voluntarily disclose such proprietary information. Notwithstanding the foregoing, any documents provided by Franchisee to City that are public records may be disclosed pursuant to a proper public records request.

15.10 Waiver of Future Claims.

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. A Party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

15.11 Conflict of Interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Franchisee warrants that it has not paid or given and will not pay or give any officer, employee or agent of the City any money or other consideration for obtaining this Agreement.

15.12 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

15.13 Integration: Amendment.

It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. This Agreement may only be amended at any time by the mutual consent of the Parties by an instrument in writing. This Agreement is intended, in part, to carry out City's obligations to comply with the provisions of AB 939 and regulations promulgated thereunder, as amended from time to time. In the event that AB 939 or other State or Federal laws or regulations enacted after this Agreement prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations. No other amendment of this Agreement shall be valid unless in writing duly executed by the Parties.

15.14 Severability.

In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

15.15 No Joint Venture.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Franchisee, its agents or employees, perform the services required herein, except as otherwise set forth. Franchisee shall perform all services required herein independent from the City and shall remain at all times as to City a wholly independent entity with only such obligations as are consistent with that role. Franchisee shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Franchisee in its business or otherwise or a joint venturer or a member of any joint enterprise with Franchisee.

15.16 Corporate Authorization.

Franchisee has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Franchisee (or the shareholders if necessary) have taken all actions required by law, its articles of incorporation, its bylaws or otherwise, to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Franchisee have authority to do so. Entering into this Agreement does not violate any provision of any other Agreement to which Franchisee is bound.

IN WITNESS WHEREOF, the Parties hereto do hereby set their hands and seals as of the Day and the year first written above.

FRANCHISEE
CONSOLIDATED DISPOSAL SERVICE
LLC, a Delaware Corporation

By: 
Name: Jason Bond
Title: General Manager

By: _____
Name:
Title:

CITY OF BELL, a California Charter City

By: 
Mayor: Ali Saleh

ATTEST:


Angela Bustamante, City Clerk

APPROVED AS TO FORM:


City Attorney

Exhibit A – Rate Schedule

Exhibit B – Good Corporate Citizenship Statement

Good corporate citizens enhance Bell through employment practices:

- Hire Bell residents when possible
- Provide training and promotion opportunities for all workers
- Provide adequate wages and benefits
- Provide safe, clean, and healthy work environment
- Provide family friendly benefits that support family life such as maternity/paternity leave, childcare and daycare

Good corporate citizens enhance Bell through environmental responsibility:

- Use Bell sources for goods
- Minimize use of resources
- Used Recycled content products wherever possible
- Use energy efficient systems
- Support opportunities for employees to use carpools/public transportation

Good corporate citizens enhance Bell through excellent Customer service practices:

- Being responsive to Bell residents' complaints
- Being courteous and helpful
- Being bi-lingual
- Extending a helping hand to the seniors and handicapped

Good corporate citizens enhance Bell through financial practice:

- Purchase supplies locally
- Support Bell's youth teams, community organizations.
- Support volunteerism and community involvement by employees
- Support and participate in Bell community events

Exhibit C – City Events

Franchisee shall provide Collection services to the following events at no additional charge to the City.

- Halloween Carnival
- Veteran's Day Ceremony
- Bell Holiday Village
- State of the City Address
- Bell 5K
- Student Government Day
- Earth Day (offers free E-Waste disposal and document shredding)
- Spring Festival
- Concerts in the Park

Exhibit D – Public Education and Outreach Plan Ongoing Programs

The following public education and outreach activities will be performed on an ongoing basis throughout the term of the contract.

Franchisee will submit for review an Education Plan for City approval no later than October 1st for the next Calendar Year. The plan will include proposed education focused on service information and recycling guidelines for both residential and commercial customers. Schedule of when education material will be disseminated throughout the year, social media post calendar, and community event participation.

(1) Communication Collateral. Various forms of literature will be distributed to the community annually. The collateral will remind residents what is accepted for recycling and organics, advise them of holiday schedules, bulky waste pickup, waste and recycling events, community events, and special waste handling topics.

(2) Annual Assessment of Education & Outreach Efforts. Franchisee staff will work cooperatively with the City to monitor the effectiveness of existing public education and outreach programs and to identify and develop new public education and outreach programs as might be necessary to meet diversion targets.

(3) Community Events. Franchisee will provide waste and recycling services, at no charge, in a continuing effort to support City programs and events. Franchisee will attend public events and host booths to promote recycling education and awareness. Franchisee will work with City to identify which special events will be attended.

(4) Chamber, Civic Group Presentations. Franchisee will reach out to the local Chamber of Commerce and service organizations to work with these organizations to complete presentations to the business community about available services and programs, education around state mandates (AB 341, AB1826, and SB 1383) as well as the benefits of recycling services.

(5) Marketing Resources. Franchisee will distribute video and images (via social media) geared towards residential and commercial customers annually to inform regarding special programs, recycling initiatives such as AB341, AB1826 and SB 1383 for City staff to incorporate in its traditional and social media platforms. (recyclingsimplified.com).

(6) Community Workshops. Franchisee will provide recycling, compost and business compliance workshops at no charge on an as needed basis to educate and ensure compliance with AB341, AB1826 and SB1383.

Additional Franchisee Education Tools

(1) Local Bell Website. Franchisee will update with new service offerings local Bell website to inform the public about routing, services levels, program offerings (community cleanups, bulky waste collection, sharps program, etc.) proper cart usage, recyclable materials accepted, community events and information on environmental protection that will be updated on an on-going basis.

(2) Recycling Rewards Program. Annually in celebration of America Recycles Day- Franchisee will work with City staff to recognize two residential customers and one commercial

customer at a November council meeting for being model recyclers by Recycling and Composting Right. Franchisee will provide a gift basket along with a Recycling All Star Certificate.

(3) Residential and Commercial Customer Newsletters and other Print Materials. Newsletters provide a simple and effective method to educate residents and commercial customers about service changes, recycling and sustainability programs, or other important information. Both the Residential and Commercial Newsletters will be produced quarterly. The Commercial Newsletter will detail specific information regarding applicable State/City mandates. All print items will use 100% recycled paper and be produced by a local business.

Outreach Material for City Facilities

Communication Collateral. Franchisee will make available copies of collateral material created for City staff distribution at City facilities for residential and commercial customers.

Exhibit E – Approved Facilities

Transfer Facilities:

American Transfer Station
1449 Rosecrans Ave, Gardena, CA 90249

Bel Art Transfer Station
2495 E 68th St, Long Beach CA 90805

Compton Transfer Station
2509 W. Rosecrans Ave, Compton 90059

East Los Angeles Recycling & Transfer Station
1512 N. Bonnie Beach Place, Los Angeles 90063

Falcon Transfer Station
3031 E. I. St., Wilmington 90744

Innovative Waste Control
4133 Bandini Blvd, Vernon 90058

Recycling Facilities:

Rainbow Environmental Services
17121 Nichols Ln, Huntington Beach, CA 92647
Acceptable Material- Mixed Recycling

Athens Services
14048 Valley Blvd, La Puente CA 91746
Acceptable materials- Mixed Recycling

CVT- Anaheim
2740 E Coronado St, Anaheim CA 92806
Acceptable Material- Mixed Recycling, Organics, Yard Waste, Construction & Demolition

Green Waste:

Recology
235 North First Street, Dixon, CA 95620
Acceptable Materials, Mixed Green waste/ Organics, clean green waste, clean organics

Organics:

Recology

235 North First Street, Dixon, CA 95620

Acceptable Materials, Mixed Green waste/ Organics, clean green waste, clean organics

Construction and Demolition:

CWS- California Waste Services

621 W 152nd, Gardena, CA 90247

Acceptable Material- Construction & Demolition

Landfill:

Sunshine Canyon Landfill

14747 San Fernando Rd, Sylmar, CA 91342

Residential Services

*WST= CPI-Water, Sewer, Trash

Size	Year 1	Year 2	Year 3	Year 4	Year 5
Residential 96 Gallon	\$ 19.75	\$ 24.10	\$ 27.78	\$ 30.93	WST
Residential 64 Gallon	\$ 19.00	\$ 22.42	\$ 25.83	\$ 28.76	WST
Residential Extra Cart	\$ 6.69	\$ 7.89	\$ 9.10	\$ 10.13	WST
Backyard Service	\$ 5.28	\$ 6.23	\$ 7.18	\$ 7.99	WST
On-Call Bulky	\$ 35.99	\$ 42.47	\$ 48.94	\$ 54.49	WST

Commerical - MSW

Size	Frequency	Year 1	Year 2	Year 3	Year 4	Year 5
96 Gal Cart	1x	\$ 77.23	\$ 91.12	\$ 105.01	\$ 116.92	WST
96 Gal Cart	2x	\$ 128.72	\$ 151.88	\$ 175.02	\$ 194.87	WST
96 Gal Cart	3x	\$ 180.23	\$ 212.65	\$ 245.06	\$ 272.85	WST
96 Gal Cart	4x	\$ 231.70	\$ 273.38	\$ 315.05	\$ 350.77	WST
96 Gal Cart	5x	\$ 283.23	\$ 334.18	\$ 385.11	\$ 428.78	WST
1CY	1x	\$ 154.45	\$ 182.24	\$ 210.01	\$ 233.82	WST
1CY	2x	\$ 257.44	\$ 303.75	\$ 350.05	\$ 389.74	WST
1CY	3x	\$ 360.44	\$ 425.28	\$ 490.10	\$ 545.67	WST
1CY	4x	\$ 463.45	\$ 546.82	\$ 630.16	\$ 701.62	WST
1CY	5x	\$ 566.43	\$ 668.33	\$ 770.18	\$ 857.52	WST
1CY	6x	\$ 669.42	\$ 789.85	\$ 910.22	\$1,013.44	WST
2CY	1x	\$ 193.21	\$ 227.97	\$ 262.71	\$ 292.50	WST
2CY	2x	\$ 321.88	\$ 379.79	\$ 437.67	\$ 487.30	WST
2CY	3x	\$ 450.70	\$ 531.78	\$ 612.82	\$ 682.32	WST
2CY	4x	\$ 578.78	\$ 682.90	\$ 786.98	\$ 876.22	WST
2CY	5x	\$ 708.12	\$ 835.51	\$ 962.84	\$1,072.03	WST
2CY	6x	\$ 836.95	\$ 987.52	\$1,138.01	\$1,267.07	WST
3CY	1x	\$ 231.70	\$ 273.39	\$ 315.05	\$ 350.78	WST
3CY	2x	\$ 360.52	\$ 425.38	\$ 490.21	\$ 545.79	WST
3CY	3x	\$ 489.41	\$ 577.45	\$ 665.46	\$ 740.92	WST
3CY	4x	\$ 618.19	\$ 729.40	\$ 840.56	\$ 935.88	WST
3CY	5x	\$ 746.91	\$ 881.28	\$1,015.59	\$1,130.75	WST
3CY	6x	\$ 876.59	\$1,034.29	\$1,191.91	\$1,327.08	WST
4CY	1x	\$ 318.41	\$ 375.69	\$ 432.95	\$ 482.04	WST
4CY	2x	\$ 493.54	\$ 582.32	\$ 671.07	\$ 747.17	WST
4CY	3x	\$ 668.66	\$ 788.95	\$ 909.19	\$1,012.29	WST
4CY	4x	\$ 843.79	\$ 995.58	\$1,147.31	\$1,277.42	WST
4CY	5x	\$1,018.91	\$1,202.21	\$1,385.43	\$1,542.54	WST
4CY	6x	\$1,194.02	\$1,408.83	\$1,623.53	\$1,807.64	WST
3CY Compactor	1x	\$ 370.72	\$ 437.41	\$ 504.07	\$ 561.24	WST
3CY Compactor	2x	\$ 576.81	\$ 680.58	\$ 784.30	\$ 873.24	WST
3CY Compactor	3x	\$ 783.04	\$ 923.91	\$1,064.71	\$1,185.45	WST
3CY Compactor	4x	\$ 989.13	\$1,167.07	\$1,344.94	\$1,497.45	WST
3CY Compactor	5x	\$1,195.04	\$1,410.03	\$1,624.92	\$1,809.18	WST
3CY Compactor	6x	\$1,401.23	\$1,653.31	\$1,905.28	\$2,121.33	WST

Commerical - On-Call/Extra Services Applies for MSW, Recycling and Organics

	Year 1	Year 2	Year 3	Year 4	Year 5
Extra Pick Up	\$ 42.25	\$ 49.85	\$ 57.45	\$ 63.97	WST
Lock Lids on Bins	\$ 8.44	\$ 9.96	\$ 11.47	\$ 12.77	WST
Scout/Push Out	\$ 9.50	\$ 11.21	\$ 12.92	\$ 14.38	WST
On-Call Bulk Pick Up (Per Call)	\$ 37.54	\$ 44.29	\$ 51.04	\$ 56.83	WST

Commerical - Recycling

Size	Frequency	Year 1	Year 2	Year 3	Year 4	Year 5
64 Gal Cart	1x	\$ 45.42	\$ 53.59	\$ 61.76	\$ 68.76	WST
64 Gal Cart	2x	\$ 68.13	\$ 80.39	\$ 92.64	\$ 103.14	WST
64 Gal Cart	3x	\$ 102.20	\$ 120.58	\$ 138.96	\$ 154.71	WST
96 Gal Cart	1x	\$ 51.05	\$ 60.23	\$ 69.41	\$ 77.29	WST
96 Gal Cart	2x	\$ 76.58	\$ 90.35	\$ 104.12	\$ 115.93	WST
96 Gal Cart	3x	\$ 114.86	\$ 135.53	\$ 156.18	\$ 173.89	WST
1CY	1x	\$ 66.41	\$ 78.36	\$ 90.30	\$ 100.54	WST
1CY	2x	\$ 99.62	\$ 117.54	\$ 135.45	\$ 150.81	WST
1CY	3x	\$ 149.42	\$ 176.30	\$ 203.17	\$ 226.21	WST
2CY	1x	\$ 88.71	\$ 104.67	\$ 120.62	\$ 134.30	WST
2CY	2x	\$ 133.07	\$ 157.00	\$ 180.93	\$ 201.45	WST

2CY	3x	\$ 199.60	\$ 235.51	\$ 271.40	\$ 302.17	WST
3CY	1x	\$ 99.63	\$ 117.55	\$ 135.47	\$ 150.83	WST
3CY	2x	\$ 155.01	\$ 182.90	\$ 210.77	\$ 234.67	WST
3CY	3x	\$ 210.44	\$ 248.30	\$ 286.14	\$ 318.59	WST
4CY	1x	\$ 128.66	\$ 151.81	\$ 174.94	\$ 194.78	WST
4CY	2x	\$ 192.99	\$ 227.71	\$ 262.41	\$ 292.17	WST
4CY	3x	\$ 289.49	\$ 341.56	\$ 393.62	\$ 438.25	WST

Commerical - Organics

Size	Frequency	Year 1	Year 2	Year 3	Year 4	Year 5
65 Gal Cart	1x	\$ 64.49	\$ 76.09	\$ 87.69	\$ 97.63	WST
65 Gal Cart	2x	\$ 102.03	\$ 120.39	\$ 138.73	\$ 154.46	WST
65 Gal Cart	3x	\$ 142.87	\$ 168.57	\$ 194.26	\$ 216.29	WST
96 Gal Cart	1x	\$ 83.84	\$ 98.92	\$ 113.99	\$ 126.92	WST
96 Gal Cart	2x	\$ 132.64	\$ 156.50	\$ 180.35	\$ 200.80	WST
96 Gal Cart	3x	\$ 185.73	\$ 219.14	\$ 252.54	\$ 281.18	WST
1CY	1x	\$ 166.02	\$ 195.89	\$ 225.74	\$ 251.34	WST
1CY	2x	\$ 276.73	\$ 326.51	\$ 376.27	\$ 418.94	WST
1CY	3x	\$ 387.44	\$ 457.14	\$ 526.81	\$ 586.55	WST
2CY	1x	\$ 207.69	\$ 245.05	\$ 282.40	\$ 314.42	WST
2CY	2x	\$ 345.99	\$ 408.23	\$ 470.45	\$ 523.80	WST
2CY	3x	\$ 484.46	\$ 571.61	\$ 658.73	\$ 733.43	WST

Commerical - Multi- Family

Size	Frequency	Year 1	Year 2	Year 3	Year 4	Year 5
Rates Match Commercial Rates for all services						

Temp or COD

Service Type- 7 day or 1 Dump
(500 Weight limit)

	Year 1	Year 2	Year 3	Year 4	Year 5
3 Yard DEL/Removal w Dump	\$ 265.68	WST	WST	WST	WST
3 Yard Extra Dummpp	\$ 75.94	WST	WST	WST	WST
3 Yard Daily Rental after 7 days	\$ 24.61	WST	WST	WST	WST
Trip Charge	\$ 26.53	WST	WST	WST	WST

Industrial

Service Type

	Year 1	Year 2	Year 3	Year 4	Year 5
10-40 Yd Roll-Offs (with 7 tons)					
Haul Rate- Del/Removal	\$ 968.50	WST	WST	WST	WST
10-40 Yard Roll off over tonnage	\$ 66.53	WST	WST	WST	WST
10-40 Yard Roll - Off Trip Charge	\$ 161.58	WST	WST	WST	WST
10-40 Yard Roll-Off Daily Rental	\$ 31.36	WST	WST	WST	WST
40 Yard Recycling Box Haul Rate- Del/Removal	\$ 629.84	WST	WST	WST	WST
40 Yard Recycling Box Trip Charge	\$ 161.58	WST	WST	WST	WST
Temo 40yd (w 7 tons) Haul Rate - Del/Removal	\$ 968.50	WST	WST	WST	WST
Temp 10-40 Yd (w 7 tons) over tonnage	\$ 66.53	WST	WST	WST	WST
Temp 10-40yd (w 7 tons) trip charge	\$ 161.58	WST	WST	WST	WST
Certificate of Destruction	\$ 86.88	WST	WST	WST	WST
Compactor (w 9 tons) Haul Rate - Del/Removal	\$1,215.09	WST	WST	WST	WST
Compactor (w 9 tons) Over Tonnage	\$ 66.53	WST	WST	WST	WST
Compactor (w 9 Tons) trip charge	\$ 161.58	WST	WST	WST	WST



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 8

DATE (MM/DD/YYYY)
06/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 NORTH SCOTTSDALE ROAD SCOTTSDALE, AZ 85255	CONTACT NAME:	
	PHONE (A/C No.Ext):	FAX (A/C No.Ext):
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	E-MAIL ADDRESS: certificateteam@ccmsi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Co.	NAIC # 22667
	INSURER B: Indemnity Insurance Co of North America	NAIC # 43575
	INSURER C: Illinois Union Insurance Company	NAIC # 27960
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER: 2468018****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			HDO G48921000	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 30,000,000 PRODUCTS -COMP/OP AGG \$ 20,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H10740083	06/30/2024	06/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			SEE ATTACHED	06/30/2024	06/30/2025	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WLR C57256862 - AOS WLR C57257672 - OR SCF C57257726 - VI WCU C57257829 - OH XS TNS C57194790 - TX NS/XS	06/30/2024 06/30/2024 06/30/2024 06/30/2024 06/30/2024	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Division Number: 3840 - Named Insured Includes: Consolidated Disposal Service, L.L.C. - Dba: Republic Services of Los Angeles//Republic Services

CERTIFICATE HOLDERCITY OF BELL
6330 PINE AVENUE
BELL, CA 90201
United States**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 2 of 8

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2468018

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.

Coverage is primary and non-contributory when required by written contract.

Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C57194790) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Umbrella/Excess Details of Cover:

Policy No. XEU G46782148 008 – ACE Property and Casualty Insurance Company (NAIC # 20699) - \$10MM Each Occurrence/Annual Aggregate (6/30/24 – 6/30/25)

Policy No. 84772078 – National Union Fire Insurance Company of Pittsburgh, PA (NAIC # 19445) - \$5MM Each Occurrence/Annual Aggregate – Excess of \$10MM (6/30/24 – 6/30/25)

Policy No. B080124881U24 – Lloyd's Syndicates (Convex / Inigo / Munich Re) - \$5MM Each Occurrence/Annual Aggregate – Excess of \$15MM (6/30/24 – 6/30/25)

POLICY NUMBER: HDO G48921000

Endorsement Number: 179 60

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

NOTICE TO OTHERS ENDORSEMENT - NOTICE BY INSURED'S REPRESENTATIVE

Named Insured Republic Services, Inc.			Endorsement Number 61
Policy Symbol HDO	Policy Number G48921000	Policy Period 06/30/2024 TO 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- A. If we cancel, non-renew, or materially change the Policy prior to its expiration date by notice to the first Named Insured for any reason other than nonpayment of premium, we will, as set out in this endorsement, send written notice of such cancellation, non-renewal or material change, to the first Named Insured and will allow its representative to send such notice to all persons or organizations that the first Named Insured has contractually agreed to provide such notice.
- B. The notice referenced in this endorsement as provided by your representative is intended only to be a courtesy notification. The failure to provide advance notification of cancellation, non-renewal, or material change will impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation, non-renewal or material change of the Policy.
- C. We will only be responsible for sending such notice to the first Named Insured who will notify its representative, and its representative will, in turn, send all applicable persons or organizations notice of cancellation, non-renewal, or material change at least 30 days prior to the applicable event date
- D. This endorsement does not apply in the event that the first Named Insured cancels the Policy.

All other terms and conditions of the Policy remain unchanged.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 27
Policy Symbol HDO	Policy Number G48921000	Policy Period 06/30/2024 to 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSURED

Named Insured Republic Services, Inc.			Endorsement Number 27
Policy Symbol HDO	Policy Number G48921000	Policy Period 06/30/2024 to 06/30/2025	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**COMMERCIAL GENERAL LIABILITY COVERAGE****Schedule****Organization**

Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.

Additional Insured Endorsement

CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

POLICY NUMBER: HDO G48921000

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract requiring CG2404 (05/09), provided such contract was executed prior to the date of loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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POLICY NUMBER: HDO G48921000

Endorsement Number: 142

**COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04****THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

CONTINUATION CERTIFICATE

The Western Surety Company (hereinafter called the Surety) hereby continues in force its Bond No. 929545965 in the sum of One Million Dollars and 00/100 (\$1,000,000.00) Dollars, on behalf of Consolidated Disposal Service, L.L.C. in favor of City of Bell for Comprehensive Solid Waste Service subject to all the conditions and terms thereof through 30th Day of September, 2025 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 23rd Day of October, 2024.

Western Surety Company

Surety

BY: 

Amber Engel, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Amber Engel, Individually

of Seattle, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature.

- In Unlimited Amounts -

Surety Bond No: 929545965

Principal: Consolidated Disposal Service, L.L.C.

Obligee: City of Bell

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

Thus Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024



WESTERN SURETY COMPANY

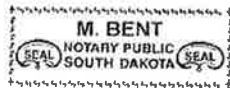
Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of October, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Washington

County of King

On 10/23/24 before me, Debbie Lindstrom, Notary Public

personally appeared Amber Engel

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Debbie Lindstrom



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb



USI Insurance Services
601 Union Street
Suite 1000
Seattle, WA 98101
www.usi.com
Tel: 206.441.6300

FedEx Priority Overnight

Recent Bond Renewal/s

To whom it may concern:

Please find *and review* the enclosed Surety Bond renewal documents.

Remember to make a copy for your records, then send these original documents to the respective Obligee at your earliest convenience.

Should you require further assistance or if you have any questions, please do not hesitate to contact me: 206-731-1200 or at amber.engel@usi.com.

Sincerely,

Amber

Amber Engel
Account Manager
Surety Services

ORIGIN ID: BFLA (854) 529-1602
AMBER ENGEL
USI INSURANCE SERVICES
601 UNION ST. SUITE 1000

SHIP DATE: 23OCT24
ACTWGT: 1.00 LB
CAD: 1124472INET4535

SEATTLE, WA 98101
UNITED STATES US

BILL SENDER

TO DONNA PERNOD

REPUBLIC SERVICES
2531 E 67TH STREET

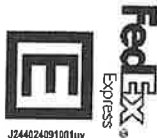
LONG BEACH CA 90805

REF: (562) 307-6892

REF:

PO:

DEPT:



J244024091001uv

TRK#
0201

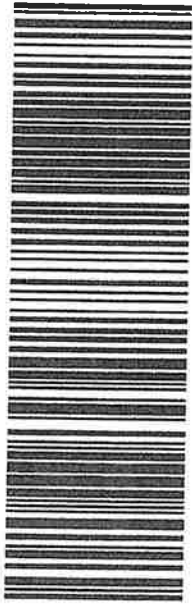
7794 7499 7780

THU - 24 OCT 10:30A
PRIORITY OVERNIGHT

WZLGBA

90805

CA-US LAX



After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](https://www.fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CERTIFICATE OF SECRETARY
RELATING TO THE AMENDED AND RESTATED
EXCLUSIVE FRANCHISE AGREEMENT
FOR COMPREHENSIVE SOLID WASTE SERVICES
FOR THE CITY OF BELL
IN THE STATE OF CALIFORNIA

The undersigned, Secretary of **CONSOLIDATED DISPOSAL SERVICE, L.L.C.**, a Delaware limited liability company (the “Company”), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by **REPUBLIC SERVICES, INC.**, a Delaware corporation, the sole member of the Company (the “Member”) by written consent of the Member on August 23, 2021, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; Division President; or Division Vice President Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **JASON BOND** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 23rd day of October, 2024.



Lauren McKeon, Secretary

CONTINUATION CERTIFICATE

The Western Surety Company (hereinafter called the Surety) hereby continues in force its Bond No. 929545965 in the sum of One Million Dollars and 00/100 (\$1,000,000.00) Dollars, on behalf of Consolidated Disposal Service, L.L.C. in favor of City of Bell for Comprehensive Solid Waste Service subject to all the conditions and terms thereof through 30th Day of September, 2025 at location of risk.

This Continuation is executed upon the express condition that the Surety's liability shall not be cumulative and shall be limited at all times by the amount of the penalty stated in the bond.

IN WITNESS WHEREOF, the Surety has caused this instrument to be signed by its duly authorized Attorney-in-Fact and its corporate seal to be hereto affixed this 23rd Day of October, 2024.

Western Surety Company

Surety

BY:


Amber Engel, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Amber Engel, **Individually**

of **Seattle, WA**, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: 929545965

Principal: Consolidated Disposal Service, L.L.C.

Obligee: City of Bell

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of October, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

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This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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State of Washington

County of King

On 10/23/24 before me, Debbie Lindstrom, Notary Public

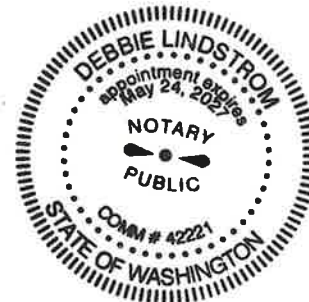
personally appeared Amber Engel

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Debbie Lindstrom



Place Notary Public Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document _____

Document Date _____ Number of Pages: _____

Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer – Title(s): _____
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: _____

Signer is representing _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb

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- ☐ Trustee
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