COLLECTION SERVICES FRANCHISE AGREEMENT
FOR THE PROVISION OF
GARBAGE, ORGANIC WASTE, AND
RECYCLABLE MATERIALS COLLECTION SERVICES

Executed By
City of Westlake Village
and G.I. Industries d.b.a. Waste Management
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THIS COLLECTION SERVICES FRANCHISE AGREEMENT ("Agreement") is dated [date], 2022 for reference purposes and is executed by the City of Westlake Village ("City"). a California general law city, and G.I. Industries ("Contractor"). a Utah corporation doing business as Waste Management.

RECITALS

A. City has determined that the public health, safety, and wellbeing require that a wholly exclusive franchise be awarded for the collection and transportation of garbage, organic waste, and recyclable materials, and for other services required by the California Integrated Waste Management Act of 1989 ("Waste Management Act").

B. City desires to regulate the maximum rates service recipients are charged for the collection, transportation, processing, recycling, composting, and disposal of garbage, organic waste, and recyclable materials.

C. Contractor desires to receive City's garbage, organic waste, and recyclable materials collection services franchise, and Contractor represents that it has the ability to perform the franchise services at City-approved rates in compliance with this Agreement, the Waste Management Act, and other applicable laws.

D. City has determined that Contractor, by demonstrated experience, reputation, and capacity, is qualified to be awarded this franchise.

NOW, THEREFORE, the parties agree as follows:

Article 1. Rules of Interpretation

1.01 General: As used in this Agreement, and as the context may require, the singular includes the plural and vice versa; the term "shall" is mandatory and the term "may" is permissive; the term "day" means calendar day; and the terms "include," "includes," and "including" are illustrative and nonexhaustive.

1.02 Cross-References: Cross-references to "Article ___" or "Section ___" refer to an Article or Section of this Agreement unless otherwise indicated or apparent from the context.

1.03 External References: References to a statutory code or legislative bill refer to California law unless otherwise indicated or apparent from the context. References to a statute, regulation, or ordinance shall be deemed to refer to the then-current version of the statute, regulation, or ordinance.

1.04 Undefined Terms: The meaning of terms not defined in this Agreement shall be as commonly understood in the solid waste collection services industry when the common understanding is uncertain.
Article 2. Definitions

2.01 AB 341: Assembly Bill No. 341 (2011).

2.02 AB 827: Assembly Bill No. 827 (2019).

2.03 AB 1594: Assembly Bill No. 1594 (2014).

2.04 AB 1669: Assembly Bill No. 1669 (2016).

2.05 AB 1826: Assembly Bill No. 1826 (2014).

2.06 AB 3036: Assembly Bill No. 3036 (2018).

2.07 Affiliate: any person or legal entity that controls, is controlled by, or is under common control with Contractor.

2.08 Agreement: this Collection Services Franchise Agreement.

2.09 Best Management Practice: the schedule of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce, to the maximum extent technologically and economically feasible, the discharge of pollutants in the storm drain system.

2.10 Bin: a metal or plastic waste container that: (i) has a rated capacity from 1.5 to six cubic yards; and (ii) is mechanically serviced by a commercial front-end loader vehicle.

2.11 Biohazardous or Biomedical Waste: any waste that may cause disease or reasonably be suspected of harboring pathogenic organisms. "Biohazardous or Biomedical Waste" includes waste resulting from the operation of medical clinics, hospitals, and other facilities processing wastes consisting of the following: human and animal parts; contaminated bandages, clothing, and surgical gloves; hypodermic needles; pathological specimens; and sharps.


2.13 Bulky Waste: Solid Waste consisting of discarded White Goods, furniture, carpets, mattresses, and similar large items that: (i) do not fit in a regular Collection Container; (ii) require special handling due to size; and (iii) can be collected and transported without the assistance of special loading equipment (such as forklifts or cranes) and without violating vehicle load limits. "Bulky Waste" does not include abandoned vehicles or Exempt Waste.

2.14 Business Day: Monday through Friday, excluding Holidays.

2.15 Calendar Year: January 1 to December 31.
2.16 **CalRecycle:** California Department of Resources Recycling and Recovery.

2.17 **Cart:** a heavy plastic receptacle that: (i) has a rated capacity from 20 to 100 gallons; (ii) has a hinged tight-fitting lid and wheels; and (iii) is intended to be used for collection, accumulation, and removal of Solid Waste.

2.18 **CCR:** California Code of Regulations.


2.20 **Change in Law:** the occurrence after the Commencement Date of any of the following events which results in an adverse effect on a party’s obligations under this Agreement not involving payment to the other party: (i) enactment, adoption, amendment, repeal, judicial interpretation, or administrative interpretation of any Collection Service Law; (ii) issuance of any judicial or administrative ruling in a proceeding involving City or Contractor, unless such ruling finds the party asserting a Change in Law to have been negligent or otherwise at fault; or (iii) denial, suspension, or termination of any government permit or other entitlement, unless such denial, suspension, or termination is the result of an act or omission of the party asserting a Change in Law.

2.21 **City:** City of Westlake Village, a California municipal corporation.

2.22 **City Attorney:** Westlake Village City Attorney or such officer’s designee.

2.23 **City Bulky Item Collection Service:** Collection of Bulky Items from City Service Units and delivery of those Bulky Items to a Disposal Facility, Materials Recovery Facility, or other appropriate facility.

2.24 **City Clean-Up Service:** Collection to support City services and operations.

2.25 **City Collection Service:** Collection Service provided to City Service Units. "City Collection Service" includes City Bulky Item Collection Service, City Clean-Up Service, City Garbage Collection Service, City Organic Waste Collection Service, City Recycling Service, and City-Sponsored Event Service.

2.26 **City Council:** Westlake Village City Council.

2.27 **City Facility:** a building or other site owned, leased, or occupied by City. City Facilities are listed in Exhibit 3.

2.28 **City Garbage Collection Service:** Collection of Garbage from City Service Units and delivery of that Garbage to a Disposal Facility.

2.29 **City Manager:** Westlake Village City Manager or such officer’s designee.
2.30 **City Organic Waste Collection Service:** Collection of Organic Waste from City Service Units, delivery of that Organic Waste to an Organic Waste Processing Facility, processing and marketing of that Organic Waste, and disposal of Residue.

2.31 **City Recycling Service:** Collection of Recyclables Materials from City Service Units, delivery of those Recyclable Materials to a Materials Recovery Facility, processing and marketing of those Recyclable Materials, and disposal of Residue.

2.32 **City Service Unit:** City Facilities that utilize a Collection Container for the accumulation and set-out of Solid Waste.

2.33 **City-Sponsored Event Service:** Collection at an event conducted or sponsored by City.

2.34 **Collection:** removal of Solid Waste from a Service Unit and transportation to a Disposal Facility, Organic Waste Processing Facility, Materials Recovery Facility, or Transfer Station as appropriate.

2.35 **Collection Container:** a Bin, Cart, or Roll-Off Container provided by Contractor for use by Service Recipients for Collection Services.

2.36 **Collection Services:** Contractor's obligations under this Agreement to collect Solid Waste within the Service Area. "Collection Services" includes Residential Service, MFD Collection Service, Commercial Collection Service, and City Collection Service.

2.37 **Collection Service Law:** all statutes, regulations, ordinances, rules, orders, judgments, decrees, permits, approvals, and other requirements applicable to the collection and disposal of Solid Waste.

2.38 **Collection Vehicle:** a licensed vehicle used to provide Collection of Solid Waste under this Agreement.

2.39 **Commencement Date:** August 23, 2022.


2.41 **Commercial Garbage Collection Service:** Collection of Garbage from Commercial Service Units and delivery of that Garbage to a Disposal Facility.

2.43 **Commercial Recycling Collection Service**: Collection of Recyclable Materials from Commercial Service Units, delivery of those Recyclable Materials to a Materials Recovery Facility, processing and marketing of those Recyclable Materials, and disposal of Residue.

2.44 **Commercial Service Unit**: all retail, professional, wholesale, and industrial facilities, and other commercial enterprises offering goods or services to the public that utilize a Bin, Cart, Compactor, or Roll-Off Container for the accumulation and set-out of Solid Waste.

2.45 **Compactor**: a Collection Container that has a compaction mechanism.

2.46 **Compost**: the act or product of controlled biological decomposition of Organic Waste that is Source Separated or is separated at a centralized facility. "Compost" includes the product of anaerobic digestion or other conversion technologies.

2.47 **Construction and Demolition Waste**: discarded materials resulting from construction, renovation, remodeling, repair, deconstruction, or demolition operations on any pavement, house, commercial building, or other structure, or from landscaping. "Construction and Demolition Waste" includes "inert waste" as defined in Public Resources Code Section 41821.3(a)(1), gravel, plaster, gypsum wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees, and remnants of new materials.


2.49 **Contaminant**: any material or substance placed into or found in a Collection Container other than the type of SourceSeparated material for which that Collection Container is designated. Contaminant includes Prohibited Container Contaminants.

2.50 **Contract Administrator**: Westlake Village Planning Director or such officer’s designee.

2.51 **Contract Year**: the period from the Commencement Date to June 30, 2023 and each 12-month period thereafter.

2.52 **Contractor**: G.I. Industries, a Utah Corporation d.b.a. Waste Management.

2.53 **County**: Los Angeles County, California.

2.54 **Disposal**: final disposition of Solid Waste at a permitted landfill or other permitted Disposal Facility.

2.55 **Disposal Facility**: a City-approved location for the Disposal of Garbage or other materials. City’s designated Disposal Facilities are listed in Exhibit 8.
2.56 **Diversion**: a program or activity that reduces or eliminates the Disposal of Solid Waste in landfills. "Diversion" includes source reduction, reuse, salvage, Recycling, and Composting.

2.57 **Dwelling Unit**: a building or part of a building designed for residential use by a single independent housekeeping unit and having separate exterior access, toilet, and facilities for cooking and sleeping.

2.58 **Edible Food**: food intended for human consumption. "Edible Food" is not Solid Waste if it is recovered and not discarded.

2.59 **Edible Food Recovery**: Collection of Edible Food from restaurants, grocery stores, produce markets, school cafeterias, dining facilities, and similar sources, and distribution of that Edible Food to a local food recovery organization. Nothing in this Agreement requires or authorizes the recovery of food that does not meet the food safety requirements of the California Retail Food Code (Health & Safety Code § 113700 et seq.).

2.60 **Exempt Waste**: Biohazardous or Biomedical Waste, Hazardous Waste, Household Hazardous Waste, Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, dead animals, medical waste regulated pursuant to the Health and Safety Code Section 117600 et seq. and wastes under the control of the Nuclear Regulatory Commission.

2.61 **Expiration Date**: June 30, 2032, unless otherwise extended as set forth in Section 3.02.

2.62 **Food Waste**: food scraps (including fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, coffee grounds, and eggshells) and food-soiled paper (compostable paper plates, paper coffee cups, napkins, pizza boxes, and other compostable paper material that has come in contact with food or liquid). "Food Waste" does not include fats, oils, and grease when such materials are Source Separated from other food scraps.

2.63 **Force Majeure**: acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather, freezing, earthquakes, other natural disasters, the threat of such natural disasters, epidemics or pandemics (or threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government, or other causes not reasonably within the control of the affected party.

2.64 **Franchise Fee**: the fee stated in Section 5.04.

2.65 **Franchised Diversion Rate**: the rate of diversion as specified in Article 9.

2.66 **Garbage**: putrescible and non-putrescible solid, semi-solid and associated liquid waste generated or accumulated through the normal activities of a Premises. "Garbage" does not include Bulky Items, Organic Waste, or Recyclable Materials that are
Source Separated and set out for purposes of Collection and Recycling. “Garbage” does not include Exempt Waste.

2.67 **Green Waste:** grass clippings, leaves, landscape and pruning waste, wood materials from trees and shrubs, and other forms of organic materials generated from landscapes or gardens.

2.68 **Gross Revenue:** all monetary amounts actually received by Contractor for the performance of Collection Services. “Gross Revenue” includes all receipts from Service Recipients inclusive of late charges and contamination charges. “Gross Revenue” does not include revenues generated from: sale of Recyclable Material, Compost or energy; grants; cash awards; California Department of Conservation payments; or rebates.

2.69 **Hazardous Waste:** as defined in Health and Safety Code Section 25117 and 14 CCR Section 17225.32.

2.70 **Holiday:** New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other day recognized by City Council resolution or designated by Contractor as a day on which Collection Services will not be provided until the following Work Day.

2.71 **Home Compost Bin:** a portable durable container that satisfies all of the following criteria: (i) is purchased by City and sold to SFD Service Recipients, MFD Service Recipients, or MXD Service Recipients at a discounted rate; and (ii) is stored and distributed by Contractor to those Service Recipients for use composting Organic Waste at their premises.

2.72 **Household Hazardous Waste:** waste resulting from products purchased by the general public for household use that either: (i) because of quantity, concentration, or physical, chemical, or infectious characteristics may pose a substantial known or potential hazard to human health or the environment when improperly treated, disposed, or otherwise managed; or (ii) in combination with other Solid Waste may be infectious, explosive, poisonous, caustic, toxic, or exhibit any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per 22 CCR Section 66261.3.

2.73 **Indemnities:** City and its officers, employees, agents, and volunteers.

2.74 **Kitchen Food Waste Pail:** a plastic receptacle that satisfies all of the following criteria: (i) has a rated capacity not exceeding 2.5 gallons; (ii) has a hinged lid; and (iii) is approved by the Contract Administrator for use in a SFD Service Unit for temporary storage of SFD Organic Waste.

2.75 **Manure:** stable bedding and other waste matter normally accumulated and associated with stables or in livestock.
2.76 **Manure Collection Services**: Collection of Manure from Service Units, delivery of that Manure to a properly permitted facility, and processing and marketing of that Manure.

2.77 **Materials Recovery Facility**: a facility to which commingled Solid Waste, Organic Waste, and Recyclable Materials are brought for separation into marketable Recyclable Materials. City's designated Materials Recovery Facilities are listed in Exhibit 8.

2.78 **Maximum Service Rate**: the maximum amount that Contractor may charge Service Recipients for Collection Services. The Maximum Service Rate is listed in Exhibit 1 and is subject to adjustment pursuant to Section 7.05.

2.79 **MFD Bulky Item Collection Service**: Collection of Bulky Items from MFD Service Units and delivery of those Bulky Items to a Disposal Facility, Materials Recovery Facility, or other appropriate facility. "MFD Bulky Item Collection Service" includes Collection of Bulky Items using Roll-Off Containers.

2.80 **MFD Cart Service**: Collection Service provided to MFD Service Units receiving Cart service and where each unit is individually billed. For the purposes of this Agreement MFD Cart Service shall be considered a subset of Residential Collection Service.

2.81 **MFD Collection Service**: Collection Service provided to MFD Service Units. "MFD Collection Service" includes MFD Bulky Item Collection Service, MFD Garbage Collection Service, MFD Organic Waste Collection Service, and MFD Recycling Service. MFD Collection Service does not include MFD Cart Service.

2.82 **MFD Garbage Collection Service**: Collection of Garbage from MFD Service Units and the delivery of that Garbage to a Disposal Facility.


2.84 **MFD Recycling Service**: Collection of Recyclables Materials from MFD Service Units, delivery of those Recyclables Materials to a Materials Recovery Facility, processing and marketing of those Recyclable Materials, and disposal of Residue.

2.85 **MFD Service Unit**: any building or structure, or portion thereof, that satisfies all of the following criteria: (i) is used for residential purposes; and (ii) has five or more Dwelling Units. "MFD Service Unit" includes mobile home parks.

2.86 **Mixed Waste Processing Facility**: a facility that accepts and processes Unicycling for Diversion. City's designated Mixed Waste Processing Facilities are listed in Exhibit 8.

2.88 **MXD Service Unit:** a mix of Commercial Service Units and five or more Dwelling Units utilizing any combination of Collection Containers for the accumulation and set out of Solid Waste.

2.89 **Non-Collection Notice:** a written notice that informs a Service Recipient of the reason Contractor did not Collect Solid Waste set out for Collection.


2.91 **Organic Waste Collection Service:** Collection of Organic Waste from Service Units, processing of that Organic Waste at an Organic Waste Processing Facility, and disposal of Residue.

2.92 **Organic Waste Processing Facility:** a facility that receives and processes Organic Waste. City’s designated Organic Waste Processing Facilities are listed in Exhibit 8.

2.93 **Overage:** Solid Waste set out for Collection either on top of or outside of a Collection Container, or in any other manner that prevents the Collection Container lid from completely closing or that potentially causes Solid Waste to spill during Collection.

2.94 **Premises:** any land or building in City's territory where Waste is generated or accumulated.

2.95 **Prohibited Container Contaminant:** any of the following: (i) non-Organic Waste placed in a Collection Container designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (ii) Organic Waste that is carpet, hazardous wood waste, or non-compostable paper placed in the Collection Container that is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1 or 18984.2; (iii) Organic Waste, placed in a Collection Container designated for Garbage, that pursuant to 14 CCR Section 18984.1 or 18984.2 is intended to be collected separately in a Collection Container designated for Organic Waste or Recyclable Materials; (iv) Organic Waste placed in the Collection Container designated for Recyclable Materials when that Organic Waste is specifically identified in this Agreement, or through ordinance, for Collection in the Container designated for Organic Waste, or when agreed upon by the parties; and (v) Exempt Waste placed in any Collection Container. "Prohibited Container Contaminant" does not include paper products, printing and writing paper that is source separated and placed in a Recyclable Materials Container for Collection by the Generator. Untreated wood and dry lumber may be considered acceptable and not considered Prohibited Container Contaminants if they are placed in a Collection Container designated for Organic Waste. "Prohibited Container Contaminant" also does not include Organic Waste specifically allowed for Collection in a Container that is required to be transported to a high diversion Organic Waste Processing Facility if that Organic Waste is specifically identified as acceptable for Collection in that Container in a manner that complies with the requirements of 14 CCR Section 18984.1, 18984.2, or 18984.3.
2.96 **Quarter**: a three-month period during a Calendar Year. The first Quarter is January through March. The second Quarter is April through June. The third Quarter is July through September. The fourth Quarter is October through December.

2.97 **Rate Year**: July 1 to June 30.

2.98 **Recyclable Materials**: materials that are separated from Solid Waste prior to disposal to be recycled consistent with the requirements of the Waste Management Act. Recyclable Materials are listed in Exhibit 9.

2.99 **Recycling**: the process of collecting, sorting, cleansing, treating, and marketing Recyclable Materials that would otherwise become Garbage, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. The collection, transportation, or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation as defined in Public Resources Code Section 40201.

2.100 **Residential Collection Service**: SFD Collection Service and MFD Cart Service.

2.101 **Residential Premises**: collectively, (i) any building or structure, or portion thereof that is used for residential housing purposes and has four or fewer Dwelling Units; and (ii) any multiple Dwelling Unit residential complex that, with the prior written approval of the City Manager, receives Collection Services using standard residential Collection Containers.

2.102 **Residue**: Solid Waste that is not diverted from landfill Disposal after delivery to an Organic Waste Processing Facility or a Recyclables Processing Facility for processing. "Residue" does not include Recyclable Materials or Organic Material that is processed for Diversion but lacks an available market.

2.103 **Roll-Off Container**: a metal container that: (i) has a rated capacity of 10 or more cubic yards; and (ii) is normally loaded onto a specialized Collection Vehicle and transported to an appropriate facility.

2.104 **SB 1383**: Senate Bill 1383 (2016).

2.105 **Self-Haul**: Collection of Solid Waste by the resident, owner, or occupant of the Premises on which the Solid Waste was generated pursuant to a City-issued permit and in accordance with the requirements of the Municipal Code.

2.106 **Service Area**: that area within Westlake Village designated by City as the Service Area in which Contractor shall perform Collection Services.

2.107 **Service Recipient**: an individual or entity receiving Collection Services.

2.108 **Service Unit**: a single subscriber to Contractor's Collection Services.
2.109 **SFD:** any residential premises with fewer than five attached Dwelling Units, each designed for use by one bona fide housekeeping group.

2.110 **SFD Bulky Item Collection Service:** Collection of Bulky Items from SFD Service Units and delivery of those Bulky Items to a Disposal Facility, Materials Recovery Facility, or other appropriate facility. "SFD Bulky Item Collection Service" does not include the Collection of Bulky Items using Roll-Off Containers.

2.111 **SFD Collection Service:** Collection Service provided to SFD Service Units. "SFD Collection Service" includes SFD Bulky Item Collection Service, SFD Garbage Collection Service, SFD Organic Waste Collection Service, and SFD Recycling Service.

2.112 **SFD Garbage Collection Service:** Collection of Garbage from SFD Service Units and delivery of that Garbage to a Disposal Facility.

2.113 **SFD Organic Waste Collection Service:** Collection of Organic Waste from SFD Service Units, delivery of that Organic Waste to an Organic Waste Processing Facility, processing and marketing of that Organic Waste, and disposal of Residue.

2.114 **SFD Recycling Service:** Collection of Recyclable Materials from SFD Service Units, delivery of those Recyclable Materials to a Materials Recovery Facility, processing and marketing of those Recyclable Materials, and disposal of Residue.

2.115 **SFD Service Unit:** any SFD utilizing a Cart for the accumulation and set out of Solid Waste originating from such Premises.

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

2.117 **Solid Waste:** putrescible and non-putrescible solid, semisolid, and liquid Waste. "Solid Waste" includes Garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge that is not Hazardous Waste, Manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as set forth in Public Resources Code Section 40191. "Solid Waste" includes Construction and Demolition Waste, Organic Waste, and Recyclable Materials. "Solid Waste" does not include Exempt Waste.

2.118 **Source Separated:** materials that have been kept separate in the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, that meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4).

2.119 **SRRE:** City's then-current Source Reduction and Recycling Element.
2.120 **Sustainability and Compliance Plan**: as set forth in Exhibit 7.

2.121 **Transfer Station**: a location for conveyance of Solid Waste collected into larger vehicles prior to transportation of that Solid Waste to a Disposal Facility or Processing Facility. City-designated Transfer Stations are listed in Exhibit 8.

2.122 **Unicycling**: separation of Garbage and Recyclable Materials in a single Container via (i) bagging of Garbage and (ii) deposit of Recyclable Materials loose and unbagged.

2.123 **Universal Waste**: electronic devices, dry-cell batteries, non-empty aerosol cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and other mercury containing equipment.

2.124 **Waste**: the useless, unused, unwanted, or discarded material and debris resulting from normal residential and commercial activity or materials that, by their presence, may injuriously affect the health, safety, and comfort of persons or depreciate property values in the vicinity.

2.125 **Waste Generator**: any person whose act or process produces Solid Waste, or whose act first causes Solid Waste to become subject to regulation.


2.127 **Waste Reporting System**: the electronic data recording and reporting system that Contractor uses to provide data and reports required by this Agreement.

2.128 **Westlake Village**: City's territorial jurisdiction.

2.129 **White goods**: enamel-coated major appliances, such as washing machines, clothes dryers, hot water heaters, stoves, and refrigerators.

2.130 **Work Day**: Monday through Saturday, excluding Holidays.

2.131 **Wood Waste**: Untreated stumps, large branches, tree trunks, and wood pieces or particles that are generated from the manufacturing or production of wood products, harvesting, processing or storage of raw wood materials, or construction and demolition activities.

**Article 3. Term of Agreement**

3.01 **Base Term**: This Agreement shall commence on the Commencement Date and shall expire on the Expiration Date unless earlier terminated.

3.02 **Extensions**: At its sole discretion, on written request of Contractor, the City Council may approve two five-year extensions of this Agreement. The first extension
request may be submitted between January 1, 2030 and June 30, 2030. If City approves
the first extension request, then this Agreement shall expire on June 30, 2037 unless
further extended or earlier terminated. The second extension request may be submitted
between January 1, 2035 and June 30, 2035. If City approves the second extension
request, then this Agreement shall expire on June 30, 2042 unless earlier terminated.

Article 4. Franchise Scope

4.01 Grant of Exclusive Franchise. City hereby grants to Contractor, on the terms
and conditions set forth in this Agreement, the exclusive franchise, right, and privilege to
collect, remove, and dispose of Garbage, Organic Waste, and Recyclable Materials
accumulating in the Service Area that are required to be accumulated and offered for
collection in accordance with the Municipal Code.

4.02 Donated / Sold Recyclable Materials. This Agreement shall not prohibit any
person from donating or selling Recyclable Materials to persons or entities other than
Contractor. However, in either instance, the following conditions shall be satisfied: (1) the
Recyclable Materials shall be Source Separated and not mixed with other Solid Waste;
and (2) the seller/donor shall not pay the buyer/donee any consideration for collecting,
processing, or transporting such Recyclable Materials. A discount or reduction in the price
for collection, disposal, or recycling services for any form of un-segregated or segregated
Solid Waste is not a donation or sale of Recyclable Materials, and such Solid Waste does
not qualify for this exception.

4.03 Exclusions to Exclusivity. The franchise conferred by this Agreement shall
not apply to the following:

4.03.1 Grandfathered Commercial Generators. Commercial Service Units
receiving Collection Services from a solid waste enterprise that is exercising continuation
rights under Public Resources Code Section 49520. This exclusion shall expire
concurrently with the expiration of such continuation rights.

4.03.2 Specialized Recyclable Materials. If Contractor is unable or unwilling
to Collect and process for diversion specialized materials (including Organic Waste,
metals, Construction and Demolition Waste, laboratory waste, pallets and others) that a
third party is able to re-use or Recycle, then Service Recipients shall have the right to
engage such third party to collect Source Separated Recyclable Materials provided that
the diversion is verified by City and the third party obtains a City recycling permit.

4.03.3 Recyclable Materials Sold By Commercial Generator. If the Waste
Generator at a Commercial Service Unit has Source Separated Recyclable Material, then
the Waste Generator is entitled to sell that Recyclable Material or to be otherwise
compensated in a manner resulting in a net positive payment when such collector is
permitted under the Municipal Code.

4.03.4 Byproducts of Food and Beverage Processing. Under AB 3036,
certain byproducts from the processing of food or beverages from agricultural or industrial
sources, provided they are Source Separated and used as animal feed, are exempted
from this Agreement. Entities requesting exemption must apply to the City and be any of the following: (i) registered pursuant to Health and Safety Code Section 110460; (ii) exempted from registration pursuant to Health and Safety Code Section 110480; (iii) a beer manufacturer as defined in Business and Professions Code Section 23012; or (iv) a distilled spirits manufacturer as defined in Business and Professions Code Section 23015.

4.03.5 **Donated Solid Waste.** Recyclable Materials or Bulky Items that is Source Separated and donated to youth, civic, or charitable organizations qualified as such pursuant to federal law.

4.03.6 **Gardening or Landscape Services.** Green Waste removed from a premises by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service.

4.04 **Responsibility for Service Billing and Collection.** Contractor is responsible for the billing and collection of payments for Collection Services within the Service Area.

**Article 5. Fees**

5.01 **Acknowledgement.** The parties acknowledge that fees owed by Contractor to City under this Agreement are the product of extensive negotiations and constitute valid consideration for the rights and privileges granted to Contractor under this Agreement.

5.02 **Procurement Reimbursement Fee.** On or before July 31, 2022, Contractor shall pay City a one-time procurement reimbursement fee in the amount of $25,000.

5.03 **Solid Waste User Fee.** On or before October 20, 2022, and on a quarterly basis thereafter (i.e., on or before January 20th, April 20th, and July 20th), Contractor shall pay City a solid waste user fee. This fee initially shall be in the amount of $1.00 per account per month and may be adjusted by City pursuant to Section 5.06.

5.04 **Franchise Fee.** On or before October 20, 2022, and on a quarterly basis thereafter (i.e., on or before January 20th, April 20th, and July 20th), Contractor shall pay City a franchise fee in the amount of 10% of Gross Revenue.

5.05 **Reporting Program Fee.** On or before July 1, 2022, and on an annual basis thereafter, Contractor shall pay City a reporting program fee. This fee initially shall be in the amount of $30,000. On each anniversary of the Commencement Date, the reporting program fee shall increase by the same percentage that the Maximum Service Rate increases for that Contract Year. The reporting program fee also may be adjusted by City pursuant to Section 5.06.

5.06 **Fee Adjustments.** The City Council may adjust the solid waste user fee and the reporting program fee by resolution. In such event, Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 30.01.

5.07 **Fee Reports.** Solid waste user fee and franchise fee payments shall be accompanied by a written report setting forth the calculations Contractor used to determine
the amount due and the basis for those calculations. Such reports shall be in a format approved by the Contract Administrator. Figures used in the reports shall be taken from Contractor’s general books of account.

5.08 Time and Method of Payment. Contractor shall pay all amounts owed under this Article in lawful money of the United States on or before the applicable due date without prior notice or demand and without abatement, deduction, offset, or credit. If a due date lands on a weekend or a Holiday, then the due date shall be the next Business Day. If sent by U.S. mail, the remittance shall be post-marked on or before the due date. If hand-delivered, the remittance shall be delivered by 5:00 p.m. on the due date.

5.09 Late Payments. In the event Contractor fails to pay City any amounts owed under this Article by the deadline, then, in addition to the amounts already owed, Contractor shall pay Liquidated Damages as specified in Exhibit 6 except to the extent that such lateness is due to extenuating circumstances approved by City. Contractor shall submit any request for approval of a late payment in writing at least five Business Days prior to the payment deadline, and the request shall be accompanied by a written explanation of the extenuating circumstances and adequate supporting documentation. City shall not unreasonably withhold its approval and shall notify Contractor within three Business Days of receiving the request whether and to what extent the request has been approved.

5.10 Taxes and Utility Charges. Contractor shall pay all taxes imposed upon or in respect of the operating assets or the Collection Services when the same shall become due.

Article 6. General Requirements

6.01 Service Standards. Contractor shall perform the Collection Services in a thorough and professional manner in compliance with applicable laws and this Agreement.

6.02 Labor and Equipment. Contractor shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for performance of the Collection Services.

6.03 Holiday Service. In any week in which a Work Day falls on a Holiday, SFD Collection Service for the Holiday and each Work Day thereafter shall be delayed one Work Day for the remainder of the week. Commercial Collection Service shall be adjusted as set forth in Article 12 but shall meet the minimum frequency requirements of one time per week. Collection Services shall not take place on Sundays.

6.04 Inspections. City may inspect Contractor’s facilities, Collection Vehicles, and equipment at any reasonable time.

6.05 Commingling of Materials.

6.05.1 Garbage. Contractor shall not commingle any Garbage from SFD Service Units in the Service Area with any other material from inside or outside the
Service Area without the prior written authorization of the Contract Administrator. Contractor may commingle Garbage from Commercial Service Units in the Service Area with other materials from outside the Service Area provided that Contractor tracks the tonnage of Garbage collected inside the Service Area separately using a City-approved allocation methodology. Changes to the allocation methodology may only be made with the prior written authorization of the Contract Administrator.

6.05.2 Recyclable Materials. Subject to Sections 11.06.2 and 12.04.4, Contractor shall not commingle Recyclable Materials from SFD Service Units or Commercial Service Units in the Service Area with any other materials without the prior written authorization of the Contract Administrator.

6.05.3 Organic Waste. Subject to Sections 11.07.4 and 12.05.6, Contractor shall not commingle Organic Waste from SFD Service Units or Commercial Service Units in the Service Area with any other materials without the prior written authorization of the Contract Administrator.

6.05.4 Commingled Garbage and Recyclables. If authorized in writing by the Contract Administrator due to special circumstances in which separate Collection Containers pose a challenge due to space or logistical constraints, then Contractor shall Collect commercial Garbage and Recyclable Materials in the same Collection Container, using a split Bin or Unicycling, for the purposes of processing Recyclable Materials for diversion.

6.06 Recyclable Materials and Organic Waste Contamination.

6.06.1 Contractor shall offer Service Recipients the correct combination of Cart and Bin sizes and collection frequency beyond the minimum bundled service requirements as necessary to both: (i) match their unique service needs to reduce contamination of Recyclable Materials and Organic Waste; and (ii) provide service at least cost to Service Recipients. To support City’s Diversion goals and Contractor’s Diversion requirements as set forth in Section 9.01.1, Contractor is only required to collect and process Recyclable Materials that have been Source Separated from Garbage and Organic Waste, and is only required to collect Organic Waste that has been Source Separated from Garbage and Recyclable Materials.

6.06.2 Contractor’s route collection personnel shall report to Contractor’s supervisors if they observe potential contamination problems or insufficient collection capacity. For purposes of determining whether Recyclable Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection, Recyclable Materials are commingled with 10% (by weight or volume) of Garbage or Organic Waste, or if, by visual inspection, Organic Waste is commingled with 3% (by volume) of Garbage or Recyclable Materials, then Recyclable Materials or Organic Waste will be deemed to be contaminated.

6.07 Violations by Service Recipients. Contractor shall take the following steps in the event Recyclable Materials or Organic Waste are deemed to be contaminated:
6.07.1 First and Second Occurrence. For the first and second occurrence within any one Calendar Year of contamination for a particular Collection Container (i.e., Recyclable Materials or Organic Waste), Contractor shall collect the contaminated Collection Container (as Solid Waste) and shall provide a contamination violation notice that contains instructions on the proper procedures for sorting Recyclable Materials or Organic Waste. Contractor shall notify the Service Recipient by phone, U.S. mail, e-mail or other electronic means, or in person (which may be a container tag) that for the third and subsequent incidents of excess contamination the Service Recipient may be charged a contamination fee for the contaminated Collection Container, and Contractor may increase the Collection Container size, or require an additional Collection Container. Contractor's representative shall also contact the Service Recipient by phone, U.S. mail, e-mail or other electronic means, or in person (which may be a container tag) to ensure that the Service Recipient has the appropriate level of service for proper collection of Recyclable Materials and Organic Waste. Contractor shall document the contamination issue in the Waste Reporting System and shall provide photographic documentation to the Service Recipient that clearly shows the Service Recipient's on-going contamination problems.

6.07.2 Third Occurrence. For the third or subsequent occurrence within any one Calendar Year of contamination for a particular Collection Container (i.e., Recyclable Materials or Organic Waste), Contractor shall collect the contaminated Container (as Solid Waste) and shall charge the Service Recipient a contamination fee as set forth in Exhibit 1. Contractor shall continue providing the Recyclable Materials or Organic Waste Collection Services. Contractor shall provide (or have provided) photographic documentation to the Service Recipient that clearly shows the Service Recipient's on-going contamination problems and written Notices of contamination as described above. Contractor may increase the Collection Container size or collection frequency and impose a contamination surcharge on the account for a period of six months or until the Service Recipient has demonstrated no contamination for a period of three consecutive months. Contractor shall document the contamination issue and surcharge in the Waste Reporting System and notify City within five Business Days if Contractor increases the Collection Container size or collection frequency for excessive contamination or imposes the contamination surcharge to the account. City shall consult with Contractor and consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the contamination.

6.08 Tracking Occurrences of Contamination. Each Contamination occurrence shall be tracked annually per Calendar Year, and shall reset at the start of each Calendar Year if contamination occurrences are not continuing. Where contamination is reoccurring, their count shall continue across Calendar Years until remedy occurs. In this case, once the Service Recipient has demonstrated no contamination for a period of three consecutive months the tracking calendar will reset.

6.09 Disputes Over Excess Contamination Charges. If a Service Recipient disputes a contamination charge (which must be raised within 30 days of the charge), then Contractor shall temporarily halt any contamination charge and increased rate resulting from increasing the Collection Container size or collection frequency, and Contractor may
request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor shall restore the Collection Container size or collection frequency to the prior levels. A request by Contractor to the City Manager to rule on any such dispute shall be filed within 10 Business Days of Contractor's halting of contamination charge, or increased rate, and shall include written documentation and photographic evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager shall rule on the dispute within 10 Business Days, and the City Manager's decision will be final. If the City Manager rules in favor of the Service Recipient, then Contractor shall credit the disputed contamination charges or increased rate. If the City Manager rules in favor of Contractor, then Contractor may charge the Service Recipient the prior halted contamination charge and increased rate resulting from increasing the Collection Container size or collection frequency and may follow the steps in Section 8.07 for collection of delinquent accounts.

6.10 Container Overage and Correction Procedures. If a Service Recipient is found to habitually overflow Collection Container(s), i.e. lid will not close, then Contractor may take the steps as listed below to correct the customer's on-going overflow of material. Customers receiving Residential, Commercial or Multi-Family services shall be notified of Overages. The process for Overages, is as follows:

6.11 Garbage Overage and Correction Procedures. Contractor shall provide Service Recipients the correct combination of Collection Containers and collection frequency that matches each Service Recipient's unique service needs to enable clean, efficient, and cost-effective collection of Solid Waste, Recyclable Materials, and Organic Waste. City and Contractor agree that overflow of Solid Waste that is not properly in the Service Recipient's Collection Containers may negatively impact public health and safety. Contractor has also agreed to conduct recycling audits and provide outreach and support to Service Recipient accounts receiving the correct service level. However, if Service Recipients are found to habitually overflow their Collection Containers, Contractor may take the steps as listed below to correct a Service Recipient's on-going overflow of Solid Waste.

6.12 Prior Arrangements For Overage Collection. If the Service Recipient has made prior arrangements with Contractor for Collection of Overage, then Contractor shall collect such Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior arrangement) rate set forth in Exhibit 1.

6.13 No Prior Arrangement for Overage Collection. If the Service Recipient has not made prior arrangements with Contractor for Collection of Overage, then Contractor may do any of the following: (i) collect such Overage at no additional charge as a courtesy; (ii) leave a Non-Collection Notice and decline to Collect the Overage; (iii) Collect the Overage (up to two lifts) and charge the Service Recipient the Solid Waste Overage fee (no prior arrangement) rate set forth in Exhibit 1 as provided below; or (iv) increase the capacity or frequency of Collection of the existing Collection Container(s) to match documented service needs as provided below.
6.14 **SFD Service Unit Overages.** For each Overage occurrence at an SFD Service Unit, Contractor shall not collect the Overage if the Collection Container could not be serviced safely by normal operating procedures or if spillage would occur upon servicing, and Contractor shall provide the following written notice via e-mail or other electronic means, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient: the date, description and photograph of the Overage and document in the Waste Reporting System. Contractor's Non-Collection Notice for SFD Service Recipients shall also contain instructions on (a) how to schedule a Bulky Item Collection or (b) request an additional Collection Container to eliminate future Overages.

6.15 **Commercial and MFD/MXD Service Unit Overages.** For each Overage occurrence at a Commercial Service Unit, MFD Service Unit, or MXD Service Unit, Contractor shall provide a written notice via e-mail or other electronic means, U.S. mail, or in person (which may be by Non-Collection Notice) to the Service Recipient with the date, description and photograph of the Overage. Contractor may collect the Overage and may charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the capacity, or collection frequency of the Collection Container to match documented service needs. At least 10 Business Days prior to increasing the Collection Container size, or frequency of Collection, Contractor shall also contact the Service Recipient by phone, U.S. mail, e-mail or other electronic means or in person (which may be by Non-Collection Notice) to ensure that the Service Recipient has the appropriate level of service. Contractor shall document the Overage issue in the Waste Reporting System and notify City within 10 Business Days of any changes in the Service Recipient's Collection Container size or collection frequency. The increased capacity or collection frequency will remain in effect until Contractor determines that it is no longer needed to prevent Overages. Such determination will be in Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure set forth below. City will consider, and pursue as applicable, appropriate legal remedies against offending Service Recipients in order to secure discontinuance of the Overages.

6.16 **Tracking Overage Occurrences.** Regarding Sections 6.07.1 to 6.07.2, after 12 months have passed from the last Overage occurrence, the next Overage occurrence will be deemed a first Overage occurrence.

6.17 **Disputes Over Container Overflow Charges.** If a Service Recipient disputes a Solid Waste Overage charge or Collection Container size or collection frequency change within 30 days of the disputed action, then Contractor shall temporarily halt the Solid Waste Overage charge and/or increased rate resulting from increasing the Collection Container size or collection frequency, and Contractor may request a ruling by the City Manager to resolve the dispute. During the pendency of any request, Contractor shall restore Container size or collection frequency to the prior levels. A request by Contractor to the City Manager to rule on any such dispute must be filed within 10 Business Days of Contractor's halting of the Solid Waste Overage charge, or increased rate, and must include written documentation and photographic evidence of ongoing overall problems. The City Manager may request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the dispute. Following such a meeting, the City Manager shall rule on the dispute within 10 Business Days, and the City Manager's
decision shall be final. If the City Manager rules in favor of the Service Recipient, Contractor must credit the disputed charge or increased rate. If the City Manager rules in favor of Contractor, Contractor may charge Service Recipient the temporarily halted Solid Waste Overage charge and/or increased rate resulting from increasing the Solid Waste Collection Container size or collection frequency and may follow the steps in Section 8.07 for collection of delinquent accounts.

6.18 **Ownership of Materials.** Except as provided otherwise under applicable law, title to Garbage, Organic Waste, and Recyclable Materials shall pass to Contractor at such time as the materials are set out for Collection.

6.19 **Spillage and Litter.** Contractor shall not litter premises in the process of providing Collection Services. Contractor shall transport all materials Collected in such a manner as to prevent the spilling or blowing of such materials from Contractor's vehicles. In the event of spilling or dropping of such materials, Contractor shall immediately and fully clean up the spill or drop.

6.19.1 Except as provided in Section 12.03.3, Contractor is not responsible for cleaning up sanitary conditions caused by the carelessness of the Service Recipient; provided, however, Contractor shall clean up any material that is spilled or dropped by Contractor.

6.19.2 Contractor shall immediately cover with an absorptive material any equipment oil, hydraulic fluids, spilled paint, or other liquid or debris resulting from Contractor's operations or equipment repair and then shall immediately clean up the spillage. Contractor shall document spillage in the Waste Reporting System and notify City's stormwater compliance coordinator within 90 minutes of any spills resulting from Contractor's operations or equipment. When necessary, Contractor shall apply a suitable cleaning agent and cleaning technique to the street surface to provide adequate cleaning as approved by the City's stormwater compliance coordinator to be compliant with the City's stormwater permit.

6.19.3 Notwithstanding any other provision of this Agreement, Contractor shall respond to a notice from City to clean up any spillage or litter caused by Contractor within 90 minutes. If City deems necessary, Contractor shall engage a third-party environmental clean-up specialist to remove any equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's own clean-up efforts. If clean-up is not conducted to satisfaction of City, then City has right to engage an environmental clean-up specialist to perform additional clean-up work at the expense of Contractor.

6.19.4 In the event where damage to City streets is caused by a hydraulic fluid spill (i.e., any physical damage in excess of a simple cosmetic stain caused by the spill), Contractor shall be responsible for all repairs to return the street to the same condition as that prior to the spill. Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to City and at no cost to City.
6.19.5 To facilitate immediate cleanup, Contractor’s vehicles shall carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

6.20 Green and Organic Waste Capacity. Contractor shall guarantee capacity for all Green Waste and Organic Waste for the term of this Agreement using a facility listed in Exhibit 8.

6.21 Regulations and Record Keeping. Contractor shall comply with emergency notification procedures required by applicable laws. All records required by law (including waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records) shall be maintained at Contractor’s facility.

Article 7. Collection Service Rates

7.01 Contractor Determination. Subject to the applicable Maximum Service Rate set forth in Exhibit 1, Contractor is solely responsible for determining the rates it charges for Collection Services.

7.02 Senior Discount Program. In exchange for the good will of City and the general public, Contractor voluntarily agrees to implement a Senior Discount Program that is not subsidized by other Service Recipients. Contractor shall make the Senior Discount Program available upon request to any person who satisfies all of the following criteria: (i) is 62 years of age or older; (ii) is the service account holder; (iii) is the head of household and occupant at the Service Unit address; and (iv) is not participating in the Low-Income Discount Program specified in Section 7.03. Contractor shall advertise the availability of the Senior Discount Program on its website. Additionally, within 30 Business Days of the Commencement Date and at least once per year thereafter, Contractor shall advertise the Senior Discount Program by direct notice to all SFD Service Recipients.

7.03 Low-Income Discount Program. In exchange for the good will of the City and the general public, Contractor voluntarily agrees to implement a Low-Income Discount Program that is not subsidized by any other Service Recipients. Contractor shall make the Low-Income Discount Program available upon request to any person who satisfies all of the following criteria: (i) is of low, very low, or extremely low income as evidenced by enrollment in a discounted utility program; (ii) is the service account holder; (iii) is the head of household and occupant at the Service Unit address; and (iv) is not participating in the Senior Discount Program specified in Section 7.02. Contractor may require Low-Income Discount Program applicants to provide documentation of enrollment in a discounted utility program. Contractor shall advertise the availability of the Low-Income Discount Program on its website. Additionally, within 30 Business Days of the Commencement Date and at least once per year thereafter, Contractor shall advertise the Low-Income Discount Program by direct notice to all SFD Service Recipients.

7.04 Grandfathered SFD and MFD Rate Phase-Out. In exchange for the good will of the City and the general public, Contractor voluntarily agrees to implement a three-step graduated rate increase for SFD Service Units and MFD Service Units that, immediately prior to the Commencement Date, paid Contractor for cart services at rates
lower than the Maximum Service Rates. Contractor shall determine the Step Increase Amount for each such Service Unit to be applied as set forth in this Section based on the following formula:

\[
\text{Step Increase Amount} = \frac{x - y}{3}
\]

where

- \(x\) = rate paid by Service Unit immediately prior to Commencement Date
- \(y\) = applicable Maximum Service Rate as of Commencement Date

Contractor shall increase each such Service Unit’s rate by the Step Increase Amount effective on the Commencement Date, on July 1, 2023, and on July 1, 2024. Beginning July 1, 2025, such Service Units shall be subject the same rate adjustments as other SFD Service Units and MFD Service Units pursuant to Section 7.05.

7.05 Adjustments to Maximum Service Rates. Beginning with the rate adjustment effective on July 1, 2023, and annually thereafter, Contractor shall, subject to compliance with all provisions of this Section, receive an annual adjustment to the Maximum Service Rates as set forth in Exhibit 1. For Rate Year adjustment 2023, beginning on July 1, 2023, and for subsequent years thereafter, the Service Component of the Maximum Service Rates shall be adjusted based on 100% of the 12-month average change in the CPI for the 12-month period published immediately prior to the rate application. Therefore, the first rate adjustment effective July 1, 2023 will be based on the percentage change between the 12-month average of the CPI from April 1, 2022 through March 31, 2023. Each adjustment of the Maximum Service Rates shall be memorialized in a notice from City to Contractor. Notwithstanding the foregoing, the Maximum Service Rates for Residential Collection Service shall not be adjusted annually under this Section 7.05 until July 1, 2025. Beginning on July 1, 2025 and for each subsequent year thereafter, Residential Collection Service Maximum Service Rates shall be adjusted in accordance with this Section 7.05.

7.05.1 Recycling Processing Component.

7.05.1.1 Third-Party Owned or Operated Recycling Processing Facility(ies). For Recycling Processing Facilities that are owned or operated by a public agency or other third-party, or for any Recycling Processing Facilities where the per ton tipping fee is set or adjusted by a public agency, the Recycling Processing Component shall be adjusted using the change in the per ton processing fee charged at the approved Materials Recovery Facility between the immediately preceding Calendar Year (the previous year), and the Calendar Year before the previous year (the prior previous year). Therefore, the first adjustment will be based on the percentage change between the processing fee charged for the period of January 2024 through December 2024 (the prior year) and January 2023 through December 2023 (the prior previous year). Contractor shall provide to City written documentation of the change of the per ton processing fee adjustment at the approved Materials Recovery Facility, as part of the annual rate adjustment application.
7.05.1.2 Contractor Owned or Operated Recyclable Processing Facility(ies). For Recyclable Processing Facilities that are owned or operated by Contractor or an Affiliate, and where the per ton tipping fee is not set or adjusted by a public agency, the Recycling Processing Component shall be adjusted using the same methodology as specified in Section 7.05, and shall be subject to the same Annual Rate Cap as set forth Section 7.05.5.

7.05.2 Organic Waste Processing Component.

7.05.2.1 Third Party Owned or Operated Organic Waste Processing Facility(ies). For Organic Waste Processing Facilities that are owned or operated by a public agency or other third-party, or for any Organic Waste Processing Facility where the per ton tipping fee is set or adjusted by a public agency, the Organic Waste Processing Component shall be adjusted using the change in the per ton processing fee charged at the approved processing facility between the immediately preceding Calendar Year (the previous year), and the Calendar Year before the previous year (the prior previous year). Therefore, the first adjustment will be based on the percentage change between the processing fee charged for the period of January 2024 through December 2024 (the previous year) and January 2023 through December 2023 (the prior previous year). Contractor shall provide to City written documentation of the per ton processing fee adjustment at the approved processing facility as part of the annual rate adjustment application.

7.05.2.2 Contractor Owned or Operated Organic Waste Processing Facility(ies). For Organic Waste Processing Facilities that are owned or operated by Contractor or an Affiliate, and where the per ton tipping fee is not set or adjusted by a public agency, the Organic Waste Processing Component shall be adjusted using the same methodology as specified in Section 7.05, and shall be subject to the same Annual Rate Cap as set forth in Section 7.05.4.

7.05.3 Disposal Component.

7.05.3.1 Third-Party Owned or Operated Disposal Facility(ies). For Disposal Facilities that are owned or operated by a public agency or other third-party, or for any Disposal Facility where the per ton tipping fee is set or adjusted by a public agency, the Disposal Component shall be adjusted using the change in the per ton tip fee charged at the approved Disposal Facility between the immediately preceding Calendar Year (the previous year), and the Calendar Year before the previous year (the prior previous year). Therefore, the first adjustment will be based on the percentage change between the tip fee charged for the period of January 2024 through December 2024 (the previous year) and January 2023 through December 2023 (the prior previous year). Contractor shall provide to City written documentation of the per ton tip fee adjustment at the approved disposal site as part of the annual rate adjustment application.

7.05.3.2 Contractor Owned or Operated Disposal Facility(ies). For Disposal Facilities that are owned or operated by Contractor or an Affiliate, and where the per ton tipping fee is not set or adjusted by a public agency, the Disposal Component
shall be adjusted using the same methodology as specified in Section 7.05, and shall be subject to the same Annual Rate Cap as set forth in Section 7.05.5.

7.05.4 Use of Multiple Disposal Facilities, Recycling Processing Facilities, or Organic Waste Processing Facilities. In the event that Contractor uses multiple approved Disposal Facilities, Recycling Facilities, or Organic Waste Processing Facilities that have different per ton tip fees, any change in the Disposal Component, Recycling Processing Component, or Organic Waste Processing Component shall be based on the total of the percentage of tonnage delivered to each approved Disposal Facility, Recycling Processing Facility, or Organic Waste Processing Facility multiplied by the corresponding approved Disposal Facility, Recycling Processing Facility, or Organic Waste Facility tip fee. An example is below:

<table>
<thead>
<tr>
<th>Multiple Approved Recyclables Processing Facilities</th>
<th>Delivered Recyclable Materials Tonnage</th>
<th>Percentage Delivered</th>
<th>Per Ton Tip Fee</th>
<th>Allocated Tip Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facility A</td>
<td>3,500 Tons</td>
<td>67.3%</td>
<td>$70.00</td>
<td>$47.12</td>
</tr>
<tr>
<td>Facility B</td>
<td>1,700 Tons</td>
<td>32.7%</td>
<td>$45.00</td>
<td>$14.71</td>
</tr>
<tr>
<td>Total New Tip Fee</td>
<td>5,200 Tons</td>
<td>100%</td>
<td>N/A</td>
<td>$61.83</td>
</tr>
</tbody>
</table>

7.05.5 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation of the annual rate adjustment exceeds 4% for Residential Collection Service or 5% for Commercial Collection Service, the total adjustment for that year will equal 4% for Residential Collection Service or 5% for Commercial Collection Service. In the event the total annual rate adjustment exceeds 4% over the last Rate Year for Residential Collection Service or exceeds 5% over the last Rate Year for Commercial Collection Service in any given year, the amount of the overage for each shall be carried over into the succeeding two years subject to the 4% limit for Residential Collection Service and the 5% limit for Commercial Collection Service. If the annual rate adjustment is negative for either Residential Collection Service or Commercial Collection Service, there will be no annual rate adjustment for that year for such service. The following table shows an example of how the annual rate adjustment would be calculated if the annual rate adjustment exceeds the annual cap.
### Rate Adjustment Year
(Residential 64-gallon trash, recycling and organic waste)

<table>
<thead>
<tr>
<th>Proposed Rate</th>
<th>Index or Tip Fee Increase</th>
<th>% Change</th>
<th>Index or Tip Fee Increase</th>
<th>% Change</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Collection Component⁠¹</td>
<td>$16.74</td>
<td>5.00%</td>
<td>$17.58</td>
<td>4.00%</td>
<td>$18.28</td>
</tr>
<tr>
<td>Recycling Processing Component⁠²</td>
<td>$3.70</td>
<td>4.87%</td>
<td>$3.88</td>
<td>2.00%</td>
<td>$3.96</td>
</tr>
<tr>
<td>Organic Waste Processing Component⁠³</td>
<td>$5.85</td>
<td>16.18%</td>
<td>$6.80</td>
<td>3.00%</td>
<td>$7.00</td>
</tr>
<tr>
<td>Disposal Component⁠⁴</td>
<td>$4.08</td>
<td>2.57%</td>
<td>$4.28</td>
<td>2.00%</td>
<td>$4.62</td>
</tr>
<tr>
<td>Total Index Adjustment</td>
<td>$30.37</td>
<td>6.82%</td>
<td>$32.44</td>
<td>3.27%</td>
<td>$33.50</td>
</tr>
</tbody>
</table>

1. Collection Component based on 100% of the 12-month average change to CPI G&T for the 12 month period ending March immediately prior to the rate application. For illustration, assume 5% in first increase year, 4% in 2nd and 2% in 3rd.

2. Recycling processing fee based on actual change to tip fee is third party owned facility is used or if public agency sets the rate. Otherwise based on change to CPI. 50% is taken to a third party processor, and 50% is taken to a WM-owned facility.

### Facility Breakdown

<table>
<thead>
<tr>
<th>Facility</th>
<th>A Current Year Tons</th>
<th>B Current Tip Fee</th>
<th>C Prior Year Tons</th>
<th>D Prior Tip Fee</th>
<th>E = A * B</th>
<th>F = C * D</th>
<th>Price Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gold Coast Recycling</td>
<td>632</td>
<td>$64.89</td>
<td>600</td>
<td>$63.00</td>
<td>$41,010</td>
<td>$37,800</td>
<td>4.87%</td>
</tr>
<tr>
<td>WM - Sun Valley Recycle Park</td>
<td>632</td>
<td>$56.24</td>
<td>600</td>
<td>$52.50</td>
<td>$35,544</td>
<td>$31,500</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>1264</td>
<td>1200</td>
<td>$76,554</td>
<td>$69,300</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Blended Rate per Ton**

\[
\begin{align*}
G &= \text{Total} E/
\text{Total A} \\
H &= \text{Total} F/
\text{Total C} \\
I &= (G - H)/ H
\end{align*}
\]

3. Organics waste processing fee based on actual change to tip fee is third party owned facility is used or if public agency sets the rate. Otherwise based on change to CPI. 100% is taken to Simi Valley Landfill and processed by a 3rd party processor.
4. Disposal waste fee based on actual change to tip fee is third party owned facility is used or if public agency sets the rate. Otherwise based on change to CPI. 100% is taken to Simi Valley Landfill. Rate is set by Ventura County.

<table>
<thead>
<tr>
<th>Facility</th>
<th>Current Year Tons</th>
<th>Current Year Tip Fee</th>
<th>Prior Year Tons</th>
<th>Prior Year Tip Fee</th>
<th>Total Current Year</th>
<th>Total Prior Year</th>
<th>Variance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simi Valley Landfill</td>
<td>2585</td>
<td>$75.39</td>
<td>2585</td>
<td>$73.50</td>
<td>$194,883</td>
<td>$189,998</td>
<td>2.57%</td>
</tr>
<tr>
<td>Total</td>
<td>2585</td>
<td></td>
<td>2585</td>
<td></td>
<td>$194,883</td>
<td>$189,998</td>
<td></td>
</tr>
</tbody>
</table>

7.05.6 **Rounding.** Adjustments to the overall Service Rates shall be made only in units of $0.01. Fractions of less than $0.01 shall not be considered in making adjustments. All CPI indices shall be rounded at two decimal places for the adjustment calculations.

7.05.7 **Maximum Service Rate Adjustment Report.** On or before each May 1, Contractor shall deliver to City a report on its proposed adjustment to the Maximum Service Rates for the subsequent calendar year (the "Adjustment Report"). The Adjustment Report shall be in a format approved by the Contract Administrator and shall contain or be accompanied by Contractor's adjustment calculations for the specific services performed during the preceding Contract Year in Microsoft Excel. Contractor shall be solely responsible for the cost of preparing the Adjustment Report.

7.05.7.1 ** Corrections.** In the event City determines the Adjustment Report contains substantial errors or omissions, Contractor shall, at its sole cost, provide a corrected report to the City. A corrected report submitted after May 1 shall be treated as a late report.

7.05.7.2 **Late Report.** If Contractor fails to submit the Adjustment Report by May 1, then City may: (i) accept and consider the late Adjustment Report if City, in its sole discretion, deems there is sufficient time to review and approve the proposed adjustment in time for it to be implemented on July 1; or (ii) accept and consider the late Adjustment Report at its earliest convenience, in which case any approved rate adjustment shall only go into effect prospectively 30 days after City's approval. In no event shall Contractor apply any rate adjustment retroactively.

7.05.7.3 **No Report.** If Contractor fails to provide any Adjustment Report, the Maximum Service Rate shall remain unchanged for the next Calendar Year, provided City may, in its sole reasonable discretion, adjust the Maximum Service Rate on the same basis as the immediately preceding adjustment, even if such calculation would result in a negative adjustment.

7.06 **City Approval.** If Contractor provides a timely Adjustment Report, the City Manager shall notify Contractor on or before June 1 whether the City has approved the requested adjustments to the Maximum Service Rates for the next Rate Year.
7.07 **Contractor Payment for Rate Adjustment Review.** Contractor shall be responsible for paying the cost of reviewing or correcting the annual rate adjustment if City determines that Contractor has made substantial errors and has not properly submitted or correctly calculated the rate adjustment.

7.08 **Extraordinary Adjustments.** In the event any Change in Law, Force Majeure, or other change of circumstances or event that is beyond the reasonable control of Contractor results in a material adverse financial impact on Contractor’s ability to provide any Collection Services, including a material change in costs for transporting or processing of Recyclable Material or Organic Waste or in the availability of commercially viable markets, Contractor may request an extraordinary adjustment to the Maximum Service Rates subject to the following requirements:

7.08.1 **Contractor’s Burden.** Contractor shall bear the burden of justifying its request and shall be solely responsible for the cost of preparing and submitting sufficient documentation in support of its request. City in its sole reasonable discretion may request Contractor to provide any additional information it deems necessary to fully evaluate the request, and Contractor shall be solely responsible for the cost of providing such additional information.

7.08.2 **Review Costs.** At the time of its request, Contractor shall also submit a payment to City of $25,000 to defray City’s costs to review the request. In the event City’s reasonable costs exceed that amount, Contractor shall reimburse the City for any documented amount in excess.

7.08.3 **Meet and Confer.** The parties shall meet and confer regarding the request and to negotiate in good faith regarding the appropriateness of the requested adjustment.

7.08.4 **City Review; Approval.** City shall not unreasonably withhold its approval of any request that is adequately supported; provided, however, City shall have no obligation to approve any request unless it is reasonable and proportional to the financial impact of the Change in Law, Force Majeure, or other change in circumstances or event that is beyond the reasonable control of Contractor. Approval of the City Council shall be required for any requested rate adjustment of 3.5% or more. The City Manager may approve all other requests. City shall notify Contractor of its decision within 90 days of accepting Contractor’s request and review cost payment. Any such change approved by City shall not be implemented until July 1 of the next Rate Year unless a different time frame is approved by the City Council.

7.09 **Procedures in Event of Invalidation of Rate Adjustment.** In the event that City is unable by operation of law to approve or implement a rate increase under this Article, or some or all of the Maximum Service Rates are disallowed by operation of law, Contractor will have the right, within 30 days after notice of any such inability to approve or invalidation of an approved rate increase, to request, in writing, that City negotiate in good faith regarding reductions in programs, services, or fees to compensate for any negative impact from the unapproved or invalidated rate increase. If City fails to commence
negotiations in good faith or negotiations are not completed within 45 days following the date of receipt of Contractor’s request, either party may terminate this Agreement on 180 days notice.

Article 8. Collection Service Billing

8.01 Responsibility for Collection Service Billing and Collection. Contractor shall be solely responsible for billing and collecting payments for the Collection Services.

8.02 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or electronic mail, to each Service Recipient in advance of all services provided by Contractor under this Agreement. If sent by mail, invoices for each billing period shall be placed in a separate envelope accompanied by a self-addressed return envelope. All invoices shall include Contractor’s e-mail address, include directions for payment by check, credit card, or Automated Clearing House debit, and include or be accompanied by a complete billing statement showing all charges and all services provided. City may require Contactor to revise the format of all invoices and billing statements upon reasonable notice.

8.03 Timing; Frequency. Contractor shall not initiate billing to any Service Unit sooner than the first day of the service period of Collection Services covered by the invoice. Contractor shall invoice Service Recipients once every Quarter. No invoice shall be due and payable sooner than the last day of the Quarter for which Collection Services are provided.

8.04 Partial Month Service. If, during a month, a Service Unit is added to or deleted from the Service Area, Contractor shall pro-rate billing to the Service Recipient on a weekly basis, meaning one-fourth of the applicable rate found in Exhibit 1 multiplied by the number of weeks of service provided by Contractor.

8.05 Overpayments. Contractor shall refund or issue a service credit for overpayments by Service Recipients no later than 30 days after Contractor discovers or is notified of the overpayment. Contractor shall refund every overpayment that: (i) exceeds $200 or the amount of the Service Recipient’s typical invoice, whichever is less; or (ii) is due to the Service Recipient closing the account prior to the end of the billing period. Contractor may issue a service credit of no more than two years against future invoices for all other overpayments.

8.06 Delinquent Service Accounts. Contractor shall report all Service Recipients whose accounts are delinquent by more than 90 days to the Contract Administrator on a monthly basis.

8.07 Contractor’s Reservation of Legal Rights and Remedies. Contractor reserves the right, and may take such action as is legally available, to collect or cause collection of past due invoice amounts; provided, however, that Contractor shall never discontinue Collection Services to any SFD Service Unit due to non-payment and shall not discontinue Collection Services to any MFD Service Unit, MXD Service Unit, or Commercial Service Unit except upon 30 days prior written notice to both the Service
Recipient and the Contract Administrator. Contractor may send a written notice to Service Recipients regarding payments of billings during the billed service period.

Article 9. Diversion Requirements

9.01 Warranties and Representations. Contractor warrants that it is aware of and familiar with City’s waste stream, and that it has the ability, and shall provide and employ sufficient programs and services to ensure City will meet or exceed City’s Diversion requirements (including amounts of Solid Waste to be Diverted, time frames for Diversion, and any other requirements) as set forth in this Article and applicable law, and that Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1, except as provided in Section 30.02.1.

9.01.1 Minimum Diversion Requirements. Contractor shall meet the following minimum annual Franchised Diversion Rate or use best efforts to achieve the CalRecycle Diversion Rate:

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Franchised Diversion Rate</th>
<th>CalRecycle Diversion Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>2022-2023</td>
<td>40%</td>
<td>55%</td>
</tr>
<tr>
<td>2023-2024</td>
<td>40%</td>
<td>55%</td>
</tr>
<tr>
<td>2024-2025</td>
<td>45%</td>
<td>60%</td>
</tr>
<tr>
<td>2025-2026</td>
<td>45%</td>
<td>60%</td>
</tr>
<tr>
<td>2026-2027</td>
<td>50%</td>
<td>65%</td>
</tr>
<tr>
<td>2027-2028</td>
<td>50%</td>
<td>65%</td>
</tr>
<tr>
<td>2028-2029</td>
<td>55%</td>
<td>70%</td>
</tr>
<tr>
<td>2029-2030</td>
<td>55%</td>
<td>70%</td>
</tr>
<tr>
<td>2030-2031 and After</td>
<td>60%</td>
<td>75%</td>
</tr>
</tbody>
</table>

9.01.2 Annual Reporting. Contractor shall calculate the actual Franchised Diversion Rate on an annual basis and shall deliver a written report regarding the same to City no later than February 14 of the year following the reporting period as set forth in Section 22.04.

9.01.3 Franchised Diversion Rate Calculation. Contractor’s actual Franchised Diversion Rate for any given Calendar Year shall be calculated by dividing (i) the total tonnage of Solid Waste Collected by Contractor in Westlake Village and either disposed of at the Recyclable Materials Processing Facility or Organic Waste Processing Facility, or otherwise handled in a manner that counts as Diversion under applicable CalRecycle regulations; by (ii) the total tonnage of Solid Waste Collected by Contractor in Westlake Village.

9.01.4 Failure to Meet Franchised Diversion Rate. If Contractor fails to meet the minimum annual Franchised Diversion Rate in a given year because of Contractor’s
failure to implement the requirements of its Diversion or public education program as required under Section 9.03, then Contractor shall submit a written corrective action plan to City before March 15 of the year following the missed minimum Diversion requirement. Contractor's corrective action plan shall specify all actions Contractor will take to ensure it will meet Franchised Diversion Rates in the future, and shall be subject to the review and approval by the Contract Administrator. Contractor's failure to meet the minimum Franchised Diversion Rate shall not constitute a default under this Agreement so long as Contractor fully implements all elements of a City-approved corrective action plan. If Contractor fails to submit an adequate corrective action plan or to fully implement a City-approved corrective action plan, then Contractor shall be subject to Liquidated Damages as allowed under Article 25 and specified in Exhibit 6.

9.01.5 CalRecycle Diversion Rate Calculation. The actual CalRecycle Diversion Rate for any given Calendar Year shall be expressed as a percentage calculated using Pounds Per Person Per Day, by subtracting City's annual Diversion Rate from 1.0, where the City annual Diversion Rate is equal to the quotient of the City's actual Disposal Rate divided by twice the CalRecycle Target Disposal Rate for City. For example, where City's actual Disposal Rate is 6.0 and the CalRecycle Target Disposal Rate is 10.0, City's annual Diversion Rate would be equal to 6.0/(2x10.0) or 0.30. The actual CalRecycle Diversion Rate would then be equal to 1.0-0.30 or 0.70, which would be expressed as 70%.

9.01.6 Failure to Meet CalRecycle Diversion Rate. If City fails to meet its CalRecycle Diversion requirement due to Contractor's failure to implement any Diversion or public education program as required under Section 9.03, then Contractor shall submit a written corrective action plan to City before March 15 of the year following the missed minimum CalRecycle Diversion Rate. Contractor's corrective action plan must specify all actions Contractor will take to help City to meeting all Diversion requirements under applicable law in the future, and shall be subject to the review and approval by the Contract Administrator. If Contractor fails to submit an adequate corrective action plan or to fully implement a City-approved corrective action plan, then Contractor shall be subject to Liquidated Damages as allowed under Article 25 and specified in Exhibit 6.

9.01.7 Waivers. On or about July 1, 2023, and not more often than once every two years, Contractor may request to waive or revise the minimum annual Franchised Diversion Rate. The parties shall meet and confer, and shall negotiate in good faith, regarding such requests taking into account matters such as waste characterization data, trends in source reduction, the availability of permitted facilities capable of processing material to achieve the Diversion levels, the availability of commercially viable markets for Recyclable Materials or Organic Waste, transportation constraints, embargoes, the impact of scavenging, increasing producer responsibility requirements, restrictions on single-use plastics, public safety impacts, and the passage of any other legislation that significantly impacts the waste stream mix. City may not unreasonably withhold approval of the waiver or revision provided that Contractor's request is accompanied by sufficient documentation and granting the request would not render City non-compliant with any CalRecycle Diversion mandates.
9.02 Mutual Cooperation. The parties shall reasonably cooperate in good faith with all efforts of the other party to meet City's Diversion requirements and Contractor's obligations under this Article. City's obligations shall include making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of applicable laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste programs as may be reasonably requested by Contractor in order to achieve the minimum requirements of this Article.

9.03 Contractor's Diversion Programs. Contractor shall implement the Diversion programs required under this Agreement to ensure that the parties comply with all Diversion requirements under applicable law. Contractor also shall: (i) assist City to respond to inquiries from, or prepare for and attend any hearing before, CalRecycle or any other regulatory agency relating to City's compliance with applicable law; (ii) assist City to prepare for and participate in CalRecycle's review of the SRRE, to apply for any available extension available, and to develop and implement a public awareness and education program consistent with the SRRE and Household Hazardous Waste Element and any related requirements of applicable law; (iii) provide City with Recycling, source reduction, and other technical assistance as may be needed to comply with applicable law; (iv) advise City of additional programs or measures Contractor can implement to increase compliance with the Diversion requirements; and (v) to the extent caused by Contractor's failure to perform under this Agreement, promptly pay any and all fees, penalties, or other costs imposed on City by CalRecycle relating to CalRecycle Diversion mandates, and indemnify and hold harmless the City from and against any fines, penalties, or other liabilities, levied against City for violation of such CalRecycle Diversion mandates.

9.04 New Diversion Programs. If Contractor fails to meet any Franchised Diversion Rate or City fails to meet any CalRecycle Diversion mandate notwithstanding Contractor's implementation of all Diversion and public education programs as required by this Agreement, then City may direct Contractor to modify its Diversion and public education programs or implement new programs. Such modifications shall constitute a City-Directed Change under Section 30.01. Contractor shall not implement new Diversion programs not described in this Agreement without City's prior consent.

Article 10. Service Unit Types

10.01 Service Units. Service Units include all the following categories of premises that are in the Service Area as of the Commencement Date and all such premises subsequently added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Agreement:

10.01.1 SFD and MFD Service Units. Services are specified in Article 11.

10.01.2 Mixed-use Development (MXD) Service Units. Services are specified in Article 13.
10.01.3 Commercial Service Units. Services are specified in Article 12.

10.01.4 City Service Units. Services are specified in Article 14.

10.01.5 Any question as to whether a premises falls within one of these categories will be determined by the Contract Administrator and the determination of the Contract Administrator will be final.

10.02 Service Unit Changes. The parties acknowledge that it may be necessary or desirable to add or delete Service Units for which Contractor will provide Collection Services. Contractor shall provide services described in this Agreement to new Service Units in the Service Area within five Work Days of receipt of notice of notice from City or the new Service Unit to begin such Service.

10.03 Annexation. If additional territory within or adjacent to the Service Area is acquired by City through annexation, then, subject to the requirements of Public Resources Code Section 49520, Contractor shall provide Collection Services in such annexed area in accordance with the Maximum Service Rates. Such Collection Services shall begin within five Work Days of receipt of notice from City. Contractor may not begin Collection Service in the annexed territory without written authorization from City.

10.04 Route Map Update. Contractor shall revise the Service Unit route maps to show the addition of Service Units added due to annexation and shall provide such revised maps to the Contract Administrator as requested.

Article 11. Residential Service

11.01 SFD Conditions of Service. Except as set forth below, Contractor shall provide SFD Collection Service to all SFD Units in the Service Area, including all MFD Units subscribed to Cart Collection Service. The SFD Services are governed by the following terms and conditions:

11.01.1 Curb Service. Except for those Service Recipients that choose to receive Bins for service, Contractor shall provide SFD Collection Service to all SFD Service Units in the Service Area whose SFD Solid Waste is properly containerized in Garbage Carts, Recyclable Materials are properly containerized in Recycling Carts, except as set forth in Section 11.06.1, and Organic Wastes are properly containerized in Organic Waste Carts except as set forth in Section 11.01.4, where the Garbage, Recycling, and Organic Waste carts have been placed within three feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle.

11.01.2 Bundled SFD Cart Service. Except for those Service Recipients that choose to receive Bins for service, Contractor will use a weekly Bundled SFD Solid Waste Collection Service system with one 64-Gallon Garbage Cart, one 96-Gallon Recycling Cart, and one 96-Gallon Organic Waste Cart as the base SFD Solid
Waste Collection Service. Garbage, Recycling, and/or Organic Waste Carts with a capacity of 32-Gallon, 64-Gallon, or 96-Gallon may be requested by customers subject to the Service Rates set forth in Exhibit 1.

11.01.3 **Shared Organic Waste Service.** In lieu of individual Organic Waste Carts, Contractor shall provide the option of shared Organic Waste Carts or Bins to SFD Service Units if the following criteria are satisfied: (i) the SFD Service Unit is a member of a homeowners association; and (ii) the City and Contractor have jointly determined that the SFD Service Unit has space constraints that make the use of individual Organic Waste Carts infeasible as of the Commencement Date. SFD Service Units sharing Organic Waste Carts shall be jointly and severally responsible for all fees, charges and obligations incurred by the account in accordance with this Agreement. Notwithstanding Section 8.07, Contractor may discontinue Organic Waste Collection Services for such SFD Service Units due to non-payment upon 30 days prior written notice to both such SFD Service Units, the homeowners association, and the Contract Administrator. Regardless of their Organic Waste Service selection, Contractor shall provide individual Garbage Carts and Recycling Carts for such SFD Service Units.

11.01.4 **On-Premises Service.** Contractor shall provide Collection of Garbage, Organic Waste, and Recyclable Materials on the SFD Service Recipients premises to an SFD Service Unit as follows.

11.01.4.1 **At no additional cost to the SFD Service Unit.** SFD Service Units where all adult Service Recipients residing therein have disabilities that prevent them from setting their Cart at the curb for Collection, and if a request for on-premises service has been made.

11.01.4.2 **At an additional cost to the SFD Service Unit.**

A. SFD Service Units where topography, steep driveways, below grade dwellings, or limited access to public streets prevents the SFD Service Recipient from setting their Carts at the curb for Collection, as determined by City and agreed by Contractor, and if a request for on-premises service has been made.

B. SFD Service Units inaccessible by standard three or four axel Collection Vehicles as determined by Contractor and agreed by City. Stinger/scout truck services shall be provided for the retrieval of Collection Containers from locations with accessibility constraints that make Containers difficult or impossible to access using regular trash collection trucks.

C. Contractor shall offer “push services” to SFD Service Recipients other than those listed above on a subscription basis upon request for the Service Rate set forth in Exhibit 1. Push services include dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location.
11.01.4.3 Contractor shall provide on-premises Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Service Unit.

11.02 Frequency and Scheduling of Service. Except as set forth in Section 11.08, SFD Collection Service shall be provided one time per week on a scheduled route basis. SFD Collection Service shall be scheduled so that all Service Units receive Garbage Collection Service, Recycling Collection Service, and Organic Waste Collection Service on the same Work Day. SFD Collection Service shall be provided, commencing no earlier than 7:00 a.m. and terminating no later than 7:00 p.m., Monday through Friday, except for Holidays in accordance with Section 6.03. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Contract Administrator.

11.03 Manner of Collection. Contractor shall provide Collection Service with as little disturbance as possible and shall leave any Garbage, Recycling, or Organic Waste Cart in an upright position at the same point it was collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes. Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings.

11.04 New Carts and Kitchen Food Waste Pails. At the Commencement Date, Contractor shall supply new Carts and offer Kitchen Food Waste Pails to Residential Collection Service customers upon request that comply with Collection Container specifications in Exhibit 4. If any changes to these specifications are adopted after the Commencement Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contractor shall be eligible for additional compensation in accordance with Section 7.08.

11.04.1 Replacement of Carts. Contractor shall take care to prevent damage to Carts by unnecessary rough treatment. Any Cart damaged by Contractor shall be replaced by Contractor, at its sole expense, within five Work Days at no inconvenience to the Service Recipient.

11.04.1.1 Upon notification to Contractor by City or a Service Recipient that the Service Recipient's Cart(s) has been stolen or damaged beyond repair through no fault of Contractor, Contractor shall deliver a replacement Cart(s) to such Service Recipient within five Work Days or as otherwise agreed upon with the Service Recipient. Contractor shall maintain records documenting all Cart replacements occurring and report through the Waste Reporting System monthly.

11.04.1.2 Each Service Recipient is entitled to the replacement of one lost, destroyed, or stolen Cart every 10 years at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by Contractor or in the case where Contractor elects to replace a Cart rather than repair it
on-site, Contractor shall be compensated for the cost of those replacements in excess of one per type of Cart per Service Recipient during the term of this Agreement, in accordance with the “Cart Exchange” Service Rate set forth in Exhibit 1, or as may be adjusted by City from time to time as provided under this Agreement.

11.04.1.3 Contractor acknowledges that this provision shall be applied on a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could receive up to three replacement Carts, one of each type, every 10 years.

11.04.2 Repair of Garbage, Recycling and Organic Waste Carts. Contractor is responsible for the repair of Carts, including hinged lids, wheels and axles. Within five Work Days of notification by City or a Service Recipient of the need for such repairs, Contractor shall repair the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

11.04.3 Cart Exchange. Upon notification to Contractor by City or a Service Recipient that a change in the size of a Cart is requested, Contractor shall deliver such Cart to such Service Recipient within five Work Days or as otherwise agreed upon with the Service Recipient. Each SFD Service Unit is eligible to receive one free Cart exchange per Calendar Year during the term of this Agreement for moving to a larger Cart size. Each SFD Service Unit is eligible to receive unlimited Cart exchanges per Calendar Year for moving to a smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those exchanges in excess of one per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with the “Cart Exchange” service rate as set forth in Exhibit 1 or as may be adjusted pursuant to this Agreement.

11.04.4 Additional Cart Request. Upon notification to Contractor by City or a Service Recipient that additional Carts for Garbage, Organic Waste, Manure or Recyclable Materials are requested, Contractor shall deliver such Carts to such Service Recipient within five Work Days, and the Service Recipient shall be charged for such additional service at the rate set forth in Exhibit 1.

11.04.5 Ownership of Carts. Ownership of Carts is vested in Contractor.

11.05 SFD Garbage Collection Service. This service is governed by the following terms and conditions:

11.05.1 Non-Collection. Contractor is not required to Collect any Garbage that is not placed in a Garbage Cart. In the event of non-collection, Contractor will follow the steps set forth in Section 6.10.

11.05.2 Disposal Facility. Except as set forth below, all Garbage Collected as a result of performing Collection Services shall be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, Contractor shall transport and dispose of the Garbage at another legally permitted
Disposal Facility. Failure to comply with this provision shall result in the levy of Liquidated Damages as specified in Exhibit 6.

11.06 SFD Recycling Service.

11.06.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be placed beside the Recycling Cart if flattened during the three-week period beginning December 26th each year.

11.06.2 Recycling - Improper Procedure. Contractor is not required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Solid Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste.

11.06.3 Materials Recovery Facility. Except as provided in Section 6.07, all Recyclable Materials collected as a result of performing recycling services shall be delivered to the Materials Recovery Facility. Failure to comply with this provision will result in the levy of Liquidated Damages as specified in Exhibit 6. All expenses related to materials processing and marketing will be the sole responsibility of Contractor. City has the right to designate alternate Materials Recovery Facilities and, in such event, Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 30.01.

11.06.4 Move In/Out Collection Service. Within three months of opening a new account, each SFD customer may request that Contractor provide one on-call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such as flattened cardboard boxes, and bundled newspaper and packaging foam. This will be offered as a one-time service for each new account at no additional charge. This service shall only include Recyclable Materials, and in the event that the Service Recipient includes Garbage in the materials set out for Collection by Contractor, this service shall be counted as one of the SFD Service Recipient's free annual Bulky Item Collections as set forth in Section 11.08.

11.06.5 Recycling - Changes to Services. Upon a Change in Law that necessitates any additions or deletions to the services described in this Section 11.06, including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and may execute a contract amendment as needed covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 30.02.1 before undertaking any changes or revisions to such services.

11.07 SFD Organic Waste Collection Service.

11.07.1 Organic Waste Processing Services. Contractor shall divert Organic Waste Collected pursuant to this Agreement from the landfill except for Residue resulting from processing in accordance with AB 939, AB 1826, AB 1594, SB 1016, and SB 1383, and other applicable laws. If the Organics Waste Processing Facility accepts
bagged organic waste (where bags are biodegradable or otherwise), then Contractor shall accept bagged Organic Waste.

11.07.2 **Organic Waste Processing Facility.** Contractor shall deliver all Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station listed in Exhibit 8. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor. Failure to comply with this provision shall result in the levy of Liquidated Damages as specified in Exhibit 8. City may designate alternate Organic Waste Processing Facilities and, in such event, Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 30.01.

11.07.3 **Holiday Tree Collection.** Contractor shall Collect Holiday Trees set out at the curb for Collection during the three-week period beginning December 26th each year. Contractor shall deliver the collected Holiday Trees to an appropriate Organic Waste Processing Facility for Diversion through uses other than alternative daily cover or beneficial use. This annual service will be provided at no additional charge to the Service Recipient. Contractor is not required to divert Holiday Trees with tinsel, flocking or ornaments.

11.07.4 **Non-Collection.** Contractor is not required to Collect Organic Waste if the Service Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials. Furthermore, notwithstanding Section 6.07, Contractor is not required to Collect Organic Wastes that are contaminated through commingling with Solid Waste or Recyclable Materials.

11.07.5 **Manure Collection Service.** Contractor shall Collect all Manure placed in an Organic Waste Container at least once per week, or more often if arranged between Service Recipient and Contractor. Service Recipients may be instructed not to fill the Containers above a specified line or weight, so as not to damage the Containers or Collection Vehicle, and City shall resolve any disputes regarding the maximum weight that may be accommodated in such Containers. All manure collected shall be diverted from landfilling through composting or other means and may not be collected or commingled with Garbage.

11.07.5.1 **Manure Cart Collection.** Contractor shall provide any Service Recipient that requests a Cart for Manure Collection Service with up to two 64-gallon Carts at no additional charge to the Service Recipient. Service Recipients may request additional Carts and the Service Recipient shall be charged for such additional service at the Rates as set forth in Exhibit 1.

11.07.5.2 **Manure Bin Collection.** Customers that utilize Bin service for Manure Collection Service may be charged no more than the Maximum Service Rates as set forth in Exhibit 1.

11.07.6 **Home Compost Bins.** Contractor shall store and promote a maximum of 500 Home Compost Bins per Calendar Year to be used by Service Recipients to compost Organic Waste. City is responsible for purchase of Home Compost
Bins delivered to Contractor's place of storage. Contractor shall distribute Home Compost Bins at no additional charge to Service Recipients.

11.08 SFD Bulky Item Collection Service.

11.08.1 Conditions of Service. Contractor shall provide Bulky Item Collection Service to all SFD Service Units in the Service Area whose Bulky Items have been placed within three feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by Contractor and the Service Recipient, that will provide safe and efficient accessibility to Contractor's Collection crew and vehicle. Up to two times per Calendar Year each Service Recipient is entitled to receive large item disposal amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic yards of uncontainerized Solid Waste, or (b) six Bulky Items, or (c) 10 32-gallon bags at no additional cost and expense. For subsequent collection in any Calendar Year, Contractor shall receive compensation from the Service Recipient at the rate for such service as set in Exhibit 1.

11.08.2 Frequency of Service. Bulky Item Collection Service shall be provided on the next regular Collection day if the request is received at least two Work Days in advance of the next regular Collection day or otherwise agreed upon with the Service Recipient. The Service Recipient may not intentionally commingle residential Bulky Items with other Residential Waste.

11.08.3 Bulky Items Containing Freon. In the event Contractor Collects Bulky Items that contain freon, Contractor shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable law.

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

- 11.08.4.1 Reuse as is (where energy efficiency is not compromised).
- 11.08.4.2 Disassemble for reuse or Recycling.
- 11.08.4.3 Recycle.
- 11.08.4.4 Disposal.

11.08.5 Disposal of Bulky Items. Contractor shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.

Article 12. Commercial Service

12.01 Commercial Conditions of Service. Except as set forth below and in the Municipal Code, Contractor shall provide Commercial Collection Service to all Commercial
Service Units in the Service Area, including MXD Service Units. MFD Units serviced with Bins will abide by the guidelines listed in this section but are serviced as part of the Residential Collection Service.

12.01.1 **Provision of Service.** Contractor shall provide Commercial Garbage Collection Service, Commercial Recycling Service and Commercial Organic Waste Collection Service to all Commercial Service Units whose Solid Waste, Recyclable Materials, and Organics Waste are properly containerized in Collection Containers as appropriate where the Collection Containers are accessible as set forth in Section 12.01.4. Contractor shall offer Garbage, and Recyclable Materials Carts in 32, 64, and 96-gallon sizes and Organic Waste Carts in 32 and 64-gallon sizes. Contractor shall offer Garbage and Recyclable Materials Bins in 1.5, 2, 3, 4, and 6-cubic yard sizes. Contractor shall offer Roll-off Containers in 10, 20, 30, and 40-cubic yard sizes, and Collection from Compactors. The size of the Collection Container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, the size and frequency shall be sufficient to provide that no Garbage, Organic Waste, or Recyclable Materials need be placed outside the Collection Container. The base Commercial Collection Service shall include Commercial Recycling Service as described in Section 12.04.2 below, and Commercial Organic Waste Collection Service as described in Section 12.05.4 below.

12.01.2 **Bundled Service.** For the Commercial Solid Waste Collection Service system, City desires to utilize Garbage Bins as requested by the Commercial Service Recipient, and including at no additional cost the equivalent volume of recycling and one 64-Gallon Organic Waste Cart service as the base bundled Commercial Collection Service. The actual configuration of Recycling and Organic Waste Cart and/or Bin sizes shall be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor. Additional services may be requested by the Commercial Service Recipient. To be exempted from Commercial Recycling Service or Commercial Organic Waste Collection Service, Service Recipient must apply for exemption to Contractor. All such exemption applications shall be reported in the Waste Reporting System and approved by City.

12.01.3 **Hours of Collection.** Commercial Collection Service shall commence no earlier than 7:00 a.m., and terminate no later than 7:00 p.m., Monday through Saturday, except for Holidays. There will be no Commercial Collection Service on Sundays. The hours, day, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

12.01.4 **Accessibility.** Contractor shall Collect all Collection Containers that are readily accessible to Contractor's crew and vehicles and not blocked. However, Contractor shall provide "push services" and "stinger/scout truck services" as necessary upon request during the provision of Commercial Collection Services for the Service Rate set forth in Exhibit 1. Push services include dismounting from the Collection Vehicle, moving the Collection Containers from their storage location for Collection, and returning the Collection Containers back to their storage location. Stinger/scout truck services provide for the retrieval of Collection Containers from locations with accessibility.
constraints that make Containers difficult or impossible to access using regular trash collection trucks.

12.01.5 **Manner of Collection.** Contractor shall provide Commercial Collection Service with as little disturbance as possible and must leave any Collection Container at the same point it originally located without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

12.02 **New Containers.** At the Commencement Date, Contractor shall supply new Carts that comply with Collection Container specifications in Exhibit 4. Contractor shall supply Bins and Roll-off Containers in good condition that comply with Collection Container specifications in Exhibit 4. If any changes to these specifications are adopted after the Commencement Date that results in Contractor being required to replace Collection Containers before they have been fully depreciated, Contactor shall be eligible for additional compensation in accordance with Section 30.02.1.

12.02.1 **Purchase and Distribution of Collection Containers for New Commercial Service Units.** Contractor shall distribute newly-painted Collection Containers as specified in Exhibit 4 to new Commercial Service Units, MFD Service Units, and MXD Service Units that are added to the Service Area after the Commencement Date. The size and mix of the Collection Containers will be in accordance with the service agreement obtained by Contractor as set forth in this Agreement and the distribution must be completed within five Work Days of receipt of the request for service.

12.02.2 **Replacement of Collection Containers.** Contractor shall not damage Collection Containers by unnecessary rough treatment. Any Collection Container damaged by Contractor shall be replaced by Contractor, at its sole expense, within five Work Days at no inconvenience to the Service Recipient.

12.02.2.1 Each Commercial Service Unit is entitled to the replacement of one lost, destroyed, or stolen Garbage, Organic Waste, or Recyclable Materials Collection Container during the base term of this Agreement at no cost to the Service Unit. Accordingly, Contractor will be compensated for the cost of those replacements in excess of one Garbage, Organic Waste, or Recyclable Materials Collection Container per Commercial Service Unit during the base term of the Agreement, in accordance with the “Collection Container Exchange” Service Rate, as appropriate, set forth in Exhibit 1. Contractor shall deliver a replacement Collection Container to such Service Unit within five Work Days.

12.02.3 **Repair of Collection Containers.** Contractor is responsible for repair of Collection Containers damaged by Contractor. Within five Work Days of notification by City or a Service Recipient of the need for such repairs, Contractor shall repair the Collection Container or if necessary, remove the Collection Container for repairs and deliver a replacement Collection Container to the Service Recipient. Contractor is responsible for the removal of graffiti from the Collection Container within the timeframes and manner set forth in this Section 12.02.3.
12.02.4 **Collection Container Exchange.** Upon notification to Contractor by City or a Service Recipient that a change in Collection Containers is required, Contractor shall deliver such Collection Containers to such Service Recipient within five Work Days or as otherwise agreed upon with the Service Recipient. Each Commercial Service Unit is eligible to receive one free Collection Container exchange per Calendar Year. Contractor is allowed to charge the Service Unit for the cost of those exchanges in excess of one Collection Container exchange per Calendar Year, in accordance with the appropriate “Collection Container Exchange” service rate set forth in Exhibit 1. Additional Collection Containers or different size Collection Containers are subject to the applicable Service Rate set forth in Exhibit 1.

12.02.5 **Ownership of Collection Containers.** Ownership of Collection Containers distributed by Contractor is vested in Contractor.

12.02.6 **Cleaning of Collection Containers.** Once each Calendar Year, if requested by the Commercial Service Unit, Contractor shall clean all Collection Containers at the Commercial Service Unit’s premises or shall replace the dirty Collection Containers with clean Collection Containers. Any Collection Container cleanings shall be done in such a manner that results in no water entering City’s storm drain system. This service shall be provided at no charge to the Service Unit, so long as the service is not requested more than once per Calendar Year. In addition, regardless of whether or not this cleaning is requested by the Service Unit, Contractor shall ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain a clean appearance and proper function. Additional cleanings beyond once each Calendar Year will be subject to the Service Rate set forth in Exhibit 1.

12.03 **Commercial Garbage Collection Service.**

12.03.1 **Conditions of Service.** Contractor shall provide Commercial Garbage Collection Service to all Commercial Service Units in the Service Area whose Garbage is properly containerized in Garbage Collection Containers, where the Garbage Collection Containers are accessible.

12.03.2 **Size and Frequency of Service.** This service shall be provided as deemed necessary and determined between Contractor and the Commercial Service Unit, but such service must be received no less than one time per week. The size of the Collection Container and the frequency (above the minimum) of Collection will be determined between the Commercial Service Unit and Contractor. However, size and frequency shall be sufficient to provide that no Solid Waste need be placed outside the Collection Container. Contractor shall provide Collection Containers as part of the Commercial Collection Maximum Service Rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is completely responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor’s equipment. All other Collection Containers used by Service Recipients shall be owned and supplied by Contractor.
12.03.3 Non-Collection. Contractor is not required to collect any Commercial Solid Waste that is not placed in a Garbage Collection Container unless such Commercial Solid Waste is outside the Garbage Collection Container because of overflow.

12.03.4 Disposal Facility. All Solid Waste collected as a result of performing Commercial Solid Waste Collection Services shall be transported to, and disposed of, at the Disposal Facility. In the event the Disposal Facility is closed on a Work Day, Contractor shall transport and dispose of Solid Waste at another legally permitted Disposal Facility. Failure to comply with this provision will result in the levy of Liquidated Damages as specified in Exhibit 6. City may designate an alternative Disposal Facility and, in such event, Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 30.01.

12.04 Commercial Recycling Service.

12.04.1 Conditions of Service. Contractor shall provide Commercial Recycling Service to all Commercial Service Units whose Recyclable Materials are properly containerized in Recycling Collection Containers except as set forth below, where the Recycling Collection Containers are accessible. The Maximum Service Rates for Contractor's Commercial Recycling Services are set forth in Exhibit 1.

12.04.2 Base Commercial Recycling Service. All Commercial Service Recipients subscribing to Commercial Solid Waste Collection Service must receive weekly collection of Recycling Materials as set forth in Section 12.01.2. The actual configuration of Recycling Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor.

12.04.3 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one time per week. Service may be provided by Collection Container at the option of the Service Recipient. The size of the Collection Container and the frequency (above the minimum) of Collection will be determined between the Service Recipient and Contractor. However, size and frequency must be sufficient to provide that no Recyclable Materials need be placed outside the Collection Container. Contractor may charge for Commercial Recycling Services above the weekly trash volume equivalent and shall provide Recycling Collection Containers as a part of the Bundled Service with rates set forth in Exhibit 1. Service Recipients may own and provide their own Compactor provided that the Service Recipient is responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor's equipment. All other Collection Containers used by Service Recipients shall be owned and supplied by Contractor.

12.04.4 Recycling - Improper Procedure. Contractor is not required to collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Commercial Solid Waste and Organic Waste. Furthermore,
notwithstanding Section 6.07, Contractor is not required to collect Recyclable Materials that are contaminated through commingling with Solid Waste or Organic Waste.

12.04.5 Materials Recovery Facility. All Recyclable Materials Collected as a result of performing Recycling Services shall be delivered to the Materials Recovery Facility. Failure to comply with this provision will result in the levy of Liquidated Damages as specified in Exhibit 6. All expenses related to materials processing and marketing shall be the responsibility of Contractor. City may designate an alternative Materials Recovery Facility and, in such event, Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 30.01.

12.04.6 Recycling - Changes to Work. In the event of a Change in Law that necessitate any additions or deletions to the Commercial Recycling Service including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and may enter into an agreement amendment as needed covering such modifications to the work to be performed and the compensation to be paid in accordance with Section 30.02.1 before undertaking any changes or revisions to such work.

12.04.7 Compliance with AB 341 & SB 1383. Contractor shall develop and maintain its Commercial Recycling Service in a manner designed to assist City and the Service Recipients to achieve and maintain compliance with AB 341, SB 1383, and other applicable laws. Contractor shall notify Commercial Service Recipients of the requirements to comply with the laws in November 2022, and not less than annually thereafter. Contractor shall provide the necessary volume of Collection Service to Commercial Service Units in order to be in full compliance with the law. In conjunction with City's ordinance implementing AB 341 and SB 1383 by Commercial Service Units (i.e., "generators"), Contractor shall conduct in-person outreach to all non-participating commercial covered generators a minimum of once per calendar year. Failure to conduct such outreach shall result in Liquidated Damages as specified in Exhibit 6.

12.04.8 Additional Recycling Collection containers. Contractor shall provide additional Recycling Collection Containers to Commercial Service Recipients above the minimum requirements within five Work Days of request and may charge for such additional capacity set forth in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Recyclable Materials for regular weekly Commercial Recycling Service.

12.05 Commercial Organic Waste Collection Service.

12.05.1 Conditions of Service. Contractor shall provide Commercial Organic Waste Collection Service to all Commercial Service Units in the Service Area whose Organic Waste is properly containerized in Organic Collection Containers, where the Organic Waste Collection Containers are accessible. Contractor shall conduct a site visit with each non-exempt Service Recipient to determine the specific materials to be included the Service Recipient's Organic Waste Collection (i.e., Food Waste, Green Waste, combined Food and Green Waste). Contractor shall charge for collection of...
Organic Waste within the Bundled Service rate specified in Exhibit 1. For Organic Waste collected in Collection Containers beyond the size specified in the Bundled Service rate, Contractor shall charge at the rate set forth in Exhibit 1. Service Recipients may elect to add Green Waste only Collection Bins to their service at pricing included in Exhibit 1. Contractor shall provide a sufficient number of Collection Containers and at a collection frequency to allow for any such Service Unit to utilize the collection of Organic Waste. Commercial Organic Waste Collection shall occur on a Work Day upon request and as necessary. City shall provide Contractor a list of the names and addresses of Commercial Service Units that are approved by City for exemption from Organic Waste Collection.

12.05.2 Organic Waste Processing Services. Contractor shall divert Organic Waste collected pursuant to this Agreement from the landfill, except for Residue resulting from processing, in accordance with AB 939, AB 1826, AB 1594, SB 1016 and SB 1383, and other applicable laws. If the Organic Waste Processing Facility accepts bagged organic waste, then Contractor shall accept bagged Organic Waste.

12.05.3 Organic Waste Processing Facility. Contractor shall deliver all Organic Waste to a fully permitted Organic Waste Processing Facility or a fully permitted Transfer Station listed in Exhibit 8. Failure to comply with this provision will result in the levy of Liquidated Damages as specified in Exhibit 6. All expenses related to Organic Waste processing and marketing will be the sole responsibility of Contractor. City may designate an alternative Organic Waste Processing Facility and, in such event, Contractor shall be entitled to a rate adjustment as a City-directed change in accordance with Section 30.01.

12.05.4 Base Commercial Organic Waste Service. All Commercial Service Recipients subscribing to Commercial Garbage Collection Service shall receive weekly collection of the equivalent volume of at least one 64-gallon Organic Waste Cart per Service Recipient included in the Bundled Service rate. The actual configuration of Organic Waste Collection Container sizes to be provided will be based on the total equivalent volume and configured in a manner determined by the Service Recipient in consultation with Contractor. Contractor may charge for Commercial Organic Waste Collection as set forth in Exhibit 1 for Commercial Organic Waste Service greater than the base 64-gallon Organic Waste Cart.

12.05.5 Size and Frequency of Service. This service will be provided as deemed necessary and determined between Contractor and the Service Recipient, but such service must be received no less than one time per week. Service may be provided by Bin or Cart at the option of the Service Recipient. The size of the Collection Container and the frequency (above the minimum) of Collection will be determined between the customer and Contractor. However, size and frequency must be sufficient to provide that no Organic Waste needs be placed outside the Collection Container. Service Recipients may own and provide their own Compactor provided that the Service Recipient is responsible for its proper maintenance, and such Compactor is of a type that is compatible with Contractor’s equipment. All other Collection Containers used by Service Recipients shall be owned and supplied by Contractor.
12.05.6 **Organic Waste - Improper Procedure.** Contractor is not required to Collect Organic Waste if the Service Recipient does not separate the Organic Waste from Solid Waste and Recyclable Materials. Furthermore, notwithstanding Section 6.07, Contractor is not required to collect Organic Waste that is contaminated through commingling with Solid Waste or Recyclable Materials.

12.05.7 **Organic Waste Processing Facility.** Subject to Section 12.05.3, all Organic Waste Collected as a result of performing Organic Waste Collection Services must be delivered to the Organic Waste Processing Facility. Failure to comply with this provision shall result in the levy of Liquidated Damages as specified Exhibit 6.

12.05.8 **Organic Waste - Changes to Services.** In the event of a Change in Law that necessitates any additions or deletions to the services described in this Section (including the type of items included as Organic Waste), the parties shall negotiate any necessary cost changes and may execute a contract amendment as needed covering such modifications to the services to be performed and the compensation to be paid in accordance with Section 30.02.1 before undertaking any changes or revisions to such services.

12.05.9 **Compliance with AB 1826 & SB 1383.** Contractor shall develop and maintain its Commercial Organic Waste Collection Service in a manner designed to assist City and Service Recipients to achieve and maintain compliance with AB 1826 and SB 1383. Contractor will notify non-exempt covered businesses of the requirements to comply with the law in November 2022, and no less than annually thereafter. Contractor will offer to provide the volume of collection service that covered businesses require to be in compliance with the law. In conjunction with the City’s ordinance implementing AB 341, SB 1383, and AB 827 by Commercial Service Units (i.e., “generators”), Contractor will conduct in-person outreach to all non-participating non-exempt commercial covered generators as specified in Section 20.02. Failure to conduct such outreach will result in Liquidated Damages as specified in Exhibit 6.

12.05.10 **Additional Organic Waste Collection Containers.** Contractor shall provide additional Organic Waste Collection Containers to Service Recipients at the rates listed in Exhibit 1 provided that additional Collection Containers are used by Service Recipients for the purposes of setting out additional Organic Waste materials for regular weekly Organic Waste Collection Service.

### Article 13. Mixed Use Dwelling Service (MXD)

13.01 **MXD Collection Service.** As in Section 12.01.

13.02 **MXD Solid Waste Collection Service.** As in Section 12.03.

13.03 **MXD Recycling Service.** As in Section 12.04.

13.04 **MXD Move In/Out Collection Service.** As in Section 11.06.4.

13.05 **MXD Organic Waste Collection Service.** As in Section 12.05.
13.06 MXD Large Item Collection Services. As in Section 11.08; Contractor may charge Service Recipients for Bulky Waste Collections subject to the Maximum Service Rate in EXHIBIT 1.

Article 14. City Services

14.01 City Collection Conditions of Service. City Collection Service shall be governed by the following terms and conditions:

14.01.1 City Collection Service. Contractor shall provide City Collection Service to all City Service Units set forth in Exhibit 3 (and where applicable, subject to the conditions in this section).

14.01.2 Contractor's Good Will. In exchange for the good will of City and the general public, Contractor voluntarily agrees to provide City Collection Service at no cost to the City excepting excess service as provided in this Article, and warrants that such service shall neither impact the Maximum Service Rates nor be otherwise paid for or subsidized by any other Service Recipients.

14.01.3 Contractor shall receive written permission from City before placing any Collection Containers on City owned property for service, except that no such permission shall be needed to place Collection Containers described in Exhibit 3 at locations specified for such Containers in Exhibit 3.

14.01.4 Contractor shall limit the number of trips and the path of travel for Collection Vehicles in City parking lots.

14.01.5 Container Service. City Facilities shall be provided Collection Services generally subject to the same terms and conditions as similar Service Units with regard to Container specifications, repair, replacement, cleanings, and exchange; provided the City shall not be charged for any requests for such services.

14.01.6 Frequency of Service. The frequency of collection may be designated by the City, but not to exceed six times per week per Collection Container. City may change the City Service Units receiving service, and the container volume and Collection frequency provided to any City Service Unit, by written notice to Contractor.

14.02 City Clean-Up Services.

14.02.1 City's Enforcement Clean-Up Services. Within one Work Day of a request from the Contract Administrator, Contractor shall provide Roll-off Containers to support City's Enforcement Clean-Up Services in the Service Area. City shall be responsible for loading or arranging for loading of each Roll-off Container. Contractor shall collect, transport, and deliver City Code Enforcement Clean-Up Services Garbage, Recyclable Material, and Organic Waste to a Disposal Facility, the Materials Recovery Facility, or Organics Processing Facility, as appropriate given the characteristics of the load. Contractor shall deliver, and collect, transport and process the City's Enforcement Clean-Up Services waste up to a total of 10 Roll-off Containers each Contract Year at no
charge to the City. Contractor shall be entitled to charge the City for collected materials exceeding 10 Roll-off Containers per Contract Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

14.02.2 City's clean-up and removal of downed trees. Within six hours of a request from the Contract Administrator, Contractor shall provide Roll-off Containers to support City's clean-up and removal of downed trees that result from natural events (storms, high winds etc.) in the Service Area. City shall be responsible for loading or arranging for loading of each Roll-off Container. Contractor shall collect, transport and deliver such Organic Waste to an Organics Processing Facility for recycling. Contractor shall deliver, and collect, transport and process organic material up to a total of 10 Roll-off Containers each Contract Year at no charge to City. Contractor shall be entitled to charge the City for Roll-Off Service exceeding ten containers per Contract Year in accordance with the Service Recipient Rates as set forth in Exhibit 1.

14.02.3 Abandoned Waste/Illegal Dumping Reporting. When conducting service within Westlake Village, Contractor shall direct its Collection Vehicle drivers to report to Contractor sightings of illegal dumping of Waste by recording: (i) the addresses of any Service Area where Garbage, Recyclable Material, or Organics Waste is accumulating; and (ii) the address, or other location description at which Garbage, Recyclable Material, or Organics Waste has been dumped. Contractor shall report to the City sightings and the recorded address within three Work Days.

14.02.4 Abandoned Waste/Illegal Dumping Clean-up. At City's direction, Contractor shall collect, transport and process dumped items from up to 50 illegal dumping clean-up requests per Contract Year at no additional charge to City. Contractor shall be entitled to charge the City for requests in excess of 50 collections per Contract Year in accordance with the Service Recipient Rates as set forth in Exhibit 1. Nothing in the foregoing shall be construed to require Contractor to collect Exempt Waste or to provide such services if Contractor, in its sole discretion, deems the proposed collection to be unsafe to Contractor or the public or may result in damage to Contractor's equipment or public/private property.

14.03 City-Sponsored Events Service. Upon request by City, Contractor shall provide Containers, Collection Services, portable toilets, and portable wash stations at those City-Sponsored Events specified in Exhibit 2, at no cost to City.

14.04 Large Item Collection Service. Contractor shall collect Bulky Items, including E-Waste and Universal Waste, from City Services Units as listed on Exhibit 3 on an on-call basis on the same terms and conditions as are provided to SFD Service Units per Section 11.08 at rates specified in Exhibit 1.

Article 15. Additional Services

15.01 Free Landfill Days. SFD, MFD, and MXD Service Recipients are allowed to utilize the Simi Valley Landfill at no cost to the Service Recipient, up to three times each Calendar Year on designated free landfill and recycling days at specified hours. This event
may be held in conjunction with other jurisdictions. Service Recipients must present evidence of home address within Westlake Village to the landfill at the entrance gate and be prepared to unload their own materials. No commercial vehicles, waste or materials from landscaping companies will be accepted. Residents can bring up to two loads per event, and a maximum of five passenger car or pickup truck tires are allowed. Hazardous Materials, electronic waste, liquids, and Biohazardous or Biomedical Waste are not accepted. Contractor is responsible for coordinating and facilitating free landfill days with the Simi Valley Landfill, including paying all costs associated with advertising, and disposal of all materials.

15.02 Mulch or Compost Delivery. At no cost to City, Contractor shall assist City in arranging for produced compost/mulch or other recovered organic waste products to comply with SB 1383 procurement requirements. Such Contractor assistance can be in the form of backhauling materials, or setting aside locations for Service Recipients to pick up produced compost/mulch at an approved facility.

15.03 Compost or Mulch Giveaway. At no cost to City, Contractor shall provide 20 tons of compost or mulch, as described in Section 15.02, or a combination of the two, giveaway twice per year. City Manager and Contractor shall agree upon the times and location for these two giveaways. Compost or mulch that satisfies the definition of recovered organic waste products under SB 1383 shall be used to satisfy the City’s SB 1383 procurement requirements.

15.04 Edible Food Recovery Support. At no cost to City, Contractor shall provide support to the City’s Edible Food Recovery program as required under SB 1383. Contractor support may include educating commercial edible food generators, providing records of site visits, conducting education efforts, providing lists of food recovery organizations, and coordinating with Contract Administrator.

15.05 Free Paper Shredding Events. Two times per Contract Year, at no additional cost to City or its residents, Contractor shall conduct a free paper shredding event at a location and time agreed upon by the parties. At each event, all City residents will be permitted to deliver an unlimited amount of paper for shredding free of charge by Contractor. Contractor shall arrange for all shredded paper generated by each event to be processed in such a manner so as to ensure the diversion of this material from landfilling.

15.06 Household Hazardous Waste (HHW) Home Collection Service. Contractor shall provide HHW Home Collection Service at no additional cost to City or its residents for up to a total of 25 collections per month. HHW Home Collection Service shall be conducted on the fourth Wednesday of each month, except when such date falls on a Holiday, in which case it shall be conducted on the next Work Day. Contractor shall be responsible for accepting requests via telephone and website inquires and scheduling, managing, and reporting on each individual collection.
Article 16. Collection Routes

16.01 Service Routes. Upon City’s request, Contractor shall provide City with maps precisely defining Collection routes, together with the days and the times at which Collection will regularly commence.

16.02 Service Route Changes. Contractor shall submit to City, in writing, any proposed route change (including maps thereof) not less than 60 days prior to the proposed date of implementation. Contractor may not implement any route changes without the prior review of the Contract Administrator. If the change will change the collection day for a Service Recipient, Contractor shall notify those Service Recipients in writing of route changes not less than 30 days before the proposed date of implementation.

16.03 Collection Route Audits. City reserves the right to conduct audits of Contractor’s Collection routes. Contractor shall cooperate with City in connection therewith, including permitting City employees or agents, designated by the Contract Administrator, to ride in the Collection Vehicles to conduct the audits. Contractor has no responsibility or liability for the salary, wages, benefits, or worker compensation claims of any person designated by the Contract Administrator to conduct such audits.

Article 17. Minimum Performance and Diversion Standards

17.01 Contract Extension Minimum Factors. In order to be eligible for the contract extension set forth in Section 3.02, Contractor must meet or exceed the following annual minimum performance and diversion standards in each Calendar Year beginning January 2023.

17.01.1 Performance Standards. Assessment of penalties and charges, as set forth in Exhibit 6 of this Agreement, totaling less than $50,001 in any one Calendar Year.

17.01.2 Minimum Diversion Standards. Contractor must meet the requirements set forth in Article 9.

17.01.3 No Current Default. Contractor is not currently in default of the Agreement.

17.02 Billing/Financial Audit and Performance Reviews.

17.02.1 Contractor Shall Review its Billings to all Customers. The purpose of the review is to determine that the amount which Contractor is billing each customer is correct with regard to the level of service (i.e., frequency of collection, size of container, location of container) consistent with the applicable Maximum Service Rate set forth in Exhibit 1. Contractor shall review customer accounts not less than annually and provide a written certification to City that all such billing is correct. The documentation of the review, as well as verification that any errors have been corrected shall be provided to City annually.
17.02.2 Selection and Cost. City may conduct billing audit, financial audit and performance reviews (together, "reviews") of Contractor's performance as set forth in Section 17.02.2.1 and 17.02.2.2.

17.02.2.1 Full Reviews During Initial Term. City may conduct two full reviews with reasonable costs of the review apportioned equally between City and Contractor during the base term of this Agreement. The reviews will be performed by City or a qualified firm under contract to City subject to the entry of a reasonable non-disclosure agreement between the qualified firm and Contractor. City will have the final responsibility for the selection of the firm.

17.02.2.2 Full Review During Extension Period. In the event that Contractor is granted a contract extension as described in Section 3.02, City may conduct one additional full review during each of the five year extension periods as set forth in Section 17.02.2.1.

17.02.3 Purpose. The reviews will be designed to verify that customer billing rates have been properly calculated and they correspond to the level of service received by the customer, verify Franchise Fees and other fees required under this Agreement have been properly calculated and paid to City, verify Contractor's compliance with the reporting requirements and performance standards of this Agreement, and verify the diversion percentages reported by Contractor. City (or its designated consultant) may utilize a variety of methods in the execution of this review, including analysis of relevant documents, on-site and field observations, and interviews; provided, however, that such activities do not cause undue interference with Contractor's operations. City (or its designated consultant) will review and document the items in the Agreement that require Contractor to meet specific performance standards, submit information or reports, perform additional services, or document operating procedures, that can be objectively evaluated. This information will be formatted in a "compliance checklist" with supporting documentation and findings tracked for each of the identified items. The review will specifically include a determination of Contractor's compliance with the diversion requirements of Article 9, and the public outreach and education requirements of Article 20. City (or its designated consultant) may review the customer service functions and structure utilized by Contractor. This may include Contractor's protocol for addressing customer complaints and service interruption procedures. Complaint logs may be reviewed, along with procedures and systems for tracking and addressing complaints. On-site and field observations by City (or its designated consultant) may include, to the extent necessary to conduct the audit scope:

17.02.3.1 Interviews and discussions with Contractor's administration and management personnel;

17.02.3.2 Review and observation of Contractor's customer service functions and structure;

17.02.3.3 Review of public education and outreach materials;
17.02.4 **Contractor’s Cooperation.** Contractor shall, subject to applicable law, including data security and privacy laws, and subject to Contractor’s right to protect its confidential information, proprietary information, and trade secrets, including the entry of a reasonable non-disclosure agreement between Contractor and City’s qualified firm, cooperate fully with the review and provide all reasonably requested data, including operational data, financial data of the type described in Section 17.01.1, and other data reasonably requested by City within 15 Work Days of the request to verify Contractor’s compliance with its obligations under this Agreement.

17.02.5 **Additional Billing/Financial Audit and Performance Review.** In the event that the billing/financial audit and performance review conducted pursuant to Section 17.02.2 concludes that Contractor is not in compliance with all terms and conditions of this Agreement and such non-compliance is material, Contractor is subject to liquidated damages as described in Exhibit 6 as well as reimbursement to City for the full reasonable cost of the audit plus any underpayments discovered during the Audit. City may conduct an additional billing audit and performance review beyond the two specified in Section 17.02.2, to ensure that Contractor has cured any such area of non-compliance. Contractor shall be responsible for the cost of any such additional billing/financial audit and performance review for a maximum cost of $50,000 (starting on July 1, 2022 and each July 1st thereafter, with the maximum cost for the review adjusted annually by the change in the CPI). For the purposes of a determination of non-compliance under this Agreement, audit findings which result in underpayments of $50,000 or more shall be deemed material.

17.02.6 **City Requested Program Review.** City reserves the right to require Contractor to periodically conduct reviews of the Garbage, Recycling, and Organic Waste Collection Service programs, provided that such reviews are reasonable and can be accomplished at no additional cost to Contractor and without interfering with Contractor’s operations. Such reviews may assess one or more of the following performance indicators: average volume of Recyclable Materials per set-out per customer, average volume of Organic Waste per set-out per customer, participation level, contamination levels, etc. Prior to the program evaluation review, the parties shall meet
and discuss the purpose of the review and agree on the method, scope, and data to be provided by Contractor.

17.03 Cooperation with Other Program Reviews. Contractor shall, subject to applicable law, including data security and privacy laws, and subject to Contractor's right to protect its confidential information, proprietary information, and trade secrets, cooperate with City and/or its agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to investigate customer participation levels and setout volumes and/or evaluate and monitor program results related to Garbage, Recyclable Materials and Organic Waste collected in Westlake Village by Contractor, provided that such cooperation can be accomplished at no additional cost to Contractor and without interfering with Contractor's operations.

Article 18. Collection Equipment

18.01 General Provisions. All equipment used by Contractor in the performance of services under this Agreement must be of a high quality and meet all applicable laws including all applicable provisions of the South Coast Air Quality Management District. Collection Vehicles shall be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing, or falling from the vehicles. All trucks and containers shall be designed to minimize leakage and must be operated so that liquids do not spill during Collection or in transit.

18.02 Bulky Items. Vehicles used for Collection of Bulky Items shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release freon or other gases from pressurized appliances.

18.03 Collection Vehicles. Contractor shall not use any Collection Vehicle that is more than 10 years old. Collection Vehicles shall utilize low carbon ("alternative") fuel, which must be renewable natural gas, LNG, CNG, or electric unless otherwise authorized by City. If new technologies such as hybrid or electric powered collection vehicles become commercially available, City or Contractor may negotiate implementation of such new collection vehicles, with a corresponding change to the Maximum Service Rates to reflect additional cost or savings. To the extent required by law, Contractor shall provide its Collection Vehicles to be in full compliance with all applicable laws including the California Air Resources Board Heavy Duty Engine Standards (currently proposed to be contained in 13 CCR Section 2020 et seq.) and the Environmental Protection Agency's Highway Diesel Fuel Sulfur regulations.

18.04 Collection Vehicle Technology. Contractor shall use Collection Vehicles fitted with GPS tracking devices that can be used to record start and stop times, vehicle locations, and maximum speed. Collection Vehicles shall also be fitted with cameras that are programmed to take photos, date and location stamped, to document violations, including contamination, overfilling, and lids not closed. GPS and camera data shall be available for review by the City upon request during business hours to confirm Contractor's compliance with the requirements of this Agreement.
18.05 **Collection Vehicle Size Limitations / Overweight Vehicle Charge.** Contractor shall not use any Collection Vehicle in violation of weight limitations in applicable law. Contractor may exceed the Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator. The limited time may not exceed 120 days. Contractor shall report all instances of overweight vehicles to City as part of its quarterly franchise fee submittal described in Section 5.07, and as part of its Annual Reports to the City described in Section 22.03. Contractor may be assessed Liquidated Damages as specified in Exhibit 6 as a result of exceeding an overweight vehicle rate of 5% in any Calendar Year. The overweight vehicle rate will be calculated as the total number of overweight Collection Vehicle instances during the Calendar Year, divided by the total number of Collection Vehicle loads transported during the Calendar Year. Prior to collecting Liquidated Damages for overweight vehicles, City shall afford Contractor a reasonable opportunity to provide the Contract Administrator documentation of the extraordinary circumstance that caused the overweight vehicles. Extraordinary circumstances in this particular case include heavy rains or high winds that caused excess Green Waste to be generated, rain to accumulate in open Collection Containers, or normal Collection routes to be delayed or shortened to extreme weather conditions. The Contract Administrator may consider Contractor’s documentation and uphold and collect the assessed charge, to reduce the charge, or waive and dismiss the charge. The Contract Administrator also may waive charges in advance of an anticipated, or in response to and actual, emergency event.

18.06 **Registration: Inspection.** All vehicles used by Contractor in providing Collection Services except those vehicles used solely on Contractor’s premises, shall be registered with the California Department of Motor Vehicles. In addition, each such vehicle shall be inspected by the California Highway Patrol in accordance with applicable law. Within two Work Days of a request from the Contract Administrator, Contractor shall provide City a copy of its vehicle maintenance log and any safety compliance report, including any report issued under Vehicle Code Sections 34500 et seq., as well as the biennial “BIT” inspections conducted by the California Highway Patrol.

18.07 **Safety Markings.** All Collection equipment used by Contractor shall have appropriate safety markings including highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be in accordance with the requirements of the Vehicle Code, as may be amended from time to time.

18.08 **Vehicle Signage and Painting.** Collection Vehicles shall be painted and numbered without repetition and shall have Contractor’s name, Contractor’s customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four inches high, on each side and the rear of each vehicle. No advertising is permitted other than the name of Contractor, its logo and registered service marks, except promotional advertisement of the Recyclable Materials and Organic Waste programs, which is encouraged. Any promotional material of the Recyclable Materials and Organic Waste Programs affixed to or painted on Collection Vehicles shall be subject to City approval and may require such promotion to be utilized from time to time in order to encourage correct recycling, reduce contamination, and provide relevant education. Contractor shall repaint all vehicles (including vehicles striping) on a frequency as
necessary to maintain a positive public image as reasonably determined by the Contract Administrator.

18.09 **Bin and Roll-off Signage, Painting, and Cleaning**. Metal Bins and Roll-Off Containers furnished by Contractor shall be either painted or galvanized. All metal or plastic Bins and Roll-off Containers shall display Contractor's name, Contractor's customer service telephone number, and the number of the Bin or Roll-off Container and shall be kept in a clean and sanitary condition. Bins and Roll-off Containers shall be free of dents and newly painted at the Commencement Date, and painted as needed to maintain an orderly appearance. Bins and Roll-off Containers shall be subject to periodic, unscheduled inspections by City and determination as to sanitary condition will be made by City.

18.10 **Vehicle Certification**. For each Collection Vehicle, Contractor shall obtain a certificate of compliance (smog check) issued pursuant to Health and Safety Code Section 43000 et seq. and a safety compliance report issued pursuant to Vehicle Code Section 34500 et seq. and the regulations promulgated thereunder, as applicable to the vehicle. Contractor shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the Contract Administrator.

18.10.1 No later than July 1, 2022, Contractor shall submit to the Contract Administrator verification that each of the Collection Vehicles has passed the California Heavy Duty Vehicle Inspection Program. Thereafter, Contractor shall cause each vehicle in Contractor's Collection fleet to be tested annually in the California Heavy Duty Inspection Program and shall, upon request, submit written verification to City within 10 Work Days of the completion of such test. Contractor shall not use any vehicle that does not pass such inspection.

18.11 **Equipment Maintenance**. Contractor shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to City. Contractor shall wash all Collection Vehicles at least once a week.

18.12 **Maintenance Log**. Contractor shall maintain a maintenance log for all Collection Vehicles. The log shall at all times be accessible to City by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle Contractor assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

18.13 **Equipment Inventory**. On or before July 1, 2022 Contractor shall provide to City an inventory of Collection Vehicles and major equipment used by Contractor for performance of services under this Agreement. The inventory shall indicate each Collection Vehicle by Contractor assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance
Contractor shall submit to the Contract Administrator, either by fax or e-mail, an updated inventory annually to City or more often at the request of the Contract Administrator. Each inventory shall include the tare weight of each vehicle as determined by weighing at a certified scale used by Contractor. Each vehicle inventory shall be accompanied by a certification signed by Contractor that all Collection Vehicles meet the requirements of this Agreement.

18.14 Reserve Equipment. Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one hour of any breakdown. Such reserve equipment must correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties.

Article 19. Contractor’s Office

19.01 Contractor’s Office. Contractor shall maintain an office or call center where calls and complaints can be received. Such office or call center shall be equipped with enough telephones that all Collection Service-related calls received during normal business hours are answered by an employee within five rings. The office or call center shall have responsible persons in charge during Collection hours and shall be open 8:00 a.m. to 5:00 p.m. on Monday through Friday. Contractor shall provide either a local or toll-free telephone number that connects to the office or call center, and a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office or call center is closed. Calls received after normal business hours shall be addressed the next Work Day morning.

19.02 Emergency Contact. Contractor shall provide the Contract Administrator with an emergency phone number where the Contractor can be reached outside of the required office hours.

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

19.04 Service Recipient Calls. During office hours, Contractor shall maintain a telephone answering system capable of accepting at least five incoming calls at one time. Contractor shall record all calls including any inquiries, service requests and complaints into a customer service log.

19.04.1 All incoming calls shall be answered at the local office or call center within 5 rings. Any call “on-hold” in excess of 1.5 minutes shall have the option to remain “on-hold” or request a “call-back” from a customer service representative. Contractor’s customer service representatives shall return Service Recipient calls. For all messages left before 3:00 p.m., all “call backs” shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all “call backs” shall be attempted a minimum of one time prior to noon the next Work Day.
Article 20. Contractor Support Services

20.01 Sustainability/Compliance Representative. Contractor shall employ staff, including at least one dedicated Sustainability/Compliance Representative, to conduct site visits and provide outreach and education in support of meeting franchise and CalRecycle Diversion requirements and to meet mandates associated with AB 939, AB 341, AB 1826, AB 827, AB 1594, SB 1016, SB 1383, and other applicable laws. The Sustainability/Compliance Representative shall be available as needed to meet with the City and conduct site visits to implement Recycling and Organics programs in the Service Area at least four Business Days a week throughout the year. City may request monthly meetings with Contractor to discuss problems or issues such as Collection or Recycling programs, Billing or Service Recipient service issues, and day to day operations.

20.02 Sustainability and Compliance Plan. Contractor, at its own expense, shall prepare, submit and implement an annual (Calendar Year) Sustainability and Compliance Plan, which will guide Contractor's staffs' work efforts. The Sustainability and Compliance Plan shall include measures to meet diversion targets, increase diversion, and increase participation of Service Recipients in recycling and organics diversion programs, and shall target certain Recyclable Materials or “problem” areas, including recycling and organics sorting and contamination, within the Service Area where improvements can be maximized. Planned outreach and education services, and outreach materials shall be included as part of the plan. Targets of outreach should be based on local trends and recycling patterns from data obtained by the parties. Contractor shall maintain current and state-of-the-art public outreach and education services by providing outreach materials to Service Recipients electronically (via email and social media). Contractor shall submit first year draft Sustainability and Compliance Plan to City at the Commencement Date and by August 1st each year thereafter. City shall review and provide revisions to draft Sustainability and Compliance Plan within 30 days of receipt. Contractor shall revise and submit final Sustainability and Compliance Plan to City by November 1st each year. The then-current Sustainability and Compliance Plan shall be attached as Exhibit 7. Contractor shall expend at least $35,000 per year (as adjusted annually by the CPI Adjustment), for the development of the Sustainability and Compliance Plan and its implementation, which may not include personnel costs associated with the Sustainability/Compliance Representative. The Sustainability and Compliance Plan shall include the following:

20.02.1 City-Specific Website. Contractor shall maintain a City-specific website that fully explains the Contractor's services and rates, the diversion options available, and allows Service Recipients to submit service changes, inquiries, complaints or queries which shall responded to within one Work Day. The website must describe and promote the use of the available Recyclable Materials and Organics services. Contractor's local website must provide information specific to City's programs. Contractor will ensure that information provided on the website is maintained and up-to-date. Content will include proper container set out, educational materials, newsletters and program descriptions.

20.02.2 Recycling Resources. Contractor shall maintain an accurate list of recyclable materials on its website, and promote proper recycling to all Service
Recipients. Contractor shall consult, collaborate, and coordinate its recycling outreach and educational materials and activities with City and incorporate City’s input on Contractor’s recycling resources and programs.

20.02.3 **School Education and Outreach.** Contractor shall develop and utilize a program to educate on proper recycling that offers tools to assist with proper recycling for all ages. Educational information shall include brochures, school resources such as recycling curriculums, kid’s activity flyers, posters, myth busters, and recycling art activities. Contractor shall develop and distribute educational material, and conduct onsite outreach annually to all school campuses in the Service Area. Materials shall be approved by City before distribution. Examples include: Recyclable Materials list, Recycling tips, battery and bulb education, Food Waste collection and donation, and HHW education. Educational material shall be distributed to campuses by mail or in person on or before September 30th annually, and site visits shall be completed by November 30th.

20.02.4 **MORe Compliance Notices.** Contractor shall send Mandatory Organics Recycling (MORe) compliance notices quarterly to all eligible Commercial Service Units, MFD Service Units, and MXD Service Units that do not subscribe to Organic Waste Collection Service with Contractor and do not provide an alternate method for Diverting Organic Waste, in conformance with SB 1383 and AB 1826. These notices shall also notify businesses of requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month following the end of the quarter.

20.02.5 **MCR Compliance Notices.** Contractor shall send Mandatory Commercial Recycling (MCR) compliance notices quarterly to all eligible Commercial Service Units and MFD Service Units that do not subscribe to recycling collection service with Contractor, and do not provide an alternate method for diverting recyclable materials, in conformance with AB 341. These notices shall also notify businesses of requirements under AB 827. Contractor shall mail notifications quarterly on or before the last day of the month following the end of the quarter.

20.02.6 **MORe Site Visits.** Contractor shall conduct site visits to all eligible Commercial Service Units, MFD Service Units, and MXD Service Units once per year for the first three years and thereafter every other year for businesses that subscribe to Organic Waste Collection Service and every year for businesses that do not subscribe to Organic Waste Collection Service in conformance with SB 1383 and AB 1826. Contractor shall conduct visits on or before June 30th.

20.02.7 **MCR Site Visits.** Contractor shall conduct site visits to all eligible Commercial Service Units, MFD Service Units, and MXD Service Units once per year for the first three years and thereafter every other year for businesses that subscribe to Recycling Service and every year for businesses do not subscribe to Recycling Service with the Contractor. Contractor shall conduct visits on or before June 30th.
20.02.8 Waste Audits. Contractor shall complete Recycling and Solid Waste audits for five Commercial or MXD Service Units per month and provide recommendations to customers on how to improve overall resource efficiency.

20.02.9 Right-sizing containers. Contractor shall right-size Collection Containers to optimize Diversion.

20.02.10 Education and Outreach Materials. Contractor shall implement public education and outreach in conformance with applicable laws (e.g. SB 1383, AB 1826, AB 827, AB 939, AB 341, and AB 1594) and in coordination with City. Contractor shall attend public events and host booths to promote recycling education and awareness. Contractor shall work with City to identify which special events will be attended. Contractor, together with City, shall work with local media to ensure information on new programs, events, recycling, organics etc. is communicated to the community. Contractor shall use a variety of options such as local paper, news, websites, homeowners associations, schools and civic groups to distribute information and education about City solid waste and recycling programs, and events. Contractor shall distribute educational material to Service Recipients a minimum of once a quarter by mail or electronically. These materials shall include tips on recycling properly, use of organics containers, composting, battery and electronics education, prevention of contamination issues, proper Collection Container placement, resource information, and HHW education.

20.02.11 Service Recipient Personnel Education. Subject to the Service Recipient’s agreement, Contractor shall advise and educate appropriate personnel (management, employees, janitors, etc.) at MFD Service Units, MXD Service Units, and Commercial Service Units on methods and recommendations to increase recycling and decrease landfilling including best practices for recycling, waste reduction and availability of in-house recycling containers.

20.02.12 Available Services Notice and Information. At least annually Contractor shall publish and distribute (by mail or electronically) a notice to all Service Units regarding the full range of services offered. The notice shall contain a minimum: (i) definitions of the materials to be Collected; (ii) procedures for setting out materials; (iii) the days when Garbage Collection Services, Recycling Services, and Organic Waste Collection Services will be provided; (iv) Contractor’s local customer service phone number; (v) instructions on the proper filling of Containers; (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers; (vii) how to select Container sizes to maximize diversion; (viii) participation in Recycling and Organic Waste programs; (ix) the fees for overage and Contamination in the event of non-compliance; (x) the availability of on-premises Collection Services, including the availability of no-charge on-premises Collection Services for qualified persons; (xi) Bulky Items Collection Services; (xii) the dates and locations of Neighborhood Cleanup days; and (xiii) the dates and locations of free Bulky Item drop-off days. The notice shall be provided in English, and other languages as directed by City, and must be distributed by Contractor no later than February 1st of each year.
20.02.13 **Approach to Meeting City’s Diversion Requirements.** Contractor shall document approach to meeting City’s diversion requirements by specific diversion program type (SFD, MFD, Commercial, Recyclable Material, Organic Waste, Bulky Waste, etc.) and such documentation shall be tied to both specific and public education programs. This shall include an **implementation schedule** showing the specific programs and tasks, milestones, and time frames for meeting the diversion requirements.

20.02.14 **Tonnage Table.** Contractor shall provide as part of the Sustainability and Compliance Plan, a tonnage table segregated by SFD, MFD, MXD, Commercial, and Additional Services that estimates tonnages for Recyclable Material and Organic Waste delivered and processed, and the estimated residual tonnages for each Calendar Year.

20.02.15 **Environmental Stewardship.** Contractor shall describe all environmental management policies and activities related to the solid waste collection service, including the use of alternative fuel vehicles, reduction of air emissions and wear and tear on City’s streets, use of recycled products throughout operations, internal waste reduction and reuse protocol, water and resource conservation activities within facilities (design, construction and operation), compliance with laws governing e-waste, HHW, and u-waste, and use of non-toxic products when possible.

20.03 **News Media Relations.** Contractor shall work with local media to provide information to the community (new programs, events, recycling information, etc.) regarding its Sustainability and Compliance plan. Contractor to use options, such as local Newspaper, Radio/TV News outlets, Websites and Social Media.

20.04 **Annual Recycling Awards.** Contractor shall recognize outstanding participation in Recycling and/or Organic Waste programs by identifying “recycling all-stars” for recognition at a City Council meeting during each November, beginning November 2022.

20.05 **News Media Requests.** Contractor shall notify the Contract Administrator by e-mail or phone of all requests for news media interviews related to the Collection Services within one Work Day of Contractor’s receipt of the request. When practicable, before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient’s perception of services, Contractor will discuss Contractor’s proposed response with the Contractor Administrator.

20.05.1 Copies of draft news releases or proposed trade journal articles that use the name of City or relate to the Collection Services shall be submitted to the Contract Administrator for prior review and approval at least five Work Days in advance of release, except where Contractor is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Contractor shall submit such materials to City simultaneously with Contractor’s submittal to such regulatory agency.
20.05.2 Copies of articles resulting from media interviews or news releases that use the name of City or relate to the Collection Services shall be provided to the City within five days after publication.

20.06 Acceptable Materials Labeling. Contractor shall affix to each Recycling and Organics Collection Container a sticker or other method of labeling in accordance with Exhibit 4 that clearly lists acceptable materials to be placed in these containers. Stickers must be replaced annually and include any updates in the list of acceptable materials (Exhibit 13).

20.07 Programs and Services. Contractor shall provide additional educational and outreach services and programs as requested by City at a price to be mutually agreed upon between the Contractor and the Contract Administrator. If the parties cannot agree upon a price for the requested service or program, then City has the right to procure the service of other vendors or contractors to provide the requested service.

Article 21. Emergency Service

21.01 Revised Services During an Emergency. In the event of a major storm, earthquake, fire, natural disaster, pandemic, epidemic, or other such event, the Contract Administrator may grant Contractor a variance from regular routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event, Contractor shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator will make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. Contractor will receive additional compensation, above the normal compensation contained in this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in Exhibit 1 provided Contractor has first secured written authorization and approval from the Contract Administrator. City will be given equal priority and access to resources as with other franchise jurisdictions held by Contractor or its affiliates.

21.02 Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, Contractor shall provide disaster recovery support to a reasonable degree, upon request by the Contract Administrator. This may include additional hauling of debris, special handling such as burrito wrapping, temporary storage of debris where feasible, additional disposal, use of different transfer and disposal facilities, and documentation of debris type, weight, and diversion. Contractor shall follow protocol laid out in any County or City Disaster Debris Plans, as applied to solid waste hauling and handling.

Article 22. Record Keeping and Reporting Requirements

22.01 Record Keeping.
22.01.1 **Accounting Records.** Contractor shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit, copy, and inspection for the purposes set forth in Section 17.02.3. Gross Revenues derived from provision of the Collection Services, whether such services are performed by Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts of Contractor. Contractor shall keep and preserve, during the term of this Agreement, and for a period of not less than four years following expiration or termination, full, complete and accurate records, including all cash, billing and disposal records.

22.01.1.1 City reserves the right to request audited, reviewed, or compiled financial statements prepared by an independent Certified Public Accountant, or as may be provided by Contractor or its parent company. In the event that Contractor does not maintain separate financial or accounting records prepared specifically for services provided under this Agreement, Contractor may use industry standard allocation methods to provide financial information as applicable to the service provided under this Agreement.

22.01.2 **Agreement Materials Records.** Contractor shall maintain records of the quantities of (i) Residential, MFD, MXD and Commercial Solid Waste Collected and disposed under the terms of this Agreement, (ii) Recyclable Materials, by type, collected, purchased, processed, sold, donated or given for no compensation, and residue disposed under the terms of this Agreement, and (iii) Organic Waste by type, collected, purchased, processed, sold, donated or given for no compensation, and Residue disposed under the terms of this Agreement.

22.01.3 **Other Records.** Contractor shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Agreement.

22.01.4 **Report Format.** All reports to be submitted in a format approved by City, including electronic data submission in the City’s Waste Reporting System and in a format specified by City.

22.02 **Quarterly Reporting.**

22.02.1 **General.** Quarterly reports must be submitted no later than 5 p.m. PT on the last day of the month following the end of Quarter in which the receipts are collected and must be provided electronically using software acceptable to City. If the last day of the month falls on a day that City is closed or a Holiday, then the report will be due on the next Business Day. Failure to submit complete quarterly reporting by the due date will result in penalties as specified in Exhibit 6.

22.02.2 **City Reports.** Quarterly reports to City shall include:
22.02.2.1 **Quarterly Payment Reporting.** The payment report shall include an accounting of Contractor's Gross Revenues received during the preceding Quarter, and the calculated Franchise Fee and Solid Waste User Fee.

22.02.2.2 **Franchised Tonnage and Service Data.** Contractor must report the number of unique SFD and MFD accounts serviced, the number of unique Commercial, MXD, and City accounts serviced, tonnage of Garbage, Recyclable Materials, and Organic Waste collected and processed for Diversion broken down by Container type, Residual amounts from Recycling and Organic Waste Diversion operations that are landfilled. Quantities shall be broken down by SFD, MFD, MXD, Commercial, and City Service Collection Services. MXD properties shall have tonnage assigned appropriately to Residential and Commercial generators.

22.02.2.3 **Overweight Vehicle Reporting.** The quarterly report shall include a summary total of all instances of overweight Collection Vehicles. This summary shall include the number of overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle loads transported during the reported quarter.

22.02.2.4 **Non-Collection.** The quarterly report shall include a summary of each Service Unit receiving a Non-Collection Notice in the previous quarter along with a description for the Non-Collection Notice.

22.02.2.5 **Collection Overage Charges.** The quarterly report shall include each Service Unit incurring a charge for a Solid Waste Overage in the previous quarter.

22.02.2.6 **Contamination Reporting.** To the extent required by applicable law, the quarterly report shall include a summary of all instances of qualifying Contamination. This summary shall include the total number of accounts where Contamination occurred, the total number of Contamination Violation Notices issued by Contractor to Service Recipients, a list of accounts where such notices occurred, and the total number of instances where Collection Container size or Collection frequency was increased specifically due to contamination. Within 20 Work Days of request by City, Contractor shall provide copies of the Contamination Violation Notices and the digital documentation of contamination.

22.02.2.7 **Service Recipient Complaint Log.** The quarterly report shall include the Service Recipient call log collected from the previous Quarter.

22.03 **Annual Reporting.**

22.03.1 **General.** An annual report shall be submitted no later than 5 p.m. PT on January 31, 2023 and each January 31st thereafter for the previous Calendar Year. If January 31st falls on a day that City is closed, then the report will be due on the next Business Day. Annual reports shall be submitted electronically in software acceptable to the City. Failure to submit complete annual reporting by the due date will result in Liquidated Damages as specified in Exhibit 6. Annual reports to City shall include:
22.03.1.1 Financial Report. Contractor must prepare an annual financial report for submittal to City. At a minimum, the financial report must include the number of SFD Service Units and Commercial Service Units provided with Collection Services, including any additional services, Contractor’s gross billing and amount collected for each type of Service Unit, and cost of Recyclables Materials processing.

22.03.1.2 Annual Sustainability and Compliance Report. Contractor shall complete and submit data sections within their Sustainability and Compliance Plan to document education and outreach conducted, public event participation, school visits, compliance notices mailed, site visits, waste audits completed, information distributed, and media used, and community events hosted. This shall include public education activities undertaken during the year, including distribution of bill inserts, collection notification tags, community information and events, tours and other activities related to the provision of Collection Services, and shall discuss the impact of these activities on recycling program participation and include amounts collected from SFD, MFD, MXD, Commercial, and City Service Units. The report shall include a complete list of all non-exempt commercial accounts, which includes each non-exempt account’s status as a “covered generator” under AB 341, AB 1826 and SB 1383, the date and status of Contractor’s outreach efforts at each non-exempt account, and the current level of Recycling and Organics program participation at each non-exempt account.

22.03.1.3 Summary of Programs. An analysis of any Recycling and Organic Waste Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for Residential and Commercial programs.

22.03.1.4 Solid Waste Data. The number of SFD, MFD, MXD, Commercial, and City Service Units and the number of Collection Containers distributed by size and Service Unit type.

22.03.1.5 Waste Characterization Data. A breakdown of Solid Waste (Garbage, Recycling, and Organics) by material type as per CalRecycle material classifications.

22.03.1.6 Recycling Data. Gross tons collected daily on average by material type by route for SFD, MFD, MXD, Commercial, and City Recycling service, with map of routes. The average participation rates by quarter relative to the total number of Service Units by Service Unit type. Indicate, by material type (and grade where appropriate), annual totals of Recyclable Materials processed including facility name and location, average cost or price received per ton and total recycling cost or revenue received for the year. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate number of Recycling Collection Containers distributed by size and Service Unit type. Also provide annual totals and location for residue disposed.

22.03.1.7 Organic Waste Data. Include average daily gross tons Collected by route with map of routes. Include the total number of generators that receive...
each type of Organic Waste Collection Service provided by the Contractor. Indicate average daily number of set-outs by route. Indicate average participation rates relative to the total number of Service Units in terms of weekly set-out counts. Indicate number of Organic Waste Collection Containers distributed by size and Service Unit type. Indicate, by material type, annual totals of Organic Materials processed including facility name and location, average cost or price received per ton and total organics cost or revenue received for the year. Provide totals and location for Residue Disposed. Include the number of route reviews conducted for prohibited contaminants and the number of Non-Collection Notices issued to Service Recipients.

22.03.1.8 Customer Service Log. A copy of the customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pickups and responses to such calls.

22.03.1.9 Customer Service Information Sheet. A copy of Contractor’s most recent customer service information sheet (i.e., customer call center “cheat sheet”) for the Service Area, or the equivalent information used by customer service representatives.

22.03.1.10 Overweight Vehicle Data. A summary of all instances of overweight Collection Vehicles. This summary shall include the number of overweight vehicle instances as a percentage of the total number of Collection Vehicle loads transported during the Calendar Year.

22.03.1.11 Summary Narrative. A summary narrative of problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-Collection Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity. Include description of processed material loads rejected for sale, reason for rejection and disposition of load after rejection.

22.03.1.12 Collection Container and Vehicle Inventory. An updated complete inventory of Collection Containers by type and size, and an updated complete inventory of Collection Vehicles including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight, license plate number, fuel type and vehicle make and model.

22.03.1.13 Diversion Rate. Contractor shall provide documentation acceptable to City in its reasonable judgment stating and supporting the Calendar Year’s Franchise Diversion Rate, as calculated in accordance with the provisions of Article 9. Any tonnages diverted and disposed from large venues and events during the reporting period will be counted towards the calculated diversion rate.

22.03.1.14 AB 341, AB 1826, and SB 1383 Compliance Data. Contractor shall report the total number of Commercial and MFD/MXD Service Units serviced and the number of containers, container sizes and frequency of collection for
Garbage, Recyclable Materials and Organic Waste for each non-exempt Commercial and MFD/MXD Service Unit. Contractor must also provide the following information separately for both AB 341 and AB 1826:

a) The total number of non-exempt Commercial, MFD, and MXD Service Units that fall under the AB 341 or AB 1826 thresholds, and the total number of those non-exempt Commercial, MFD, and MXD Service Units that are not subscribed to Commercial, MFD, or MXD Recycling Collection Service or Commercial, MFD, or MXD Organics Collection Service.

b) A summary of the type of follow-up outreach that was provided to those non-exempt Commercial, MFD, and MXD Service Units that are not subscribed to Commercial, MFD, or MXD Recycling Collection Service or Commercial, MFD, or MXD Organics Collection Service.

22.04 Diversion Calculation and Data. By 5 p.m. PT on February 14, 2023 and annually thereafter during the term of this Agreement, Contractor must deliver to City, in the format specified by City, the Calendar Year's Franchised Diversion Rate, as calculated in accordance with the provisions of Article 9. Any tonnages Diverted and disposed from large venues and events during the reporting period will be counted towards the calculated Diversion rate.

22.05 CalRecycle Reports. Contractor shall provide reasonable assistance to City in preparing annual reports to CalRecycle (the "Electronic Annual Report" or EAR), including supplying required data for preparation of the reports, and completing all required data input in the Waste Reporting System.

22.05.1 In the event that CalRecycle requires City to report an Implementation Schedule to comply with AB 341, AB 1826, SB 1383, SB 1594 and other applicable laws, Contractor will provide assistance to City in preparing a report, including Contractor's policies and procedures related to compliance with AB 341, AB 1826, SB 1383, and other applicable laws and how Recyclable Materials or Organic Waste are collected, a description of the geographic area, routes, list of addresses served and a method for tracking contamination, copies of route audits, copies of notice of contamination, copies of notices, violations, education and enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters, website, and social media.

22.06 Waste Characterization Audit. Contractor shall conduct statistically-valid waste audits of Residential and Commercial Service Recipients' waste once annually, including Recycling, Garbage, and Organic Waste, and provide characterization data to the City as part of its Annual Report. Material types and guidance shall follow CalRecycle requirements and recommendations.
22.07 **Additional Reporting.** Contractor must furnish City with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

**Article 23. Nondiscrimination**

23.01 **Nondiscrimination.** In the performance of all work and services under this Agreement, Contractor may not discriminate against any person based on such person’s race, sex, color, national origin, religion, marital status, or sexual orientation. Contractor must comply with applicable laws regarding nondiscrimination, including those prohibiting discrimination in employment.

**Article 24. Service Inquiries and Complaints**

24.01 **Contractor’s Customer Service.** All service inquiries and complaints will be directed to Contractor. A representative of Contractor shall be available to receive the complaints during normal business hours. All service complaints shall be handled by Contractor in a prompt and efficient manner. In the case of a dispute between Contractor and a Service Recipient, the matter will be reviewed, and a decision made by the Contract Administrator.

24.01.1 Contractor will utilize the customer service log to maintain a record of all inquiries and complaints in a manner prescribed by City.

24.01.2 For those complaints related to missed Collections, where Containers are properly and timely set out, that are received by 12:00 noon on a Work Day, Contractor shall return to the Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 12:00 noon on a Work Day, Contractor shall have until the end of the following Work Day to resolve the complaint.

24.01.3 Contractor acknowledges that it is in the best interest of City that all Garbage, Recyclable Materials, and Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally be Collected as set forth above regardless of the reason that the Collection was missed. However, in the event a Service Recipient requests missed Collection service more than two times in any consecutive two month period the Contract Administrator will work with Contractor to determine an appropriate resolution to that situation. In the event Contractor believes any complaint to be without merit, Contractor shall notify the Contract Administrator, by e-mail. The Contract Administrator will investigate all disputed complaints and render a decision.

24.01.4 Contractor’s service and emergency telephone numbers must be accessible by a local (City) phone number or toll-free number. The service telephone number(s) must be listed in the area’s telephone directories under Contractor’s name in the White Pages and available through an online search and listed on Contractor’s website.
Article 25. Quality of Performance of Contractor

25.01 Intent. Contractor acknowledges that one of City's primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Service Recipient satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials collected are put to the highest and best use to the extent possible.

25.02 Liquidated Damages. Quality performance by Contractor is of primary importance. Contractor shall pay City Liquidated Damages as detailed in Exhibit 6 should Contractor fail to meet its responsibilities under this Agreement. Should Contractor be in breach of the requirements set forth in this Agreement, it is mutually understood and agreed that the public will necessarily suffer damages and that such damages, from the nature of the default in performance will be extremely difficult and impractical to fix. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which will be incurred by City as a result of a breach by Contractor of its obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) services might be available at substantially lower costs than alternative services, and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

25.03 Procedure for Review of Liquidated Damages. On a monthly basis, the Contract Administrator may assess Liquidated Damages as specified in Exhibit 6. At the end of each month during the term of this Agreement, the Contract Administrator will issue a written notice to Contractor ("Notice of Assessment") of the Liquidated Damages assessed and the basis for each assessment.

25.03.1 The assessment will become final unless, within 10 days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.

25.03.2 The Contract Administrator will schedule a meeting between Contractor and the City Manager as soon as reasonably possible after timely receipt of Contractor's request.

25.03.3 The City Manager will review Contractor's evidence and render a decision sustaining or reversing the Liquidated Damages as soon as reasonably possible after the meeting. Written notice of the decision will be provided to Contractor. The City Manager's decision shall be final.
25.03.4 In the event Contractor does not submit a written request for a meeting within 10 days of the date of the Notice of Assessment, the Contract Administrator's determination will be final.

25.03.5 City's assessment or collection of Liquidated Damages will not prevent City from exercising any other right or remedy, including the right to terminate this Agreement, for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

25.04 **Uncontrollable Circumstances.**

25.04.1 If either party is prevented from or delayed in performing its duties under this Agreement by Force Majeure circumstances beyond its control or Change in Law, the party claiming excuse from performance shall promptly notify the other party when it learns of the existence of such cause, including the facts constituting such cause, and when such cause has terminated.

25.04.2 The interruption of Collection Services by a Force Majeure event or Change in Law shall not constitute a default under this Agreement. However, if the Force Majeure causing such interruption is a labor disturbance lasting longer than five Business Days, then Contractor shall be subject to all nonperformance penalties specified in this Agreement. Additionally, if a labor disturbance results in interruption of the Collection Services for 14 consecutive days, then, City may immediately terminate this Agreement for default.

**Article 26. Performance Bond**

26.01 **Performance Bond.** Contractor shall furnish to City within 10 Business Days of execution of this Agreement, and shall annually renew, a bond for the faithful performance of this Agreement. Such bond shall be in the amount of $500,000 and shall be on a form approved by the City Attorney.

26.02 The performance bond shall be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poor; and included on the list of surety companies approved by the Treasurer of the United States.

26.03 In the event City draws on the performance bond, all of City's costs of collection and enforcement of the bond, including reasonable attorney's fees and costs, shall be paid by Contractor.

**Article 27. Insurance**

27.01 **Insurance Policies.** Contractor shall secure and maintain throughout the term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with Contractor's performance of Collection Services. Contractor's performance of Collection Services includes performance by Contractor's employees, agents, representatives and subcontractors.
27.02 **Minimum Scope of Insurance.** Insurance coverage shall be at least this broad:

27.02.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001), including X, C, U where applicable.

27.02.2 Insurance Services Office Form No. CA 0020 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must also include code 8, "hired autos" and code 9 "non-owned autos".

27.02.3 Workers' Compensation insurance as required by the California Labor Code and Employers Liability Insurance.

27.02.4 Environmental Pollution Liability Insurance.

27.03 **Minimum Limits of Insurance.** Contractor shall maintain insurance limits no less than:

27.03.1 **Comprehensive General Liability:** $3,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit will apply separately to this Agreement or the general aggregate limit must be $6,000,000.

27.03.2 **Automobile Liability:** $10,000,000 combined single limit per accident for bodily injury and property damage.

27.03.3 **Workers' Compensation and Employers Liability:** Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of $1,000,000 per accident.

27.03.4 **Environmental Pollution Liability:** $3,000,000 per occurrence and $6,000,000 aggregate, with five years tail coverage. Coverage shall include bodily injury or property damage arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants resulting from Contractor's operations.

27.03.5 **Cyber Liability Insurance.** Applicable to the work being performed covering cyber liability that names City as an additional insured, with a limit no less than $5,000,000 per claim or occurrence and $5,000,000 aggregate per policy period of one year.

27.03.6 If Contractor maintains higher limits than the minimum shown above, City requires and shall be entitled to coverage for the higher limits maintained by
Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

27.04 **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention must be declared to City’s risk manager. Should City form a reasonable belief that Contractor may be unable to pay any deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City’s risk manager.

27.05 **Endorsements.** The policies are to contain, or be endorsed to contain, the following provisions:

27.05.1 **General Liability, Automobile and Environmental Liability Coverage.**

27.05.1.1 City, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage must contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.

27.05.1.2 Contractor’s insurance coverage shall be primary insurance as respects City, its officers, employees, agents and contractors. Any insurance, or self-insurance maintained by City, its officers, employees, agents or contractors will be in excess of Contractor’s insurance and will not contribute with it.

27.05.1.3 Any failure to comply with reporting provisions of the policies will not affect coverage provided to City, its officers, employees, agents, or contractors.

27.05.1.4 Coverage must State that Contractor’s insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

27.05.2 **All Coverage.** Each insurance policy required by this Agreement must be endorsed to state that coverage may not be canceled except after 30 days (10 days in the event of cancellation for non-payment) prior written notice has been given to City. Moreover, Contractor will not order the cancellation of any required insurance policy or change in insurance policy limits without 30 days prior written notice to City by Contractor.

27.06 **Acceptability of Insurers.** Insurance is to be placed with insurers having an A.M. Best rating of A-III or better.

27.07 **Verification of Coverage.** Contractor shall furnish City with certificates of insurance and with copies of endorsements affecting coverage required by this
Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Contractor must furnish City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

27.07.1 Proof of insurance must be mailed to the following address or any subsequent address as may be directed by the City:

City of Westlake Village
31200 Oak Crest Dr.
Westlake Village, CA 91361

27.08 Subcontractors. Contractor shall include all subcontractors performing services in Westlake Village as insureds under its policies or subcontractors must obtain separate certificates and endorsements.

27.09 Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by City’s risk manager, in writing, upon the request of Contractor if City’s risk manager determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

27.10 Rights of Subrogation. All required insurance policies shall preclude any underwriter’s rights of recovery or subrogation against City with respect to matters related to Contractor’s performance of its obligations under this Agreement, with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they will have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses ‘Other Insurance Provisions’ and ‘Insured Duties in the Event of an Occurrence, Claim or Suit’ as it appears in any policy of insurance in which City is named as an additional insured shall not apply to City.

27.11 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as required by this Agreement, Contractor shall have seven days to cure the defect, during which time City shall have the option, but not the obligation to, at Contractor’s sole expense: (i) hire replacement waste hauler services to perform Contractor’s tasks until insurance coverage is resumed; or (ii) obtain replacement insurance coverage during such cure period; provided, however, that if Contractor is not reasonably able to cure such defect within seven days of receiving notice from the City, Contractor shall not be deemed to have breached this Agreement if Contractor has begun to cure such defect within the seven day period. Should Contractor fail to correct this defect, City shall have the option to terminate this Agreement immediately.
Article 28. Hold Harmless and Indemnification

28.01 Hold Harmless for Contractor's Damages. Contractor shall hold harmless the Indemnitees from all of Contractor's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

28.02 Defense and Indemnity of Third Party Claims/Liability. Contractor shall, to the extent permitted by law, indemnify, defend with legal counsel reasonably approved by City, and hold harmless the Indemnitees from and against all liability including loss, damage, expense, cost (including reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's active negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage that is caused by the active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City reasonably find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including reasonable legal counsel fees, expert fees and all other costs and fees of litigation. Contractor shall promptly pay City any final judgment rendered against the Indemnitees with respect to claims determined by a trier of fact to have been the result of Contractor's negligent, reckless or wrongful performance of this Agreement. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive expiration or termination of this Agreement.

28.02.1 Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City to the extent caused by the active negligence of Contractor.

28.03 Nonwaiver. City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by City, or the deposit with City, of any insurance certificates or policies described in Article 27.
28.04 **Diversion Indemnification.** Subject to the requirements of Public Resources Code Section 40059.1, which will control in the event of any conflict with the provisions of this Section, Contractor agrees to protect and defend the Indemnitees with counsel selected by Contractor and reasonably approved by City, to pay all attorneys’ fees, and to indemnify and hold the Indemnitees harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board if the Diversion goals specified in Public Resources Code Section 41780 are not met by City with respect to the Materials Collected by Contractor and if the lack in meeting such goals are attributable to the failure of Contractor to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a compliance order or a fine or fines, Contractor shall be responsible for engaging any consultants or attorneys necessary to represent City in any challenge. Contractor shall be responsible for the retention of and payment to any consultants engaged to perform waste generation studies (diversion and disposal). All consultants and attorneys engaged hereunder are subject to the agreement of City and Contractor.

28.05 **Hazardous Substances Indemnification.** Contractor shall indemnify, defend (with counsel reasonably approved by City), protect and hold harmless the Indemnitees from and against any and all Claims of any kind whatsoever paid, suffered or incurred by or against the Indemnitees resulting from any repair, cleanup, removal action or response action undertaken pursuant to CERCLA, the Health and Safety Code or other similar law with respect to Solid Waste or Household Hazardous Waste Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA and Health and Safety Code Section 25364 to defend, protect, hold harmless and indemnify the Indemnitees from all forms of liability under CERCLA, the Health and Safety Code, or other similar law.

28.06 **Proposition 218 Release.** City intends to comply with all applicable laws concerning the Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made a good faith determination that the Maximum Service Rates for the Solid Waste Collection Services provided under this Agreement are not subject to California Constitution Articles XIIIC and XIIID because, among other reasons, such services are provided by a private corporation and not by City pursuant to Article 5, Contractor independently establishes the rates for services within the limits established in this Agreement, the receipt of services is voluntary and not required of any property within City, and any owner or Service Recipient of property within City has the opportunity to avoid the services available under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is not generated. Accordingly, Contractor shall hold harmless and release the Indemnitees from and against any and all claims Contractor may have against the Indemnitees resulting in any form from the Maximum Service Rates provided for under this Agreement or in connection with the application of California Constitution Article XIIIC and Article XIIID to the imposition, payment or collection of the rates under this Agreement. This Section will survive the expiration or termination of this Agreement for claims arising prior to the expiration or termination of this Agreement.
28.07 **Consideration.** It is specifically understood and agreed that the consideration inuring to Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

28.08 **Obligation.** This Agreement obligates Contractor to comply with the foregoing indemnification and release provisions; however, the collateral obligation of providing insurance shall also be complied with as set forth in this Agreement.

28.09 **Subcontractors.** Contractor shall require all subcontractors performing work in Westlake Village to enter into a contract containing the provisions set forth in Section 27.01 in which contract the subcontractor fully indemnifies the Indemnities in accordance with this Agreement.

28.10 **Exception.** Notwithstanding other provisions of this Agreement, Contractor's obligation to indemnify, hold harmless and defend the Indemnites shall not extend to any loss, liability, penalty, damage, action or suit arising or resulting solely from acts or omissions constituting active negligence, willful misconduct, breach of this Agreement, or violation of law on the part of the Indemnites.

28.11 **Damage by Contractor.** If Contractor's employees or subcontractors cause any injury, damage or loss to City property, including City streets or curbs, excluding normal wear and tear, Contractor shall reimburse City for City's cost of repairing or replacing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by Contractor at Contractor's sole expense. Disputes between Contractor and Service Recipients or private property owners as to damage to private property are civil matters and complaints of damage will be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 27.01.

**Article 29. Default**

29.01 **Termination.** City may terminate this Agreement for default, by giving Contractor 30 days advance written notice, upon the happening of any one of the following events:

29.01.1 Contractor takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under a bankruptcy law, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property.

29.01.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking its reorganization or the readjustment of its
indebtedness under a bankruptcy law; provided, however, that if any such judgment or order is stayed or vacated within 60 days after the entry thereof, then any notice of default will be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, such default will be deemed immediate.

29.01.3 A receiver, trustee, or liquidator takes possession or control of all or substantially all of the property of Contractor, and such possession or control continues in effect for a period of 60 days.

29.01.4 Failure by Contractor to pay any amount owed by Contractor to the City under this Agreement by the deadline such payment is due, where such failure to pay continues for 10 Business Days following City's issuance of a notice that such amount is past due.

29.01.5 Receipt by Contractor during any Calendar Year of more than six written default notices, irrespective of the cure thereof by Contractor.

29.01.6 Breach or non-performance of any material covenant or provision of this Agreement not otherwise described in this Article, where Contractor fails to cure such breach or non-performance within 30 days after City's issuance of a default notice (or, in the case of a breach or non-performance that reasonably requires more than 30 days to cure, where Contractor fails to commence the cure within such 30 days or thereafter fails diligently to prosecute the same to completion). Contractor shall have the burden of proof to demonstrate (a) that the default cannot be cured within 30 days, and (b) that Contractor is proceeding with diligence to complete the cure.

29.01.7 Notwithstanding any other provision of this Agreement, if Contractor fails to provide Collection Services for a period of three consecutive Work Days, City may secure Contractor's records on the fourth Work Day in order to provide for interim Collection Services until such time as the matter is resolved and Contractor is again able to perform pursuant to this Agreement.

29.01.8 Failure by Contractor to perform Collection Services for 14 consecutive days shall constitute grounds for City to terminate this Agreement immediately.

29.02 Effective Date. In the event of a Default as set forth in this Section, and except as otherwise provided in this Agreement, termination will be effective upon the date specified in City's written notice to Contractor and upon such date this Agreement will be deemed immediately terminated and upon such termination, except for payment of services rendered up to and including the date of termination, all liability of City under this Agreement to Contractor will cease, and City will have the right to call the performance bond and will be free to negotiate with other contractors for the operation of interim and long-term Collection Services. Contractor must reimburse City for all direct and indirect costs of providing any interim Collection Services as a result of Contractor's default in this Agreement.
29.03 **Termination Cumulative.** City’s right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

29.04 **Alternative Service.** Should Contractor, for any reason, except the occurrence or existence of any of the events or conditions set forth in Section 25.04 or a Change in Law, refuse or be unable for a period of more than 48 hours, to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager, in the reasonable exercise of the City Manager’s discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City will have the right to contract with another Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant to this Contract. City must provide 24 hours prior written notice to Contractor during the period of such event, before contracting with another Solid Waste enterprise to Collect any or all Solid Waste that Contractor would otherwise collect pursuant to this Agreement for the period during which Contractor is unable to provide such services. In such event, Contractor must undertake commercially reasonable efforts to identify sources from which such substitute Solid Waste services are immediately available and must reimburse City for all of its expenses for such substitute services during period in which Contractor is unable to provide Collection services required by this Agreement.

**Article 30. Amendments**

30.01 **City-Directed Change.** City may impose new rules and regulations on Contractor under this Agreement relative to the scope and methods of providing Collection Services as may from time-to-time be necessary and desirable for the public welfare. The size of Collection Containers specified herein for Bundled Service are designed to meet the requirements of the State’s recycling mandates including AB 341, AB 1826 and SB 1383, and to be appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organics Waste Processing Facilities as of the Commencement Date. City reserves the right to redirect materials to alternate facilities and change the designated sizes of Carts and/or Bins in Bundled Services in accordance with any such changes to the capabilities and capacities of such facilities during the term of this Agreement.

30.02 City will give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters, and agrees to adjust Maximum Service Rates to reflect additional costs borne by Contractor. The scope and method of providing Collection Services as referenced herein will be liberally construed to include procedures, operations and obligations, financial or otherwise, of Contractor. When such modifications are made to this Agreement, the parties shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. If the parties fail to agree upon a compensation adjustment within six months of the change request, then the compensation adjustment shall be submitted to mediation as described in Section 30.03.
30.02.1 **Change in Law.** City and Contractor understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Collection legislation, and that these and other changes in applicable law in the future which mandate certain actions or programs for counties, municipalities or Contractor may require changes or modifications in some of the terms, conditions or obligations under this Agreement. Contractor agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, will apply to all of the provisions of this Agreement and the Service Recipients of Contractor located within the Service Area. In the event any future Change in Law materially alters the obligations of Contractor, then the affected Maximum Service Rates, as established in Exhibit 1 of this Agreement will be adjusted in accordance with Section 7.08. Nothing contained in this Agreement will require any party to perform any act or function contrary to law. City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to Change in Law. When such modifications are made to this Agreement, City and Contractor will negotiate in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any Change in Law or modification in the Agreement under this Article. City and Contractor will not unreasonably withhold agreement to such compensation adjustment. Should agreement between City and Contractor on compensation adjustment not be reached within six months of the change request, or other period as agreed upon by both parties, City and Contractor agree to submit the compensation adjustment to binding arbitration as described in Section 30.03.

30.03 **Mediation.** Mediation shall be conducted by a single mediator. If, within 20 days from the receipt of a request to mediate (or such longer period mutually agreed to by the parties), the parties are unable to agree on a mediator, then a single mediator shall be appointed pursuant to the Commercial Arbitration Rules of the American Arbitration Association from a list of JAMS neutrals in the Los Angeles JAMS office unless the parties agree to another office. Each party shall bear its own costs and expenses of any arbitration. Each party shall pay one-half of the costs of the arbitrator.

**Article 31. Conflict of Interest**

31.01 **Financial Interest.** Contractor represents and warrants that is unaware of any City employee or official that has a financial interest in Contractor’s business. Contractor shall not offer, encourage or accept any financial interest in its business by any City employee or official.

**Article 32. Contractor’s Personnel**

32.01 **Personnel Requirements.** Contractor shall assign only qualified personnel to perform all services required under this Agreement, and shall be responsible for ensuring its employees comply with this Agreement and all applicable laws related to their employment and position. Contractor’s employees, officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as being employees or officials of City. City may request the transfer of any employee of Contractor who materially
violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the performance of their duties under this Agreement.

32.02 **Contract Manager.** Contractor shall designate a qualified employee to serve as its Contract Manager and must provide the name of that person in writing to City within 30 days prior to the effective date of this Agreement and annually by January 1st of each subsequent Calendar Year and any other time the person in that position changes. The Contract Manager shall be available to the City through the use of telecommunications equipment at all times that Contractor is providing Collection Services in the Service Area. The Contract Manager must provide City with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

32.03 **Service Supervisor.** Contractor shall assign a qualified employee to serve as Service Supervisor to be in charge of the Collection Service within the Service Area and shall provide the name of that person in writing to the Contract Administrator on or before the Effective Date, and thereafter annually before January 1st of each Calendar Year, and any other time Contractor changes the employee serving in that position changes. The Service Supervisor must be physically located in the Service Area and available to the Contract Administrator through the use of telecommunication equipment at all times that Contractor is providing Collection Services. In the event the Service Supervisor is unavailable due to illness or vacation, Contractor shall designate an substitute acceptable to the City who shall be available and shall have the authority to act in the same capacity as the Service Supervisor.

32.04 **Key Operations Staff.** Contractor shall provide a full-time Key Operations Staff consisting at a minimum of: one Operations Manager; one Route Supervisor; one Lead Mechanical Supervisor; and one Service Recipient Service Supervisor 100% dedicated to the City.

32.05 **Field Personnel.** Contractor's field operations personnel are required to wear a clean uniform shirt bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card. Each driver of a Collection Vehicle shall at all times carry a valid California driver's license and all other required licenses for the type of vehicle that is being operated.

32.06 **Labor Certifications.** Contractor certifies: (i) it is aware of the provisions of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the performance of the Services, Contractor shall not, in any manner, employ any person or contract with any person so that any part of this Agreement is so performed by such person would be subject to the workers' compensation laws of the State of California unless and until Contractor gives City a certificate of consent to self-insure or a certificate of workers' compensation insurance coverage; and (iii) in the event Contractor hires any subcontractor who has employees to perform the any part thereof, then Contractor shall either require the subcontractor to obtain workers' compensation insurance coverage, or must obtain workers' compensation insurance coverage for the
subcontractor's employees. Before commencing performance under this Agreement, Contractor shall provide to City evidence of any workers' compensation insurance coverage required by or for this Agreement, and all such coverage shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor its employees, its agents, and its subcontractors.

32.07 Employment & Labor Practices. Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs, and expenses of any nature to the extent arising from Contractor's personnel and labor practices. All duties of Contractor under this paragraph shall survive termination of this Agreement.

32.08 Subcontractors. Unless otherwise specified in Exhibit 5, Contractor shall not subcontract any portion of this Agreement without the prior written approval of the City Manager. Contractor is fully responsible to City for the performance of any and all subcontractors, if any, and shall require any subcontractors to maintain all applicable federal, state, and local licenses required for the work they are assigned to perform. Contractor shall require any subcontractors performing work in Westlake Village to enter into a written contract that requires such subcontractors to agree they are independent contractors and have no other agency relationship with City.

Article 33. Exempt Waste

33.01 Contractor is not required to Collect or dispose of Exempt Waste but may offer such services. All such Collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by Contractor must be in strict compliance with all applicable laws.

Article 34. Independent Contractor

34.01 In the performance of Collection Services, Contractor is an independent contractor and not an officer, agent, servant or employee of City. Contractor will have exclusive control of the details of the services and work performed and over all persons performing such services and work. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors or subcontractors will obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrued to City employees and Contractor expressly waives any claim to such benefits.

34.02 Subcontractors. Contractor shall require all subcontractors performing work in Westlake Village to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor agrees that Contractor and subcontractor are independent contractors and have no other agency relationship with City.
34.03 Contractor shall list in Exhibit 5 any Subcontractors to be used for any and all services (e.g. education and outreach, billing, customer service etc. including optional service – HHW Home Collection Program. Subcontractors are subject to approval by the City. Subcontractors must have all applicable federal, county, and City licenses for the work they are assigned to perform.

Article 35. Assignment

35.01 Except with respect to an affiliate, Contractor shall not assign, transfer or subcontract any interest in this Agreement or the performance of any of its obligations without the City Manager’s prior written consent. The City Manager shall have full direction to approve or deny, with or without cause, any request for assignment, transfer, or subcontracting of this Agreement. This prohibition shall not apply to an assignment to an Affiliate, which may be undertaken upon notice to City. In the event of any assignment approved by City, the assignee shall fully assume all the liabilities of Contractor by way of an assignment and assumption agreement approved by the City Attorney.

35.02 Any attempt by Contractor to assign, transfer or subcontract any rights, duties or obligations in violation of this Article shall be void and shall be grounds for City to terminate this Agreement immediately for default. Upon such termination, City may call the performance bond and negotiate Collection Services with other waste haulers.

35.03 An assignment to an Affiliate of Contractor may be undertaken upon notice to City, but without the requirement for its approval.

35.04 Contractor shall be responsible for directing the work of Contractor’s subcontractors and any compensation due or payable to Contractor’s subcontractor will be the sole responsibility of Contractor. The Contract Administrator may, for reasonable cause, require the removal of a subcontractor from performance of Collection Services. The subcontractors listed in Exhibit 5, if any, are approved by the City.

Article 36. Compliance with Laws

36.01 Contractor shall comply with the Waste Management Act, the Municipal Code, and all other applicable laws.

36.02 City shall provide written notice to Contractor of any planned Municipal Code amendment that may constitute a Change in Law. Such notice shall be provided at least 30 days prior to the City Council’s approval of such an amendment.

Article 37. Permits and Licenses

37.01 Contractor shall obtain and maintain, at its own expense, all permits and licenses required by law. Contractor shall provide proof of such permits and licenses, and shall demonstrate compliance with the terms and conditions of such permits and licenses, upon the request of the Contract Administrator.
Article 38. Ownership of Written Materials

38.01 Contractor hereby grants City a non-exclusive license as to all reports, documents, brochures, public education materials, and other similar written, printed, electronic or photographic materials developed by Contractor at the request of City or as required under this Agreement, and intended for public use, without limitation or restrictions on the use of such materials by City. Contractor may not use such materials that specifically reference City for other purposes without the prior written consent of the Contract Administrator. This Article 38 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

Article 39. Prohibition Against Gifts

39.01 Contractor represents that Contractor is familiar with City’s prohibition against the acceptance of any gift by a City officer or designated employee. Contractor may not offer any City officer or designated employee any gifts prohibited by law.

Article 40. Point of Contact

40.01 The day-to-day dealings between Contractor and City will be between Contractor and the Contract Administrator.

Article 41. Notices

41.01 Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party’s regular business hours or by e-mail before or during the receiving party’s regular business hours; (b) the Business Day after delivery, if delivered by e-mail after the receiving party’s regular business hours; or (c) on the second Business Day following deposit in the United States mail, postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

As to City:
City of Westlake Village
31200 Oak Crest Dr.
Westlake Village, CA 91361
Telephone: (818) 706-1613
email: planning@wlv.org

As to Contractor:
Waste Management
Attn: Asteghik Khajetoorians
Assistant General Counsel
9081 Tujunga Avenue
Sun Valley, CA 91352
41.02 Any notice delivered by e-mail that concerns breach or termination of this Agreement shall concurrently be sent by deposit in the United States mail, postage prepaid. Actual notice shall be deemed adequate on the date of occurrence regardless of the method of service.

41.03 Notice by City to Contractor of a Collection or other Service Recipient problem or complaint may be given to Contractor orally by telephone at Contractor’s local office with confirmation sent to Contractor through the customer service system by the end of the Work Day.

Article 42. Transition

42.01 Upon expiration or termination of this Agreement, Contractor shall cooperate fully with City and any subsequent waste hauler to assure a smooth transition of Collection Services. Such cooperation shall include transfer of computer data, files and tapes, excluding confidential information, proprietary information, and trade secrets, prepared or maintained by Contractor in accordance with this Agreement; providing routing information, route maps, vehicle fleet information, and list of Service Recipients; providing a complete inventory of all Collection Containers; providing adequate labor and equipment for Contractor to complete performance of all Collection Services; taking reasonable actions necessary to transfer ownership of Carts and Bins, as appropriate, to City including transporting such Collection Containers to a location designated by the Contract Administrator; coordinating Collection of Garbage, Organic Waste, and Recyclable Materials set out in new Collection Containers; and providing other reports and data required by this Agreement.

Article 43. Contractor’s Records

43.01 Contractor shall keep and preserve complete and accurate financial and accounting records pertaining to cash, billing, and disposal transactions for the Service Area, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be retained for the period required by law or for four years following expiration or other termination of this Agreement, whichever is greater.

43.02 Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit for the purposes set forth in Section 17.02.3, at any time during regular business hours, upon written request by the Contract Administrator, City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents will be provided to City electronically, available to City for inspection at the local Contractor office, or an alternate site if mutually agreed upon.
43.02.1 Contractor acknowledges that City is legally obligated to comply with the California Public Records Act ("CPRA"). City acknowledges that Contractor may consider certain records, reports, or information contained therein, which Contractor is required to provide to City under this Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform City in writing of which records are considered propriety or confidential and shall identify the statutory exceptions to disclosure provided under the CPRA that legally permit non-disclosure of the Records. At such time as City receives a request for records under the CPRA or Federal Freedom of Information Act or a subpoena or other court order requesting disclosure of the records, City shall notify Contractor of the request, subpoena or order and of City’s obligation and intent to provide a response within 10 days. Contractor shall within five days either: (i) consent in writing to the disclosure of the records; or (ii) seek and obtain, at Contractor’s sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the records. If Contractor fails to timely respond, then City may proceed to disclosure the records in which event Contractor agrees waives and releases City of any liability for the disclosure of the records.

43.03 Where City has reason to believe that such records may be lost or discarded in the event of the dissolution, disbandment or termination of Contractor’s business, City may, by written request or demand of any of the above-named officers, require that custody of the records be given to City and that the records be maintained in City Hall. Access to such records will be granted to any party authorized by Contractor, Contractor’s representatives, or Contractor’s successor-in-interest.

**Article 44. Severability**

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

**Article 45. Incorporation of Mandatory Language**

45.01 Each and every provision required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though such provision were included. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party this Agreement shall promptly be amended to make such insertion or correction.

**Article 46. Exhibits**

46.01 Exhibits 1 through 10 are incorporated into this Agreement by reference. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of an Exhibit, the provisions of this Agreement shall prevail.
Article 47. Litigation

47.01 This Agreement shall be governed by the laws of the State of California. In the event that either party shall commence legal action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs of suit including reasonable attorneys’ fees. The venue for litigation shall be Los Angeles County, California. The interpretation of this Agreement shall not be resolved by any rules of construction providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the disputed language.

Article 48. Entire Agreement

48.01 This Agreement (and the attached Exhibits) represents the entire and integrated contract between the parties regarding the Collection Services. This Agreement supersedes all prior oral or written negotiations, representations and contracts related to the Collection Services including the June 23, 2015 Solid Waste Collection Agreement executed by the parties, which shall be of no further force or effect. This Agreement may not be amended, nor any provision or breach waived, except in a writing that is signed by the parties and that expressly refers to this Agreement.
TO EXECUTE THIS AGREEMENT, the parties have caused their authorized representatives to sign below.

G.I. INDUSTRIES

By: [Signature] Print Name: [Print Name]

☐ Chairperson ☐ President ☐ Vice President ☐ Secretary ☐ Asst. Secretary
☐ Chief Finance Officer ☐ Asst. Treasurer

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF WESTLAKE VILLAGE

Brad Halpern, Mayor

Attest:

Antoinette Mann, City Clerk 8/3/2023

Approved as to form:

Terence Boga, City Attorney
# Exhibit 1

## City Approved Service Rates

### Residential Proposed Rates

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<th>Service Type</th>
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<tr>
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### Senior / Low Income Disc

- Senior / Low Income Disc: 10%
- Franchise Fees: 10% + $1/customer/month

### Additional Items

- $6.50 Residential REC/ORG Contamination Fee - per event
- $20.00 Residential Backyard Service monthly fee
- $53.00 Commercial REC/ORG Contamination Fee - per event
- $26.50 Commercial Overage Fee - per event

### Non - Recurring Services Residential

- $8.00 Additional pick-up
- $5.00 Extra bag (same day pick-up)
- $21.50 Set-up fee
- 18% Finance charges
- $30.00 Return check fee
- $25.00 Cart Cleaning / Cart Exchange
- $100.00 Cart Damage Replacement
- $20.00 Bulky svc (after two annual trips)
- $27.50 Resume Service Fee

### Non - Recurring Services Commercial

- $244.38 Temporary 3CY bins + disposal
- $75.00 Extra Pick-up Fees
- $21.50 Set-up fee
- $30.00 Return check fee
- 18% Finance charges
- $75.00 Bin Cleaning / Bin Exchange
- $300.00 Bin Damage - Significant
- $65.00 Return service same day

### Additional Items

- $323.83 Roll-off Service - rate per pull
- $383.83 Compactor Roll-off Service
- $205.00 Rolloff delivery fee / Trip Charge
- $12.00 Rolloff inactivity fee - daily rate after 7 days no activity
- $85.00 Contamination fee per ton
- $75.84 Trash Disposal rate per ton
- $85.39 Organics Disposal rate per ton
- $113.00 Foodwaste Disposal rate per ton
- $87.91 C&D Recycle Disposal rate per ton
**Bundled Commercial Rate - Westlake Village**

*One Trash Bin comes with up to same capacity recycling and one 64 gallon organics cart*

*Compactor = 2x standard rate*

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### Rate for additional recycling bin over and above bin provided with bundled rate

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<td>32 gallon cart 2x / wk</td>
<td>$34.65</td>
</tr>
<tr>
<td>32 gallon cart 3x / wk</td>
<td>$52.90</td>
</tr>
<tr>
<td>32 gallon cart 4x / wk</td>
<td>$72.15</td>
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<tr>
<td>32 gallon cart 5x / wk</td>
<td>$91.40</td>
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<tr>
<td>32 gallon cart 6x / wk</td>
<td>$110.65</td>
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<tr>
<td>64 gallon cart 1x / wk</td>
<td>$22.50</td>
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<tr>
<td>64 gallon cart 2x / wk</td>
<td>$40.50</td>
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<tr>
<td>64 gallon cart 3x / wk</td>
<td>$62.75</td>
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<tr>
<td>64 gallon cart 4x / wk</td>
<td>$84.70</td>
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<tr>
<td>64 gallon cart 5x / wk</td>
<td>$106.70</td>
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<tr>
<td>64 gallon cart 6x / wk</td>
<td>$128.04</td>
</tr>
<tr>
<td>96 gallon cart 1x / wk</td>
<td>$24.71</td>
</tr>
<tr>
<td>96 gallon cart 2x / wk</td>
<td>$43.17</td>
</tr>
<tr>
<td>96 gallon cart 3x / wk</td>
<td>$67.88</td>
</tr>
<tr>
<td>96 gallon cart 4x / wk</td>
<td>$91.57</td>
</tr>
<tr>
<td>96 gallon cart 5x / wk</td>
<td>$117.28</td>
</tr>
<tr>
<td>96 gallon cart 6x / wk</td>
<td>$141.98</td>
</tr>
<tr>
<td>1.5CY 1x / week</td>
<td>$61.78</td>
</tr>
<tr>
<td>1.5CY 2x / week</td>
<td>$103.09</td>
</tr>
<tr>
<td>1.5CY 3x / week</td>
<td>$144.25</td>
</tr>
<tr>
<td>1.5CY 4x / week</td>
<td>$189.79</td>
</tr>
<tr>
<td>1.5CY 5x / week</td>
<td>$235.28</td>
</tr>
<tr>
<td>1.5CY 6x / week</td>
<td>$296.83</td>
</tr>
<tr>
<td>2CY 1x / week</td>
<td>$61.78</td>
</tr>
<tr>
<td>2CY 2x / week</td>
<td>$107.96</td>
</tr>
<tr>
<td>2CY 3x / week</td>
<td>$167.43</td>
</tr>
<tr>
<td>2CY 4x / week</td>
<td>$208.09</td>
</tr>
<tr>
<td>2CY 5x / week</td>
<td>$253.37</td>
</tr>
<tr>
<td>2CY 6x / week</td>
<td>$310.66</td>
</tr>
<tr>
<td>3CY 1x / week</td>
<td>$65.06</td>
</tr>
<tr>
<td>3CY 2x / week</td>
<td>$127.12</td>
</tr>
<tr>
<td>3CY 3x / week</td>
<td>$179.66</td>
</tr>
<tr>
<td>3CY 4x / week</td>
<td>$219.75</td>
</tr>
<tr>
<td>3CY 5x / week</td>
<td>$269.63</td>
</tr>
<tr>
<td>3CY 6x / week</td>
<td>$324.96</td>
</tr>
<tr>
<td>4CY 1x / week</td>
<td>$98.52</td>
</tr>
<tr>
<td>4CY 2x / week</td>
<td>$172.11</td>
</tr>
<tr>
<td>4CY 3x / week</td>
<td>$253.44</td>
</tr>
<tr>
<td>4CY 4x / week</td>
<td>$346.29</td>
</tr>
<tr>
<td>4CY 5x / week</td>
<td>$428.50</td>
</tr>
<tr>
<td>4CY 6x / week</td>
<td>$554.06</td>
</tr>
<tr>
<td>6CY 1x / week</td>
<td>$129.60</td>
</tr>
<tr>
<td>6CY 2x / week</td>
<td>$228.34</td>
</tr>
<tr>
<td>6CY 3x / week</td>
<td>$345.97</td>
</tr>
<tr>
<td>6CY 4x / week</td>
<td>$454.39</td>
</tr>
<tr>
<td>6CY 5x / week</td>
<td>$559.62</td>
</tr>
<tr>
<td>6CY 6x / week</td>
<td>$668.83</td>
</tr>
</tbody>
</table>

### Rate for additional organics cart over and above cart provided with bundled rate

<table>
<thead>
<tr>
<th>Add'tl Organics Cart</th>
<th>Proposed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>64G 1x / week</td>
<td>$41.12</td>
</tr>
<tr>
<td>64G 2x / week</td>
<td>$80.16</td>
</tr>
<tr>
<td>64G 3x / week</td>
<td>$119.97</td>
</tr>
</tbody>
</table>

### Manure Rates

<table>
<thead>
<tr>
<th>Proposed Rate</th>
<th>Proposed Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>$75.05</td>
<td>1.5CY 1x / week $120.39</td>
</tr>
</tbody>
</table>

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## Exhibit 2
City Sponsored Events

<table>
<thead>
<tr>
<th>Event and Typical Location</th>
<th>Approximate Date</th>
<th>Minimum Service to be Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>TGIF Concert</td>
<td>Late May</td>
<td>2 x 4-yard bin&lt;br&gt;20 x cardboard trash cans</td>
</tr>
<tr>
<td>Civic Center</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concert in the Park</td>
<td>Mid June</td>
<td>2 x 4-yard bin&lt;br&gt;20 x cardboard trash cans&lt;br&gt;3 x standard portable toilets&lt;br&gt;1 x ADA portable toilet&lt;br&gt;2 x handwash stations</td>
</tr>
<tr>
<td>Berniece Bennett Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 4&lt;sup&gt;th&lt;/sup&gt; Parade</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>2 x 4-yard bin&lt;br&gt;30 x cardboard trash cans&lt;br&gt;3 x standard portable toilets&lt;br&gt;1 x ADA portable toilet&lt;br&gt;4 x handwash stations</td>
</tr>
<tr>
<td>Location 1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Berniece Bennett Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 4&lt;sup&gt;th&lt;/sup&gt; Parade</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>1 x 4-yard bin&lt;br&gt;10 x cardboard trash cans&lt;br&gt;1 x standard portable toilets&lt;br&gt;1 x ADA portable toilet&lt;br&gt;2 x handwash stations</td>
</tr>
<tr>
<td>Location 2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4415 Lakeview Canyon Road</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(Old hospital site)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 4&lt;sup&gt;th&lt;/sup&gt; Fireworks</td>
<td>July 4&lt;sup&gt;th&lt;/sup&gt;</td>
<td>1 x 40-yard roll-off container&lt;br&gt;30 x cardboard trash cans&lt;br&gt;11 x standard portable toilets&lt;br&gt;6 x ADA portable toilets&lt;br&gt;7 x handwash stations&lt;br&gt;2 x 3-compartment sinks with storage tanks meeting L.A. County Health Department standards</td>
</tr>
<tr>
<td>Westlake Golf Course</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concert in the Park</td>
<td>Mid July</td>
<td>2 x 4-yard bin&lt;br&gt;20 x cardboard trash cans&lt;br&gt;3 x standard portable toilets&lt;br&gt;1 x ADA portable toilet&lt;br&gt;2 x handwash stations</td>
</tr>
<tr>
<td>Berniece Bennett Park</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Event and Typical Location</td>
<td>Approximate Date</td>
<td>Minimum Service to be Provided</td>
</tr>
<tr>
<td>--------------------------------------------</td>
<td>------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Movie in the Park</td>
<td>Late July</td>
<td>1 x 4-yard bin</td>
</tr>
<tr>
<td>Berniece Bennett Park</td>
<td></td>
<td>20 x cardboard trash cans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 x standard portable toilets</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x ADA portable toilet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 x handwash stations</td>
</tr>
<tr>
<td>TGIF Concert</td>
<td>Early August</td>
<td>2 x 4-yard bin</td>
</tr>
<tr>
<td>Civic Center</td>
<td></td>
<td>20 x cardboard trash cans</td>
</tr>
<tr>
<td>Concert in the Park</td>
<td>Late August</td>
<td>2 x 4-yard bin</td>
</tr>
<tr>
<td>Berniece Bennett Park</td>
<td></td>
<td>20 x cardboard trash cans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3 x portable toilets</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x ADA portable toilet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2 x handwash stations</td>
</tr>
<tr>
<td>City Celebration</td>
<td>Mid October</td>
<td>1 x 40-yard roll-off container</td>
</tr>
<tr>
<td>Civic Center</td>
<td></td>
<td>20 x cardboard trash cans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 x portable toilets</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x ADA portable toilet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 x handwash stations</td>
</tr>
<tr>
<td>Halloween</td>
<td>October 31st</td>
<td>1 x 4-yard bin</td>
</tr>
<tr>
<td>Three Springs Park</td>
<td></td>
<td>20 x cardboard trash cans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x portable toilet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x ADA portable toilet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x handwash station</td>
</tr>
<tr>
<td>Holidays in the Village</td>
<td>Early December</td>
<td>1 x 40-yard roll-off container</td>
</tr>
<tr>
<td>Lakeview Canyon Drive</td>
<td></td>
<td>20 x cardboard trash cans</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 x portable toilets</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 x ADA portable toilet</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5 x handwash stations</td>
</tr>
</tbody>
</table>
### Exhibit 3
List of City Properties and Current Service Levels

<table>
<thead>
<tr>
<th>Facility Name</th>
<th>Address</th>
<th>Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Civic Center</td>
<td>31200 Oak Crest Drive</td>
<td>Cart Service, collected once per week</td>
</tr>
<tr>
<td>(inclusive of City Hall, Library,</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Large Community Room, and</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Small Community Room)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Berniece Bennett Park</td>
<td>31800 Village Center Road</td>
<td>None</td>
</tr>
<tr>
<td>Canyon Oaks Park</td>
<td>6200 Hedgewall Drive</td>
<td>None</td>
</tr>
<tr>
<td>Foxfield Park</td>
<td>31965 Foxfield Drive</td>
<td>None</td>
</tr>
<tr>
<td>Russell Ranch Park</td>
<td>30799 Russell Ranch Road</td>
<td>None</td>
</tr>
<tr>
<td>Three Springs Park</td>
<td>3000 Three Springs Drive</td>
<td>None</td>
</tr>
<tr>
<td>Westlake Village Community Park</td>
<td>31107 Thousand Oaks Boulevard</td>
<td>Bin Service, collected once per week</td>
</tr>
<tr>
<td>Westlake Village Dog Park</td>
<td>31400 Oak Crest Drive</td>
<td>None</td>
</tr>
</tbody>
</table>
Exhibit 4
Collection Container Specifications

E4.01 Cart Specifications.

E4.01.1 All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a 10 year warranty against defects.

E4.01.2 Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

E4.01.3 Contractor must provide Carts having an approximate volume of 64 and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

E4.01.4 Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

E4.01.5 Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

E4.01.6 Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

E4.01.7 Carts be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., serial number for carts), weight limit, and images of the type of materials to be Collected. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. Decals/labels showing types of materials collected in each Cart must be replaced annually.

E4.01.8 Contractor will provide Carts with uniform dark grey bodies and Cart lids will meet all applicable colors as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = trash, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle) at the start of services under this Agreement or as otherwise agreed to by the parties). Carts will meet all applicable labeling specifications as set forth by CalRecycle.

E4.02 Bin Specifications.

E4.02.1 Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition and without rust or dents.
E4.02.2 Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.

E4.02.3 Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4-cubic yards.

E4.02.4 Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

E4.02.5 Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or universal waste." Bins must be labelled in English and Spanish.

E4.02.6 Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in Exhibit 1.

E4.02.7 Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

E4.02.8 Bin lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = trash, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle).

E4.03 Roll-off Container Specifications.
Roll-off specifications shall be the same as Bin specifications E4.02.1 through E4.02.6, and E4.02.8. Roll-offs shall be provided in sizes 10, 20, 30, 40 cubic yards. Compactors shall be available in sizes 10, 20, 35, 40 cubic yards.

E4.04 Kitchen Food Waste Pails
No later than July 1, 2023, Contractor is responsible for the purchase and distribution, upon a customer's request, of fully assembled and functional Kitchen Food Waste Pails to SFD Service Units and MFD Cart Service customers. Each SFD Service Unit and MFD Cart Service customer will be provided one pail at no additional charge. The distribution to the SFD Service Unit or MFD Cart Service customer must be completed within three Work Days of receipt of notification from the SFD Service Unit or MFD Cart Service customer, as applicable.

E4.05 Containers End of Life
Collection Containers must be recycled at the end of their useful life.
Exhibit 5
List of Approved Subcontractors

There are no approved subcontractors.
Exhibit 6
Liquidated Damages

<table>
<thead>
<tr>
<th>Item</th>
<th>Not Subject to Cure</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Failure to respond to each complaint within three (3) Work Days of receipt of complaint.</td>
<td>$100 per incident per Service Recipient.</td>
</tr>
<tr>
<td>b. Failure to submit to City all payments by the deadlines required under the provisions of this Agreement.</td>
<td>1% of the total amount due if fees are 1 - 10 days late; and 10% of the total amount due if fees are more than 10 days late.</td>
</tr>
<tr>
<td>c. Failure to repair or replace damaged Containers within the time required by this Agreement, that exceeds 20 in any Calendar year.</td>
<td>$1,000 per Calendar year, plus $10 per incident.</td>
</tr>
<tr>
<td>d. Failure to maintain call center hours as required by this Agreement.</td>
<td>$100 per day.</td>
</tr>
<tr>
<td>e. Failure to submit to City all reports by the deadlines required under the provisions of this Agreement.</td>
<td>$100 per day.</td>
</tr>
<tr>
<td>f. Failure to include all parts of quarterly and annual reports specified in Sections 22.02 and 22.03 in the submitted report</td>
<td>$100 per day.</td>
</tr>
<tr>
<td>g. Failure for Collection Container to be compliant with specifications of Exhibit 4.</td>
<td>$50.00/each Collection Container not compliant.</td>
</tr>
<tr>
<td>h. Failure for Collection Container to be compliant with SB 1383 labeling requirements.</td>
<td>$50.00/each Collection Container not compliant.</td>
</tr>
<tr>
<td>i. Failure to display Contractor's name and customer service phone number on Collection Vehicles.</td>
<td>$100 per vehicle.</td>
</tr>
<tr>
<td>j. Failure to Collect a missed collection Container by close of the next Work Day upon notice to Contractor, that exceeds 20 in any Calendar Year.</td>
<td>$1,000 per Calendar year, plus $10 per incident per day.</td>
</tr>
<tr>
<td>k. Failure to maintain collection hours as required by this Agreement.</td>
<td>$100 per day.</td>
</tr>
<tr>
<td>Item</td>
<td>Amount if Not Cured in 30 Days</td>
</tr>
<tr>
<td>------</td>
<td>--------------------------------</td>
</tr>
<tr>
<td>l.</td>
<td>Failure to have Contractor personnel in Contractor-provided uniforms.</td>
</tr>
<tr>
<td>m.</td>
<td>Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 6.07 and 6.13.</td>
</tr>
<tr>
<td>n.</td>
<td>Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three during any 12 month period.</td>
</tr>
<tr>
<td>o.</td>
<td>Failure of Contractor to provide proof of performance bond as required by this Agreement by the Commencement Date.</td>
</tr>
<tr>
<td>p.</td>
<td>Failure of Contractor to provide proof of insurance as required by this Agreement by the Commencement Date.</td>
</tr>
<tr>
<td>q.</td>
<td>Failure to provide City with corrective action plan verifying Diversion, as described in Section 9.01.4, was achieved.</td>
</tr>
<tr>
<td>r.</td>
<td>Failure to Collect holiday trees on Collection Days.</td>
</tr>
<tr>
<td>s.</td>
<td>Failure to commence service to a new Service Recipient within seven days after order.</td>
</tr>
<tr>
<td>t.</td>
<td>Failure to initially respond to a Service Recipient complaint within one business day.</td>
</tr>
</tbody>
</table>
Exhibit 7
Sustainability and Compliance Plan

Consistent with the requirements of SB 1383, WM will distribute a notice detailing all relevant elements of the regulation to all customers prior to July 2022. Additionally, WM will distribute educational information and Guide to Residential carts with new cart deliveries.

Attachments 6, 7, 8 & 9 provide examples of SB 1383 targeted Outreach & Education that WM uses in other jurisdictions. Most of the City's bullet points shown below are addressed in the examples. Any messaging that the City would like to include can be easily added when we are working together to develop the customized program for Westlake Village.

- Information on organic waste generator requirements to properly separate materials in appropriate containers and provide labeling and education to employees and tenants on new requirements;
- Methods for prevention of organic waste and recycling organic waste on-site;
- Community compost giveaways;
- Information on methane reduction benefits;
- List of approved haulers and how to recycle;
- Public health and safety and environmental impacts;
- Information for edible food recovery programs;
- Details about the edible food recovery program; and
- Any self-haul requirements.

The table below and on the following pages includes specific diversion tasks and programs, target customer segment, diversion area targeted and a description of the activity to be completed.

<table>
<thead>
<tr>
<th>Task / Program</th>
<th>Target Customer</th>
<th>Diversion Target</th>
<th>Description of Activity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sustainability/Compliance</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction, E-waste, HHW, Sharps, Edible Food</td>
<td>WM's Sustainability / Compliance Representative will conduct site visits and provide outreach and education in support of meeting City and CalRecycle Diversion requirements and meet State mandates.</td>
</tr>
<tr>
<td>Compliance Representative</td>
<td></td>
<td>Recovery, Bulky Items</td>
<td></td>
</tr>
<tr>
<td>Sustainability &amp; Compliance Plan</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction, E-waste, HHW, Sharps, Edible Food</td>
<td>WM will prepare, submit and implement an annual Sustainability and Compliance Plan to guide our work efforts. This Plan will include measures to meet diversion targets, increase diversion and participation in recycling and organics programs, and target</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Recovery, Bulky Items</td>
<td></td>
</tr>
<tr>
<td>Task / Program</td>
<td>Target Customer</td>
<td>Diversion Target</td>
<td>Description of Activity</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------------------------</td>
<td>----------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>City-Specific Website</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction, E-waste, HHW, Sharps, Edible Food Recovery, Bulky Items</td>
<td>WM will maintain a Westlake Village specific website content to reflect current services and rates, and usage of Recyclable Materials and Organics services, container set out instructions, educational materials, newsletters, program descriptions, list of recyclable materials, Senior/Low Income discount program, contact information as well as allow customers to submit service changes, inquiries, complaints or queries.</td>
</tr>
<tr>
<td>Annual Notice to Service Recipients</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction, E-waste, HHW, Sharps, Edible Food Recovery, Bulky Items, Textiles</td>
<td>On an annual basis, a notice will be published and distributed (within customer invoice or electronically) to all Westlake Village customers regarding the full range of services offered. The notice must contain (i) definitions of the materials to be Collected, (ii) procedures for setting out materials, (iii) the days when Garbage Collection Services, Recycling Services, and Organic Waste Collection Services will be provided, (iv) Contractor’s local customer service phone number, (v) instructions on the proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable Materials or Organic Waste Containers, (vii) how to select Container sizes to maximize diversion, (viii) participation in Recycling and Organic Waste programs, (ix) the fees for overage and Contamination in the event of non-compliance, (x) the availability of</td>
</tr>
<tr>
<td>Task / Program</td>
<td>Target Customer</td>
<td>Diversion Target</td>
<td>Description of Activity</td>
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<tr>
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</tr>
<tr>
<td>Recycling Education Resources / Recyclables List</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling</td>
<td>WM will maintain an accurate list of recyclable materials on its website and promote proper recycling to customers.</td>
</tr>
<tr>
<td>Quarterly Newsletters</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction, E-waste, HHW, Sharps, Edible Food Recovery, Bulky Items, Textiles</td>
<td>WM will distribute a quarterly newsletter, included in customer invoices or electronically, covering tips on recycling properly, use of organics containers, composting, battery and electronics education, prevention of contamination issues, proper collection container placement, resource information, and HHW education.</td>
</tr>
<tr>
<td>City and Community Events</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction, E-waste, HHW, Sharps, Edible Food Recovery, Bulky Items, Textiles</td>
<td>To increase diversion and participation and to promote organics and recycling education and awareness, WM will continue to participate in community events and provide recycling presentations to community groups. Additionally, at City staff direction, WM will provide regular City Council updates and hold additional community meetings.</td>
</tr>
<tr>
<td>Collateral Education Material Distribution</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction, E-waste, HHW, Sharps, Edible</td>
<td>WM will provide educational materials on acceptable recyclable and organic materials, bulky item collection, and proper disposal/recycling of household</td>
</tr>
<tr>
<td>Task / Program</td>
<td>Target Customer</td>
<td>Diversion Target</td>
<td>Description of Activity</td>
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<tr>
<td>Green Waste Discount</td>
<td>SFD</td>
<td>Organics</td>
<td>With the ability to receive a discount for declining green waste service no longer being an option, those customers will be notified of the required service change and organic waste collection containers will be delivered.</td>
</tr>
<tr>
<td>Phase Out / Distribution of Organics Carts</td>
<td></td>
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</tr>
<tr>
<td>Distribute Kitchen Waste Pails</td>
<td>SFD, MFD</td>
<td>Organics</td>
<td>WM will distribute one (1) kitchen waste food pail per Dwelling Unit to SFD and MFD customers along with education on how to use the pail to assist with the diversion of organic waste.</td>
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<tr>
<td>Contamination Identification &amp; Notifications</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction</td>
<td>WM will conduct visual or digital inspections of recycling and organics containers. If contamination in excess of allowable thresholds is observed, WM will notify the customer of the incident, take corrective actions and document both incident and actions taken for review and reporting.</td>
</tr>
<tr>
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<tr>
<td>Regulatory Compliance Notices (AB 341, AB 1826, SB 1383, AB 827)</td>
<td>MFD, MXD Commercial</td>
<td>Recycling, Organics, Edible Food Recovery, Self-Haul / Third-Party Activity</td>
<td>Compliance notices will be sent quarterly to all eligible Commercial entities and MFDs/MXDs that do not subscribe to recycling and/or organic waste collection service and/or do not provide an alternate method for diverting recyclables and/or organic waste.</td>
</tr>
<tr>
<td>Task / Program</td>
<td>Target Customer</td>
<td>Diversion Target</td>
<td>Description of Activity</td>
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</tr>
<tr>
<td>MCR/MORe Site Visits</td>
<td>MFD, MXD Commercial</td>
<td>Recycling, Organics, Edible Food Recovery, Self-Haul / Third-Party Activity</td>
<td>Site visits will be conducted with all eligible Commercial entities and MFDs/MXDs once per year for the first three years and thereafter every other year for businesses that subscribe to diversion services and every year for businesses that do not subscribe to diversion service in conformance with AB 341, AB 1826 and SB 1383.</td>
</tr>
<tr>
<td>Waste Audits</td>
<td>MFD, MXD Commercial</td>
<td>Recycling, Organics, Edible Food Recovery, Self-Haul / Third-Party Activity</td>
<td>Recycling and Solid Waste audits will be conducted with twenty (20) Commercial or MXD Service Recipients per month with recommendations provided on how to improve overall resource efficiency.</td>
</tr>
<tr>
<td>Service Recipient Personnel / Tenant Outreach and Training</td>
<td>MFD, MXD Commercial</td>
<td>Recycling, Organics</td>
<td>WM will continue to provide free training to assist customers’ employees (management, employees, janitors, etc.) or community / property tenants to participate in their location’s waste and recycling programs.</td>
</tr>
<tr>
<td>Right-Sizing Containers</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Recycling, Organics, Contamination Reduction</td>
<td>Identification of right-sizing opportunities to maximize diversion from SFD, MFD, MXD and Commercial Service Recipients.</td>
</tr>
<tr>
<td>MFD Owners &amp; Managers Toolkit</td>
<td>MFD (&amp; MXD as applicable)</td>
<td>Recycling, Organics, Contamination Reduction</td>
<td>WM to provide a digital outreach toolkit for multifamily property owners and managers. The toolkit contains sample outreach materials, signage, flyers, images and verbiage that can be included in their tenant notifications, emails and newsletters.</td>
</tr>
<tr>
<td>Task / Program</td>
<td>Target Customer</td>
<td>Diversion Target</td>
<td>Description of Activity</td>
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</tr>
<tr>
<td>Recycling Hero Awards</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>All</td>
<td>To reinforce good recycling and organic waste recycling actions, WM will recognize “Recycle Heroes” annually at a City Council meeting.</td>
</tr>
<tr>
<td>School Education and Outreach</td>
<td>Schools</td>
<td>Organics, Recycling, E-waste, Edible Food Recovery, &amp; Reuse</td>
<td>WM will provide educational programming and outreach materials to local schools on an annual basis to educate students and faculty on proper recycling and disposal practices.</td>
</tr>
<tr>
<td>Acceptable Materials Labeling</td>
<td>All (SFD, MFD, MXD Commercial)</td>
<td>Organics, Recycling, Contamination Reduction</td>
<td>WM will review Recycling and Organics Collection Containers for proper labeling of acceptable materials and identify those needing to be updated or replaced.</td>
</tr>
<tr>
<td>Mulch or Compost Delivery</td>
<td>Community</td>
<td>Organics</td>
<td>WM will provide and deliver mulch or compost materials at a volume to allow the City to comply with SB 1383 at a mutually agreeable time and location.</td>
</tr>
<tr>
<td>Document Destruction Events</td>
<td>Community</td>
<td>Recycling, Waste Reduction</td>
<td>Up to four (4) times per year, WM will host a document destruction event for residents to safely and securely recycled unwanted paper documents at no charge.</td>
</tr>
<tr>
<td>Textile Collection</td>
<td>Community</td>
<td>Textiles, Waste Reduction</td>
<td>WM will host a minimum of two Citywide textile, carpet, and mattress collection drives on an annual basis. All acceptable textiles, carpets and mattresses collected through these events will be diverted from the landfill through donation to a local non-profit organization or through other means of diversion.</td>
</tr>
<tr>
<td>Home Compost Bins</td>
<td>SFD, MFD</td>
<td>Organics</td>
<td>WM will promote and distribute a maximum of 500 Home Compost Bins</td>
</tr>
<tr>
<td>Task / Program</td>
<td>Target Customer</td>
<td>Diversion Target</td>
<td>Description of Activity</td>
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</tr>
<tr>
<td>Edible Food Recovery Support</td>
<td>Commercial</td>
<td>Organics, Edible Food Recovery</td>
<td>In support of the City's Edible Food Recovery program as required under SB 1383, WM will conduct education and outreach to commercial edible food generators, including providing lists of food recovery organizations, and keep a record of associated site visits.</td>
</tr>
<tr>
<td>Organics (Green Waste and Food Waste) Surveys</td>
<td>MFD, MXD Commercial</td>
<td>Organics</td>
<td>Contractor will assist the City in conducting Food Waste and Green Waste surveys and diversion programs by providing accurate and timely service data, conducting site visits, and distributing materials.</td>
</tr>
</tbody>
</table>

**Article 49. Proactive Public Education for Westlake Village**

To maximize the utility, reach and engagement of our education and outreach efforts across all customer segments, we are proposing a collaborative approach with City staff to unify and clarify the messaging and imagery across all distribution channels, including newsletters, websites, advertisements, handouts, social media content and in-person interactions.

**Recycle Right: WM's Game Changing Approach to Environmental Education**

Preserving natural resources and virgin materials through recycling is at the heart of what our customers, communities, and WM want to accomplish. It is a key component of our business, and it is what you, our customers, are requesting. But, recycling simply must be both environmentally and economically sustainable. By cleaning up collection, reducing contamination and limiting what we place in our carts to material that has a reliable market and can be reprocessed into new products, we can reduce the risk of recycling programs. A global effort is underway to move the needle in a more sustainable direction, and we know that this process starts with addressing contamination.

WM has dedicated manpower and made a significant investment in our Recycle Right education program. The comprehensive, complimentary offerings found on the Recycle Right website provide tailored tools for everyone from residents to businesses to educators to property managers as well as our government customers. Recycle Right is successful at getting customers to change their recycling habits because we:
1. Clearly define the problem (recycling confusion and contamination)
2. Simplify the message – we use 3 simple rules (see following graphic)
3. Give consumers a reason why they should do something

RULE 1
Recycle bottles, cans, paper and cardboard.

RULE 2
Keep food and liquid out of your recycling.

RULE 3
No loose plastic bags and no bagged recyclables.

These customer-specific tools and resources recognize that recycling presents different challenges in different environments. Multifamily property managers need tools that are formatted in a way that makes it easy for them to educate residents - a “what goes where” doorhanger or a new resident welcome letter, while a business may really benefit from posters designed specifically for break rooms or desk side recycling tips.

Based on community-based social marketing precepts, the Recycle Right program also includes educational videos, printed inserts, posters, bin decals and bookmarks, a robust social media campaign, elementary school resources that include a STEM-approved Curriculum for K-Five, and other interactive tools you can use to make recycling sustainable for future generation.

We are constantly adding new tools and resources to our Recycle Right education program and have designed the program to be an ongoing resource for our customers with fresh materials and content appearing regularly. A valuable part of the Recycle Right website, wm.com/recycleright, in addition to the tools and resources, is what we call Recycling 101. Here, visitors can easily find what items are acceptable to recycle or dig into some common recycling myths to ensure that you are recycling right.
WM firmly believes in education – it is the foundation of everything we do regarding recycling. We invest to leverage all communication channels and maximize those channels to best fit our customers.

Outreach Programs by Service Recipient

Single-Family Dwelling (SFD) Education and Outreach Programs

- Welcome Guide/Annual Notice – Prior to the commencement of the new services and annually thereafter, WM will publish a guide to all Westlake Village SFD customers covering the range of services offered, including all new programs and offerings.

- Local Website – Customized digital experience through our dedicated local website, home.wm.com/Westlake, within wm.com. With enhanced self-service functionality, WM’s digital tools allow customers to establish their service and customize it to their specifications without ever having to pick up the phone.

  Additional features include:
  - Downable Resources (Service Guidelines, Newsletters, Rate Sheets and Recycling Information)
  - Pickup and Holiday Schedules
  - Service Alerts and Notifications
  - Self-Service Options for scheduling Bulky Item Collection and Cart Replacements
  - Online Payment Options
  - Connect with Customer Experience via Phone, Email or Live Chat

Already in place today, we will continue to update and maintain the website to reflect future program changes specific to this new agreement.

- Quarterly Newsletters – WM will distribute a biannual newsletter, within customer invoices or electronically, to inform and educate residents on available services. In preparing the content, WM’s Sustainability / Compliance Representative will collaborate with City staff, which may include tips on recycling properly, use of organics containers, composting, battery and electronics education, prevention of contamination issues, proper collection container placement, resource information, and HHW education.

- Food Waste Recycling and Kitchen Pail Usage – Along with the distribution of food waste pails, WM will include education to SFD customers on how to use the pail to assist with the diversion of organic waste.

- Contamination Incident Notifications and Education – In improving the quality and quantity of recyclables and organics discard, WM will conduct digital inspections of
recycling and organics carts using its Smart TruckSM monitoring system. If contamination in excess of allowable thresholds is observed, we will notify the resident of the occurrence and provide supplemental education to prevent future occurrences. For subsequent occurrences, additional outreach would be provided to review the cause of the contamination and the potential need for increased services.

Commercial, Multifamily (MFD) and Mixed-Use Development (MXD) Outreach

- **New Services Introduction/Annual Notice** – Prior to the commencement of the new services and annually thereafter, WM will distribute a guide to Westlake Village commercial, MFD and MXD customers covering the range of services offered, including all new programs and offerings.

- **Enhanced Technical Assistance** – To reach Westlake Village’s sustainability goals takes the support and engagement of local businesses and multifamily properties. In taking outreach efforts to the next level, we will be contacting and visiting every eligible Westlake Village business and property at least once per year for the first three years of the agreement and then at least every other year thereafter to provide technical assistance with establishing and enhancing recycling programs.

WM’s technical assistance includes:

  o **Site Visits** – Site visits will be conducted with all eligible Commercial entities and MFDs/MXDs once per year for the first three years and thereafter every other year for businesses that subscribe to diversion services and every year for businesses that do not subscribe to diversion service in conformance with AB 341, AB 1826 and SB 1383.

  o **Waste Audits** – Taking a deeper dive into the waste streams of businesses and complexes with low participation or diversion rates to provide prescriptive recommendations and benefits of selecting service levels most appropriate to their needs or circumstances.

  o **Compliance Support** – Providing information about pertinent regulations, such as AB 341, AB 1826, AB 827 and SB 1383, as it relates their business, complex or event.

  o **Container Right-Sizing** – WM will assist customers with identifying collection containers right-sizing opportunities to maximize diversion from and reduce contamination.

  o **Property Manager and Tenant Outreach** – Educating commercial or multifamily property managers and their tenants on how to participate in their center’s or complex’s recycling and organic waste diversion programs, and how to decrease
or eliminate contamination.

- Employee Training – Instructing building or property maintenance and custodial workers on best practices for waste reduction and recycling, use of in-house recycling containers.

- Non-Compliance Notifications – For businesses, multifamily developments and mixed-use developments that do not subscribe to recycling and/or organic waste collection services and have not otherwise demonstrated their compliance with AB 341, AB 1826, AB 827 or SB 1383, WM will distribute a compliance notice on a quarterly basis, which will include the requirements of the pertinent regulations and their compliance options.

- Container Labeling – Containers are the most tangible part of our service delivery. Under the new agreement WM will continue to review Recycling and Organics Collection Containers for proper labeling of acceptable materials and identify those needing to be updated or replaced.

- Food Waste Recycling and Kitchen Pail Usage – Along with the distribution of food waste pails to MFDs, WM will include education on how to use the pail to assist with the diversion of organic waste.

- Contamination Incident Notifications and Education – In improving the quality and quantity of recyclables and organics discard, WM will conduct digital inspections of recycling and organics carts using its Smart Truck™ monitoring system. If contamination in excess of allowable thresholds is observed, we will notify the resident of the occurrence and provide supplemental education to prevent future occurrences. For subsequent occurrences, additional outreach would be provided to review the cause of the contamination and the potential need for increased services.

- Edible Food Recovery Support – Finally, as added benefit of our business customer outreach, WM will assist the City’s Edible Food Recovery program by educating commercial edible food generators about the benefits of food donation over disposal and providing lists of local food recovery organizations, such as the Santa Clarita Valley Food Pantry.

School and Community Outreach

- School Education and Outreach – For many years, WM’s outreach has included all schools sites within Westlake Village. While services at Westlake Village’s public schools are not covered by this agreement, we know most powerful habits and attitudes are created at an early age, including recycling. This makes school outreach an important opportunity to include in our proposal.
Using our school curriculum on recycling, which has been developed in alignment with STEM and the Next Generation Science Standards, we would continue to provide educational materials and presentations on the benefits of proper waste disposal and good recycling habits for all grade levels. Examples of these lessons include art lessons using discarded or recyclable materials and building an edible landfill to teach the importance of reusing resources.

- **Community Events, Presentations and Workshops** – The City of Westlake Village hosts a full calendar of events each year, bringing together different facets of the community for a variety of entertainment and educational opportunities. In leveraging the education and outreach opportunity of these events, we will work with City staff to determine which special events would work best to attend and host a booth.

  Additionally, we will be working with local organizations and civic groups to share information about State regulations and available recycling programs in the City of Westlake Village through their member notifications as well as presentations and workshops.

- **Recycle Hero Awards** – Successful recycling and organic waste programs are the result of the hard work and dedication of many unsung heroes—Westlake Village's residents, community groups and businesses. In shining a spotlight on their efforts, WM will recognize Westlake Village's "Recycle Heroes" annually at a City Council meeting.
Exhibit 8
City-Approved Facilities

The City has approved the following Disposal Facilities, Organic Waste Processing Facilities, Material Recycling Facilities, and Transfer Stations to manage the specified services and otherwise assist the Contractor in the performance of the requirements of the Agreement. The Maximum Services Rates in Exhibit 1 assume all material is delivered to the approved facility. Any City-directed changes to any other non-approved facility will be considered a City-directed change in accordance with Section 30.01.

<table>
<thead>
<tr>
<th>Name of Facility</th>
<th>Contact Information</th>
<th>Services Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Simi Valley Landfill and Recycling Center</td>
<td>2801 Madera Rd., Simi Valley, CA 93065</td>
<td>Organics pre-processing</td>
</tr>
<tr>
<td></td>
<td>Mark Grady, District Manager</td>
<td>Recyclables transfer</td>
</tr>
<tr>
<td></td>
<td>(818) 241-3365</td>
<td>Construction &amp; Demolition recycling</td>
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<td></td>
<td>Disposal</td>
</tr>
<tr>
<td>Sun Valley Recycling Park</td>
<td>9227 Tujunga Ave., Sun Valley, CA 91352</td>
<td>Organics pre-processing</td>
</tr>
<tr>
<td></td>
<td>Marc Harismendy, MRF Manager</td>
<td>Recyclables processing</td>
</tr>
<tr>
<td></td>
<td>(626) 825-9495</td>
<td></td>
</tr>
<tr>
<td>Gold Coast Recycling &amp; Transfer Stations</td>
<td>5275 Colt St., Ventura, CA 93003</td>
<td>Recyclables processing</td>
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<tr>
<td></td>
<td>George Harrison</td>
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<tr>
<td></td>
<td>(805) 642-9236</td>
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<tr>
<td>Agromin</td>
<td>6859 Arnold Rd., Oxnard, CA 93033 and Various Ventura County locations</td>
<td>Composting</td>
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<tr>
<td></td>
<td>Bill Camarillo, President</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(805) 490-9200</td>
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<tr>
<td>Rialto BioEnergy Facility</td>
<td>503 E. Santa Ana Ave., Rialto, CA 92376</td>
<td>Organics processing</td>
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<td></td>
<td>Anaergia Services</td>
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<tr>
<td></td>
<td>(760) 436-8870</td>
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# Exhibit 9
## Acceptable Recyclable Materials

<table>
<thead>
<tr>
<th>SINGLE STREAM RECYCLABLE MATERIALS</th>
<th>ACCEPTABLE MATERIALS</th>
<th>UNACCEPTABLE MATERIALS</th>
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</thead>
<tbody>
<tr>
<td><strong>Paper</strong></td>
<td>• White paper, colored paper, envelopes, junk mail, soft cover books/manuals glossy paper, shredded paper, brown paper bags, packaging, wrapping paper and carbonless paper</td>
<td>• Paper towels, paper with plastic coating (i.e. photographs, label paper), paper with food, waxed paper, foil lined paper, hard cover books/manuals, Tyvek (non-tearing) envelopes, and non-paper bags</td>
</tr>
<tr>
<td><strong>Cardboard</strong></td>
<td>• Cardboard, Chipboard/boxboard, Milk/juice cartons, Egg cartons</td>
<td>• Waxed cardboard</td>
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<tr>
<td><strong>Aluminum and Tin</strong></td>
<td>• Empty aluminum cans, Empty aerosol cans</td>
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<td></td>
<td>• Tin cans, Loose jar lids</td>
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<tr>
<td><strong>Glass</strong></td>
<td>• Glass including empty glass beverage containers, Empty glass food containers, all glass colors</td>
<td>• Windows, mirrors, dishware, ceramics, light bulbs, fluorescent tubes, Pyrex or similar material</td>
</tr>
<tr>
<td><strong>Plastic</strong></td>
<td>• Empty PET bottles #1, HDPE bottles #2, Plastics #3, #4, #6 and #7, HDPE bottles #5</td>
<td>• Plastic liners (i.e. Cereal bags), Bubble wrap, Plastic film</td>
</tr>
<tr>
<td><strong>Other</strong></td>
<td>• Wood furniture, Styrofoam, Solid Waste, Hazardous Waste, fiberglass materials, tarps, textiles, clothes, shoes, E-Waste, U-Waste and small manufactured goods (e.g. purses, handbags and backpacks)</td>
<td></td>
</tr>
</tbody>
</table>
# ORGANIC MATERIALS

<table>
<thead>
<tr>
<th>ACCEPTABLE MATERIALS</th>
<th>UNACCEPTABLE MATERIALS</th>
</tr>
</thead>
</table>

## Source-Separated Food Waste
- All food, fruits, vegetables, meat and bones, poultry, seafood, shellfish, dairy products, cheese, eggs and egg shells, rice, beans, bread, pasta, coffee grounds, and plate scrapings of these materials
- Food soiled paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, paper take out boxes and containers, and paper bags and cardboard

## Co-Collected Green Waste and Food Waste
- Loose green material from the yard, grass clippings, leaves, weeds, tree prunings, bush prunings, plant material, vineyard clippings, tree trunks/stumps/branches 3” or less in diameter, all food, fruits, vegetables, meat and bones, poultry, seafood, shellfish, dairy products, cheese, eggs and egg shells, rice, beans, bread, pasta, coffee grounds, and plate scrapings of these materials
- Food soiled paper towels, tissue products, paper napkins, paper plates and cups, coffee filters, tea bags, paper take out boxes and containers, and paper bags and cardboard

## Source-Separated Manure
- Manure, wood shavings and stable bedding

## Acceptable Materials
- Glass, plastics, metal, plastic wrap, silverware, plates, cups, glasses, diapers, solid waste single stream recyclable materials, green waste materials, food processing liquids, hazardous waste, Kitty litter, pet waste, rocks, dirt
- Polystyrene, plastic backed paper, blue line paper or blue prints or any paper containing plastics, aluminum foil or foil lined food wrap

## Unacceptable Materials
- Glass, plastics, metal, plastic wrap, silverware, plates, cups, glasses, diapers, Solid Waste, Single Stream Recyclable Materials, Food Processing Liquids, Hazardous Waste Polystyrene plastic backed paper, blue line paper or blueprints or any paper containing plastics, aluminum foil or foil lined wrap, kitty litter, pet waste, rocks, dirt, and tree trunks, stumps and branches greater than 6” in diameter
- Polystyrene, plastic backed paper, blue line paper or blue prints or any paper containing plastics, aluminum foil or foil lined food wrap

## Acceptable Materials
- Trash, landscaping waste, recyclables or plastic liners/film