

Agreement No. 28,352

**Franchise Agreement Between**

**City of Santa Barbara  
And  
MarBorg Industries**

**For**

**Residential and Commercial  
Franchise Waste Hauler Services**

**Commencement Date: June 8, 2023**

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# RECITALS

## PROTECTION OF HEALTH, SAFETY AND WELFARE

This Agreement is entered into pursuant to City Charter Article XIV and Santa Barbara Municipal Code Chapter 7.16, and California Public Resources Code Section 40059. Santa Barbara Municipal Code section 7.16.030 provides: “Collection of solid waste, organic waste, and source separated recyclable materials by a franchised waste hauler is mandatory for all parcels and business premises within the City. The owner of an occupied parcel or business premises, or parcel on which solid waste, organic waste, or recyclable materials is created, accumulated, or generated shall subscribe to and maintain adequate collection service by a franchised waste hauler.”

## AB 939 SOLID WASTE DIVERSION

The City is responsible for meeting AB 939 Diversion requirements. The State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Landfill space and potential adverse environmental impacts from landfilling, have created an urgent need for State and local agencies to enact and implement an aggressive new integrated waste management program. Through enactment of the *California Integrated Waste Management Act*, California Public Resources Code at Section 40000, *et seq.*, (“CA IWM Act” and often referred to as “AB”939”), the State has directed City to promote Recycling and to maximize the use of feasible source reduction, Recycling and composting options to reduce the amount of Solid Waste that must be Disposed of by land Disposal; and as of the Contract Date, City must Divert at from Landfills least 50% of Solid Waste generated in the City.

By entering into this Agreement, City intends and expects Contractor to use Reasonable Business Efforts, so that City will continue to achieve CalRecycle Diversion requirements. The City anticipates that in the future it will be required to Divert more Solid Waste. This Agreement gives City the right to direct changes in its Recycling programs and the scope or specifications of Contractor’s Recycling service and prescribes a protocol for City and Contractor to resolve disputes over the amount of any consequent adjustment in Contractor’s Compensation.

The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and

composting options in order to reduce the amount of material that must be Disposed.

## **SB 1383 SHORT LIVED CLIMATE POLLUTANTS BILL**

SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste and Processing facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets. SB 1383 Regulations require City to implement Collection programs, meet Processing Facility requirements, conduct contamination monitoring, provide education, maintain Records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements. Contractor is a Designated Hauler as defined in Santa Barbara Municipal Code Section 7.17.020 and is a designee of the City to whom the City delegates responsibilities under this Agreement as authorized in [California Code of Regulations](#) Title 14, Section 18981.2. Designated hauler is a designee as defined in [California Code of Regulations](#), Title 14, Section 18982.

NOW, THEREFORE, in consideration of the mutual promises, covenants, guaranties, and conditions contained in this Agreement and for other good and valuable consideration, City of Santa Barbara, California (City) and MarBorg Industries, a California corporation, (Contractor) agree as follows:

## **ARTICLE 1 DEFINITIONS AND CONTRACT INTERPRETATION**

### **1.01 Definitions**

For purposes of this Agreement, unless a different meaning is clearly required, the words and phrases in the Glossary (Exhibit 1) shall have the meanings respectively ascribed to them by the Glossary and may be capitalized throughout this Agreement. Word and phrases defined in the Glossary and also defined in Santa Barbara Municipal Code Chapter 7.16 or in California statutes or regulations governing the subject matter of this Agreement shall be interpreted to eliminate any inconsistencies.

### **1.02 Interpretation**

#### **a. Headings, Font**

Any captions or headings following the Exhibit, Article, Section, Subsection, Sub-subsection numbers and preceding the operative text of this Agreement is for convenience of reference only and does not control or affect the scope, intent, meaning, construction, interpretation, or effect of this Agreement. Any underlined, italicized (such as examples and definitions), bold-faced, upper captioned or other font style are for ease of reading and contract administration only and do not imply relative importance or unimportance of any provision of this Agreement.

## **b. References to This Agreement**

References to Articles, Sections, Subsections, and Exhibits refer to this Agreement, unless specified otherwise.

## **c. Specifics Not Limitation on Generalities**

The mention of any specific Contractor Obligation may not be construed to limit or restrict any general liability or duty imposed upon Contractor elsewhere in this Agreement or under Law.

## **d. Ambiguities, Inconsistencies and Conflicts**

In the event of conflict between the provisions contained in Articles 1 through 20 of this Agreement and the provisions contained in the Exhibits, the provisions of the Articles shall prevail over those in the Exhibits.

### **1.03 Integration**

This Agreement contains the entire agreement between the Parties with respect to their rights and obligations under this Agreement, including the enforcement and administration of this Agreement. This Agreement supersedes all prior understandings and agreements between the Parties with respect to their rights and obligations.

### **1.04 Governing Law**

This Agreement is governed by, and construed and enforced under, the Law of the State of California, without giving effect to the State's principles of conflicts of Laws.

### **1.05 Severability**

If any clause, sentence, provision, Sub-subsection, Subsection, Section or Article of this Agreement or Exhibit to this Agreement an "**Agreement Provision**") is ruled unconstitutional, illegal, invalid, non-binding or unenforceable by any court of competent jurisdiction, then the Parties will do the following:

1. Within 10 Days of the ruling, meet and negotiate a substitute for that Agreement Provision and any related changes to other provisions of this Agreement in order to realize the Parties' original intent to the greatest extent allowable under Law, and
2. Apply to the same court that made the original ruling for its judicial construction of the substituted Agreement Provision and any other changes to this Agreement. Contractor will pay City half of the Direct Costs of the application within 10 Days of City request.

The unconstitutionality, illegality, invalidity, non-binding nature or unenforceability of any Agreement Provision will not affect any of the remaining provisions of this Agreement. This Agreement will be construed and enforced as if that Agreement Provision did not exist. However, if any court of competent jurisdiction rules that any Agreement

Provision with respect to City identification of any MRF(s), Organics Site(s), or Disposal Facility/Facilities, is unconstitutional, illegal, invalid, non-binding or unenforceable by City, then City may in its sole discretion do any of the following:

1. Accept the ruling without deleting that Agreement Provision,
2. Delete that Agreement Provision and construe and enforce this Agreement under this Section, or
3. Terminate this Agreement upon vote of City Council.

## **1.06 Interpretation**

The City and Contractor waive the application of any rule of law that otherwise would be applicable in connection with the construction of this Agreement to the effect that ambiguous or conflicting terms or provisions should be construed against the party who (or whose counsel) prepared the executed agreement or any earlier draft of the same.

## **1.07 Timely Performance**

### **a. Specified Days on Weekdays**

(1) **Performance.** Where this Agreement requires that an obligation be performed within a specified number of Days, if the last Day falls on a weekend or Holiday, the obligated Party may perform that obligation on the next weekday following the weekend or Holiday. *For example, if Contractor must provide documentation to City within two Days of City request made on a Friday, Contractor must give City the documentation by the following Monday.*

(2) **Counting.** Each Day is counted when determining the last Day of the specified number of days. *For example, if Contractor must provide documentation to City within one week of City's request on a Friday, Contractor must give City the documentation by the next Friday.*

### **b. Specified Hours on Any Day**

Where this Agreement requires that an obligation be performed at a specified time, in any of the following events the obligated Party must perform that obligation within the specified time, *even if* the time for performance falls on a weekend or Holiday:

1. The specified time is measured in hours,
2. The City specifies the time (*for example, on a Saturday even though performance would otherwise occur on Monday*), or
3. City determines that there is a threat to public health or safety.

## **ARTICLE 2 REPRESENTATIONS AND WARRANTIES**

### **2.01 Of Contractor**

Contractor represents and warrants under Exhibit 2.

### **2.02 Of City**

City represents and warrants as of the date it executes this Agreement, under Exhibit 3.

## **ARTICLE 3 TERM OF AGREEMENT**

### **3.01 Term**

#### **a. Contract Term**

This Agreement shall commence on June 8, 2023 and expires on June 30, 2038, unless extended at the City's option as provided in paragraph b. of this section.

#### **b. Extension Options**

The City may extend the franchise expiration date up to an additional five Contract Years at City's sole option. Action to extend shall be taken by ordinance effective before an expiration date.

### **3.02 Non-Discrimination**

Contractor will not discriminate against Customers and any personnel in Violation of any applicable State or federal Laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. Contractor shall perform all work pursuant to this contract in compliance with Santa Barbara Municipal Code § 9.126.020, which is an indispensable and integral provision of this contract pursuant to Santa Barbara Municipal Code § 9.126.010

### **3.03 Survival of Certain Provisions**

The following provisions survive the Contract Term:

1. Parties' representations, certifications, warranties and acknowledgements,
2. Indemnifications,
3. Amounts that Contractor owes City or Customers, including City Reimbursement Costs and damages directly or indirectly payable under this Agreement,
4. Record keeping obligations,
5. Reporting and financial statement obligations,

6. Any other rights and obligations of the Parties accrued prior to expiration or termination of this Agreement, and
7. Any other rights and obligations of the Parties expressly stated to survive the Contract Term.

If City does not award Contractor an agreement to continue to provide Discarded Materials Collection services following the expiration or earlier termination of this Agreement, Contractor will cooperate fully with City and any subsequent Solid Waste service provider(s) to assure a smooth transition from Contract Services to other services, including all of the following:

1. Transferring Records upon City request,
2. Providing reports under this Agreement,
3. Allowing Customers to use Contractor's Containers for the following times:
  - Up to two weeks (with respect to expiration), or
  - If City does not exercise its option upon termination to buy any or all Containers, until Customers have replacement Containers (with respect to termination prior to expiration of the Term), for a period not to exceed 12 months, and
4. Coordinating with City and any subsequent Solid Waste service provider to transition to new service.

### **3.04 Parties' Rights**

Upon expiration or termination of this Agreement, Contractor will stop providing Contract Services even if the expiration or termination occurs before the end of the period described in Public Resource Code § 49520. Contractor acknowledges the following:

1. This Agreement does not grant Contractor any rights under Public Resource Code § 49520.
2. Contractor does not have the right to make any claim under Public Resource Code § 49520, but only under this Agreement.
3. After expiration or termination of this Agreement, City may reprocure one or more agreements for Discarded Material Collection services with Contractor or other Solid Waste haulers. Those agreements may be exclusive, partially exclusive, or wholly exclusive franchises, contracts, licenses, Permits or otherwise, with or without competitive bidding.

Contractor acknowledges that it has no right to recover an amount equal to the undepreciated value of assets it uses to provide Contract Services that might remain at the expiration or termination of this Agreement, from City or Customers.

## ARTICLE 4 CUSTOMER COLLECTION SERVICES

### 4.01 Franchise Grant

#### a. Scope

Contractor shall perform the following franchise work during the term of this Franchise in a prompt, professional and thorough manner: (a) Collect, transport and dispose of all Municipal Solid Waste generated at Residential and Commercial Premises, (b) Collect, transport, and process Recyclable Materials, Food Waste, and Green Waste Delivered for Collection by participating Residential and Commercial Premises, (c) Provide services to City Premises as specified herein, and (d) Provide education and promotion activities as provided herein. This Agreement grants to Contractor the exclusive franchise privilege together with the obligation to provide Contract Services for the duration of this Agreement as authorized by Santa Barbara Charter Article XIV and Santa Barbara Municipal Code Chapter 7.16.

#### b. Exclusions

The franchise grant excludes the right and privilege to Collect the following types of Solid Waste:

FRANCHISE EXCLUSIONS	EXAMPLES
<b>Unscheduled solid waste handling services</b>	<ul style="list-style-type: none"> <li>• One-time Collection of a temporary roll-off</li> </ul>
<b>Self-Hauled Solid Waste:</b> Solid Waste that owners and occupants of Premises remove in their own Vehicles in compliance with Law.	<ul style="list-style-type: none"> <li>• <b>Transporting Recyclables</b> to drop-off or buy-back facilities and redemption centers,</li> <li>• <b>Transporting Refuse</b> to a Landfill or Transfer station</li> </ul>
<b>Composted Solid Waste</b> , such as Green Waste or other organic Solid Waste that is composted on Premises.	
<b>Incidental Solid Waste</b> generated by someone who does both of the following: <ol style="list-style-type: none"> <li>1. Removes that Solid Waste from a premise as an incident of his/her total and primary service, and</li> <li>2. Does not separately itemize the removal costs as a Refuse hauling service.</li> </ol>	<ul style="list-style-type: none"> <li>• <b>Construction contractors or Subcontractors</b> (such as carpenters, masons, roofers, electricians and plumbers), hauling Solid Waste such as debris they generate in the course of providing Construction or Demolition services (for example, home renovation), but not debris they merely gather or Collect from</li> </ul>

FRANCHISE EXCLUSIONS	EXAMPLES
	<p>Residential Premises for Transport and Disposal,</p> <ul style="list-style-type: none"> <li>• <b>Hired gardeners</b> hauling yard waste they generate, including through trimming trees, shrubs and bushes; cutting grass; and pulling weeds, and</li> <li>• <b>Retail stores selling furnishings</b>, hauling Solid Waste such as carpet, cabinets, mattresses, home appliances and furniture that they remove following delivery of comparable new merchandise.</li> </ul>
<p><b>Donated or sold Solid Waste :</b> Solid Waste that the owner or occupant of a Premises <u>sells</u> or <u>donates</u> to someone else (who may remove that Solid Waste from owner or occupant’s Premises), including Source Separated Recyclables. The owner or occupant cannot <u>pay</u> anyone else to remove that Solid Waste from the Premises.</p>	<ul style="list-style-type: none"> <li>• <b>Resale of Bulky Waste</b> such as appliances,</li> <li>• <b>Donation of Recyclables or Organic Waste</b> such as aluminum cans to a scout troop,</li> <li>• <b>Donation of Bulky Waste</b> such as furniture to a thrift shop, if either the owner/occupant Transports the furniture to the thrift shop or thrift shop picks up the furniture at the owner/occupant’s Premises.</li> </ul>
<p><b>Solid Waste generated by certain public entities</b>, unless such entities choose to subscribe to service under terms of this Agreement, including the following:</p> <ul style="list-style-type: none"> <li>• The State of California,</li> <li>• Any school district,</li> <li>• Any entity that is excluded by Law from the obligation to subscribe to Contract Services</li> </ul>	
<p><b>Food and Beverage Byproducts.</b> The hauling of byproducts from the Processing of food or beverages and use of such material as animal feed if the byproducts originate from agricultural or industrial sources, do not include animal (including fish) Processing byproducts, are Source Separated by the Generator of the byproducts, and are not discarded; and, if the use as animal feed is in</p>	

FRANCHISE EXCLUSIONS	EXAMPLES
accordance with 14 CCR Section 18983.1(b)(7).	
<p><b>Edible Food</b> that is Collected from a Generator by other Person(s), such as a Person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or that is Transported by the Generator to another location(s), such as the location of a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the Edible Food from the Generator.</p>	<ul style="list-style-type: none"> <li>• <b>Food Recovery Organization</b></li> <li>• <b>Food Recovery Service</b></li> </ul>

#### 4.02 Contract Service Arrangements

Contractor will arrange to provide Contract Services at the frequency, capacity, price and other terms agreed to between City and Customers. Contractor acknowledges that City is not responsible for supervising or performing Contract Services. Contractor acknowledges that Customers are not obligated to discard their Recyclables and that they may donate, sell or otherwise Dispose of their Recyclables, including taking them to drop-off facilities and donating or selling them to private or public entities. Contractor acknowledges that Customers may similarly donate their Green Waste and/or Organic Materials.

#### 4.03 Transition to New Contract Services

Contractor acknowledges that it is of the utmost importance to City that the transition from Solid Waste Collection and Disposal services provided prior to entering into this Agreement to Contract Services under this Agreement will proceed smoothly to the satisfaction of Customers. Therefore:

1. Contractor will implement the Transition Plan (Exhibit 4). It will add shifts or authorize over-time at its cost in order to meet the schedule in the Transition Plan.
2. July 1, 2023, each Friday Contractor will report to City on implementation status of the Transition Plan.
3. Contractor will meet with City upon City request to review implementation progress.

## 4.04 Small Residential (SMR) Customers

### a. Carts

Contractor will provide the Contract Services under this Subsection to Small Residential (SMR) Customers who subscribe to Carts. Contractor will supply the aggregate capacity of Carts requested by any SMR Customer but may consider the size and shape of the Set-Out Site with respect to the combination of 32, 64 or 96 gallon Carts.

#### (1) Gray Container.

Contractor will do all of the following:

1. **Supply Cart(s)** for discard of Mixed Waste or Refuse:
  - One 32, 64 or 96 gallon Cart, as Customer requests.
  - Additional 32, 64 or 96 gallon Carts upon Customer request, for customers who have arranged for collection of additional Gray Carts with the City.
2. **Weekly:** Collect Cart(s) weekly from Set-Out Sites on Customer Collection Days.
3. **Holiday:** Collect up to 96 gallons of Mixed Waste or Refuse discarded on Customer Collection Days next to each Gray Container in bundles, boxes or Cans (such as an approximately 32 gallon standard Can) from December 26 through January 12.

#### (2) Blue Container

Regular SMR Customer Contract Services includes the Collection and Transportation of Source Separated Recyclable Materials in the Blue Container. Contractor will do all of the following:

1. **Supply Cart(s) in any combination** of 32, 64 and 96 gallon capacity, per Customer request. Customers that regularly fill their Blue Container may be provided with additional Blue Containers in any amount needed to meet the needs of the Customer's Recyclable Materials quantities on a regular basis.
2. **Weekly:** Collect Cart(s) weekly from Set-Out Sites on same Day as Gray Container (Mixed Waste) Collection.
3. **Holiday:** Collect up to 96 gallons of Recyclables discarded on Customer Collection Days next to the Recyclables Carts in bundles, boxes or Cans (such as an approximately 32 gallon standard Can) from December 26 through January 12.

#### (3) Green Container

Regular SMR Customer Contract Services includes the Collection and Transportation of Organic Materials in the Green Container. Contractor will do all of the following:

1. **Supplying Cart(s)** for discard of Organic Materials:
  - Up to and including 96 gallons capacity as Customer requests, in any combination of 32, 64 or 96 gallon Cart(s), and

- More than 96 gallons capacity as Customer requests, in any combination of 32, 64 or 96 gallon Cart(s) for customers who have arranged for additional Green Containers with the City.
2. **Holiday Trees:** Contractor shall operate an annual Holiday Tree Collection program, beginning December 26 and continuing through the end of the second Saturday in January. During this period all Holiday Trees placed out for Collection by Small Residential Customers shall be Collected by Contractor. SMR Customers Cart Customers shall place trees adjacent to their Source Separated Organic Materials Carts for Collection. Trees up to six feet in length will be Collected and Diverted without Customers needing to cut them. Contractor may request that Customers with larger trees cut the trees to pieces no longer than six feet. Contractor shall inform Customers that they are required to remove tinsel, ornaments, and flocking from trees prior to placing for Collection. Contractor shall Collect, but shall not be required to, Divert trees containing tinsel, ornaments and flocking. Contractor shall Process all Holiday Trees that are properly set out for Collection as Organic Waste.

**(4) Batteries**

Contractor will Collect batteries discarded in clear plastic bags or designated orange buckets provided by SMR Customer and laid on top of Blue Containers and will Reuse or Process batteries (not Dispose of them).

**(5) Sharps**

Upon SMR Customer request, Contractor will provide for Disposal of Sharps generated through personal (not Business or Commercial) use, including all of the following:

1. Containers designed for discard of Sharps, that comply with Law and are acceptable to City.
2. Shipping boxes with pre-paid postage.
3. Pre-addressed labels.
4. Pre-paid Disposal.

**(6) On-Premises Service**

Contractor will provide both of the following On-Premises Service:

1. Upon request of a Qualifying Customer (see Exhibit 5 for application for On-Premises Service for Qualifying Customers).
2. Upon request of a Customer who is *not* a Qualifying Customer but who has arranged with the City to pay for On-Premises Service.

Contractor shall provide On-Premises Services in Contract Year 1 and Contract Year 2 at the Contractor's Compensation amounts for those Contract Years as specified in Article 13. Starting in Contract Year 3, City and Contractor agree that Contractor shall provide weekly On-Premises Collection Service for up to 1,080 Customer Carts without change to Contractor's Compensation. Contractor shall

be compensated at an additional cost of service for each weekly On-Premises Collection Service Cart Collection in the amount of \$25 per month per Cart starting July 1, 2025 (and escalated annually by the CPI Index July 1 thereafter). City's Customer rate for On-Premises Collection Service shall not be less than its rate for curbside Cart Collection Service plus Contractor's Compensation of \$25 per On-Premises Cart per month, as escalated annually by the CPI Index via the formula established in Article 13.

**(7) Curbside Cart Service**

Contractor will transition from manual Can Collection to curbside Cart Collection service. City shall review the areas proposed by Contractor for transition to Cart service and provide written approval for those proposed areas that the City determines are appropriate for Cart service. Contractor shall educate Customers on the set-out procedures approved by the City.

Customers shall place the Carts at the curb on the Customer Collection Day. In circumstances where there is no curb (sidewalk), roadway shoulder, or adequate driveway space along the frontage of a Customer's property, then an alternate location within five feet of the roadway may be identified and agreed upon by Contractor and the Customer as an alternative service location. In no circumstance shall the alternative location be behind a gate or wall on the Customer's property.

**b. Bins**

Contractor will provide the Contract Services under this Subsection to Small Residential (SMR) Customers who have arranged with the City for Bin service. Contractor will supply the Bins requested by any SMR Customer but may consider the size and shape of the Set-Out Site with respect to Bin sizing.

**(1) Green Container**

SMR Customer Contract Services includes the Collection and Transportation of Organic Materials in the Green Container. Contractor will do all of the following:

1. **Supplying Bins(s)** for discard of Organic Materials:
  - 1.5, 2, 3 or 4 cubic yard Bin, upon Customer request, for the Collection of Green Waste.

**4.05 Large Residential (LGR) Customers**

**a. Carts**

Contractor will provide the Contract Services under this Subsection to Large Residential (LGR) Customers who subscribe to Carts. Contractor will supply the aggregate capacity of Carts requested by any LGR Customer but may consider the size and shape of the Set-Out Site with respect to the combination of 32, 64 or 96 gallon Carts.

**(1) Gray Container.**

Contractor will do all of the following:

1. **Supply Cart(s)** for discard of Mixed Waste or Refuse:
  - 32, 64 or 96 gallon Carts, as Customer requests based on what Customer has arranged with the City.
2. **Weekly:** Collect Cart(s) weekly from Set-Out Sites on Customer Collection Days.

**(2) Blue Container**

Regular LGR Customer Contract Services includes the Collection and Transportation of Source Separated Recyclable Materials in the Blue Container. Contractor will do all of the following:

1. **Supply Cart(s) in any combination** of 32, 64 and 96 gallon capacity, per Customer request. Customers that regularly fill their Blue Container may be provided with additional Blue Containers in any amount needed to meet the needs of the Customer's Recyclable Materials quantities on a regular basis.
2. **Weekly:** Collect Cart(s) weekly from Set-Out Sites.

**(3) Green Container**

Regular LGR Customer Contract Services includes the Collection and Transportation of Organic Materials in the Green Container. Contractor will do all of the following:

1. **Supplying Cart(s)** for discard of Organic Materials:
  - Up to and including 96 gallons capacity as Customer requests, in any combination of 32, 64 or 96 gallon Cart(s), and
  - More than 96 gallons capacity as Customer requests, in any combination of 32, 64 or 96 gallon Cart(s) for customers who have arranged for additional Green Containers with the City.
2. **Holiday Trees:** Contractor shall operate an annual Holiday Tree Collection program, beginning December 26 and continuing through the end of the second Saturday in January. During this period all Holiday Trees placed out for Collection by LGR Customers shall be Collected by Contractor. LGR Cart Customers shall place trees adjacent to their Source Separated Organic Materials Carts for Collection, and LGR Bin Customers shall place the trees in or adjacent to Source Separated Organic Materials Bins. Trees up to six feet in length will be Collected and Diverted without Customers needing to cut them. Contractor may request that Customers with larger trees cut the trees to pieces no longer than six feet. Contractor shall inform Customers that they are required to remove tinsel, ornaments, and flocking from trees prior to placing for Collection. Contractor shall Collect, but shall not be required to, Divert trees containing tinsel, ornaments and flocking. Contractor shall Process all Holiday Trees that are properly set out for Collection as Organic Waste.

**(4) Batteries**

Contractor will Collect batteries discarded in clear plastic bags laid on top of Blue Containers and will Reuse or Process batteries (not Dispose of them).

Upon City or Customer request, Contractor will deliver Commercial-sized buckets at LGR Residential Bin Premises and locations selected by City, for discard of used batteries. Buckets shall include sticker with Contractor's telephone number. Upon Notice from the Customer that the bucket is full, Contractor will Collect the batteries and leave an empty bucket.

**(5) Sharps**

Upon LGR Customer request, Contractor will provide for Disposal of Sharps generated through personal (not Business or Commercial) use, including all of the following:

1. Containers designed for discard of Sharps, which comply with Law and are acceptable to City.
2. Shipping boxes with pre-paid postage.
3. Pre-addressed labels.
4. Pre-paid Disposal.

**(6) On-Premises Service**

Contractor will provide On-Premises Service to LGR Customers, included in Contractor's Compensation.

**b. Bins**

Contractor will provide the Contract Services under this Subsection to LGR Customers who subscribe to Contract Service in Bins.

**(1) Gray Container**

Contractor will do both of the following:

1. **Supply** Gray Containers as 1.5, 2, 3 or 4 cubic yard Bins for discard of Refuse as Customer requests.
2. **Weekly**: Collect Gray Containers as frequently as Customer requests at least weekly and up to six days per week from Set-Out Sites on Customer Collection Days.

**(2) Blue Container**

Contractor will do all of the following:

1. **Supply**: Supply Blue Containers for the Collection of Source Separated Recyclable Materials in type and capacity as Customer requests:
  - 1.5, 2, 3 or 4 cubic yard Bins.
2. **Weekly**: Collect Blue Container(s) weekly from Set-Out Sites.

**(3) Green Container**

Contractor will do both of the following:

1. **Supply:** Supply Green Containers as 1.5, 2, 3 or 4 cubic yard Bin, upon Customer request, for the Collection of Green Waste to LGR Customers who have arranged with this service with the City.
2. **Weekly:** Collect Green Container(s) every week from Set-Out Sites.

**(4) Batteries**

Contractor will do all of the following:

1. Upon City or Customer request, Contractor will deliver Commercial-sized buckets at LGR Residential Bin Premises and locations selected by City, for discard of used batteries. Buckets shall include sticker with Contractor's telephone number. Upon Notice from the Customer that the bucket is full, Contractor will Collect the batteries and leave an empty bucket.
2. Reuse or Process batteries (not Dispose of them).

**(5) Holiday Trees**

Contractor will Collect Holiday Trees discarded next to Customers' Gray Containers as per the terms and conditions of Section 4.05.a(3).

**(6) Sharps**

Upon LGR Customer request, Contractor will provide for Disposal of Sharps generated through personal (not Business or Commercial) use, including all of the following:

1. Containers designed for discard of Sharps, which comply with Law and are acceptable to City.
2. Shipping boxes with pre-paid postage.
3. Pre-addressed labels.
4. Pre-paid Disposal.

**4.06 Commercial Services**

Contractor will provide all of the Contract Services under this Section to Commercial Customers.

**(1) Gray Container**

Contractor will perform the following:

1. **Supply** the following Gray Containers for discard of Mixed Waste as Customer requests:
  - 32, 64 or 96 gallon Cart(s); or
  - 1.5, 2, 3 or 4 cubic yard Bins; or
  - Roll-Off Box; or
  - Compactors.

2. **1-7 Times Weekly:** Collect the following from 1 to 7 times each week (including two Saturday collections if requested by Customer and Customer already subscribes to Friday and Monday service), as Customer requests (but at least weekly) from Set-Out Sites on Customer Collection Day(s):
  - Gray Container(s) supplied by Contractor; or
  - Compactors that might be provided by Customer.
3. **Premium Sunday Service:** Upon Customer request, and if Customer subscribes to service on all other collection days, collect the following Monday through Sunday each week from Set-Out Sites:
  - Gray Container(s) supplied by Contractor, and
  - Compactors that might be provided by Customer.

**(2) Blue Container Collection for Recyclables**

(i) **Recyclables.** Franchise acknowledges that although the City requires that Businesses Recycle, Businesses do not have to subscribe to Contract Services from Contractor for Collection of Recyclables; Businesses have three Recycling options:

1. Donating or selling their Recyclables (such as paper or cardboard),
2. Self-Hauling Recyclables to buy back/drop off centers, or
3. Subscribing to Contract Services.

(ii) **Contract Services for Recyclables.** Upon Customer request, Contractor will provide all of the following Contract Services to Customers:

1. **Supply Blue Container(s):** Supply 32, 64 or 96 gallon Recycling Cart(s), or 1.5, 2, 3 or 4 cubic yard Recycling Bins, or Roll-Off Boxes, or Compactors as Customer Requests.
2. **1-7 Times Weekly:** Collect the following from 1 to 7 times each week(including two Saturday collections if requested by Customer), as Customer requests (but at least weekly), from Set-Out Sites on Customer Collection Day(s):
  - Blue Container(s) supplied by Contractor, and
  - Any Compactor provided by Customer.
3. **Premium Sunday Service:** Upon Customer request, collect the following Monday through Sunday each week from Set-Out Sites:
  - Blue Container(s) supplied by Contractor, and
  - Any Compactors provided by Customer.

(iii) **State Mandatory Commercial Recycling.** Contractor will assist both Customers and City to comply with the State regulations including AB 341 and SB 1383.

### **(3) Optional Green Container**

Contractor will do both of the following:

1. **Supply Green Container:** Supply 96 gallon Cart or 1.5, 2, 3 or 4 cubic yard Bin, or Roll-Off Box upon Customer request.
2. **Weekly:** Collect Green Container(s) every week from Set-Out Sites on same Day as Gray Container (Mixed Waste) Collection.

### **(4) Brown Container for Food Waste**

Contractor will perform the following:

1. **Supply Brown Container:** Supply 32, 64, or 96-gallon Cart or 2 cubic yard Bin, upon Customer request, for the Collection of Source Separated Food Waste.
2. **Minimum Weekly Collection:** Collect the following as Customer requests (but at least weekly) from Set-Out Sites on Customer Collection Day(s):
  - Brown Container(s) supplied by Contractor, and
  - Any Compactor provided by Customer.
3. **Transport.** Contractor shall Transport the Food Waste to (i) the Approved Organic Waste Processing Facility, or (ii) the Approved Transfer Facility for Transfer and Transport to an Approved Organic Waste Processing Facility.
4. **State Mandatory Commercial Recycling.** Contractor will assist both Customers and City to comply with the State regulations including AB 341 and SB 1383.

## **4.07 Neighborhood Collection Services**

Contractor will provide the Contract Services under this Subsection. Contractor will supply four daily routes Monday through Friday, each operating 40 hours per week for the Collection of Bulky Items, Abandoned Waste, and Palm Fronds. Each route shall be comprised of one driver and one collection vehicle and shall be operated such that each route can service up to 6,500 collections in each Contract Year. When not addressing routed service need, truck and crew will follow roving collection of Abandoned Waste and litter protocol, as determined by City. When there are insufficient scheduled on-call pickups of bulky waste, abandoned waste, or Palm Fronds to fill an 8-hour workday, the remaining time shall be spent collecting unreported abandoned waste, per instructions and priorities established by the City.

Service needs for each of these services will be provided to Contractor by City via reports from the City's central reporting system, direct calls from the public, and reports from City staff. Contractor will track its time (in days) to respond to each and every service request and will provide all details regarding the number, locations, material types and amounts, and response time for all Collections provided per this Subsection and shall provide detailed reports of that information to the City upon request. City may establish eligibility rules for customer-scheduled bulky-item pickups. Changes to the eligibility rules will be communicated to Contract Liaison with at least one month advance notice.

Compensation to Contractor for these designated Neighborhood Collection Services from July 1, 2023 through June 30, 2024 shall be \$312,000 per route, for a total of \$1,248,000 for four daily routes. Compensation for these Neighborhood Collection Services shall be adjusted annually by the annual change in the CPI Index via the formula established in Article 13. The City may direct Contractor to change the number of routes with 90 days written notice; each addition or subtraction of a Neighborhood Collection Services route shall be worth \$312,000 as adjusted by the CPI Index via the formula established in Article 13.

**(1) Bulky Items**

Contractor will do all of the following:

1. Collect up to five items, boxes or bags per pickup, up to four times per Calendar Year (or on another schedule subject to the City's direction via notice prior to January 1 annually), of the following items that are generated and requested by SMR and LGR Customers (including renters) receiving Contract Services and discarded curbside (or other location agreed to between Contractor and Customer) within two Contract Service Days of Customer or City request, on Day specified to Customer or City:
  - Bulky Waste.
  - Special Waste (Universal Waste and E-waste).
  - Bagged, bundled, and/or containerized Green Waste.
  - Bundled or stacked Palm Fronds.
2. Collect Bulky Waste, Special Waste and E-waste in the manner described in the preceding paragraph 1.
3. Avoid breakage: do not compact or tip items from trucks. Use flatbed trucks (or other truck acceptable to City).
4. Deliver items to facilities that provide the following services, in the following order of highest to lowest priority:
  1. Reuse "as is".
  2. Disassembly for Reuse or Recycling.
  3. Transport Bulky Items and Reusable Items to the appropriate Approved Facility for Reuse or Processing ,Transport Organic Waste, such as Green Waste, to the Approved Organic Waste Processing Facility for Processing.
  4. Disposal.

**(2) Abandoned Waste**

Contractor will do all of the following:

1. Contractor will Collect Abandoned Waste discarded along roads at locations identified by the City (which may include reports of locations by members of the public to the City or to Contractor from City staff), at the following times:

- a. **Before Noon:** If City makes its request to Contractor by noon on a weekday, Contractor will Collect Abandoned Waste that same Day.
  - b. **Afternoon:** If City makes its request to Contractor after noon on a weekday, Contractor will Collect Abandoned Waste by the end of the following weekday.
2. Contractor shall respond to requests from the City to collect abandoned waste on City Premises.
  3. Proactively Collect any and all Abandoned Waste from designated Hot Spots identified by the City, on a schedule set by the City.
  4. Deliver items to facilities that provide the following services, in the following order of priority:
    1. Reuse "as is".
    2. Disassembly for Reuse or Recycling.
    3. Transport Bulky Items and Reusable Items to the appropriate Approved Facility for Reuse or Processing ,Transport Organic Waste, such as Green Waste, to the Approved Organic Waste Processing Facility for Processing.
    4. Disposal.
  5. Contractor will cooperate with City in any investigation and prosecution of illegal dumping.
  6. Contractor will clean up litter within a 20 foot radius of each Abandoned Waste Collection site.

Additional reporting and scheduling details and requirements are included in Exhibit 6.

#### **4.08 Other Services**

Contractor will provide the Services under this Section.

##### **a. City Roll-Off Box Services**

Contractor will provide the Services under this Section.

##### **(1) Annex Yard Collection**

Contractor shall Collect Refuse, Recyclable Material, Organic Waste, Bulky Waste, Palm Fronds, street sweeping debris and Construction/ Demolition Debris Delivered by the City for Collection at the City of Santa Barbara Corporate Annex Yard, located at 401 East Yanonali Street, at no cost to the City so long as such Collection shall not exceed 850 Roll-Off Container pulls or 3,000 tons during any Calendar Year of the Franchise. Contractor shall also collect electronic waste delivered by the City for collection on an as needed basis (Annex manager will request service through Contractor when container is filled up). The City may request up to 10% additional service with no change in Contractor's Compensation.

## **(2) Spoils**

Contractor shall accept, handle, process and dispose up to 2,000 tons per Calendar Year of the Spoils generated or collected by City operations provided that the City delivers such spoils to the designated Contractor Recycling Facility. For the purposes of this paragraph, "Spoils" shall be defined as dirt, rock, concrete, asphalt, roots, vegetation and any other material typically in or immediately attached to the ground. Contractor will provide the Spoils services described in this subsection without charge to City. The City may request up to ten percent 10% additional service with no change in Contractor's Compensation.

## **b. City Facilities**

Contractor will provide all of the following Contract Services to the City:

1. Supply Containers of the type and capacity, and at the facilities, that City requests.
2. Collect Refuse, Recyclable Material and Organic Material at the frequency that City requests.
3. Transport Refuse to the Disposal Facility/Facilities, Recyclable Material to the MRF(s) and Organic Material to the Organics Site(s).
4. Collect batteries discarded in clear plastic bags laid on top of Blue Containers or orange buckets placed next to Blue Containers.
5. Reuse or Process batteries (not Dispose of them).
6. Collect electronic waste at City facility collection locations designated by City.

As of the Contract Date, the type and capacity of Containers, facilities and Collection frequency is listed under Exhibit 7. After the Contract Date, City may request any or all of the following changes in Contract Service:

1. Stopping service at listed facilities,
2. Type of Containers; or
3. Capacity of Containers and frequency of service, up to 7.5% more than the aggregate volume of all Containers listed on Exhibit 7 on the Contract Date. Volume is calculated as follows:
  - The capacity of each Container (in gallons or cubic yards) is multiplied by the number of times that Contractor Collected that Container each week; then
  - Adding together the volume of all Containers, assuming that one cubic yard equals 202 gallons.

## **c. Public Containers**

**(1) Location and Frequency.** Contractor will provide both of the following Contract Services without charge to Customers or City over the term of the Agreement:

1. Provide collection of refuse in Containers provided by City for the public's discard of Refuse, at the locations described in Exhibit 8.

2. Collect those Containers at least weekly, or more frequently as determined by City, to service waste volume including seasonal differences.
3. Each location may include both refuse and Recyclable Material Containers.

**(2) Container Handling, Placement and Bags.** Contractor will do all of the following:

1. Handle each litter Container with care;
2. After emptying each litter Container, return it to the original location, without obstructing any passable driveway, sidewalk or street; and
3. Provide and replace bags acceptable to City.

(3) **Litter Clean Up.** Contractor will clean up litter within a five foot radius of each litter Container.

(4) **Reporting.** Contractor will report missing Containers, Containers damaged beyond ability to use, and Containers that are missing liners to the City Representative.

#### **d. Large Venue Recycling**

**(1) Program Development.** Contractor will comply with PRC 42648.4, including the following:

1. Meet biennially with operators of Large Venues and Large Events in the Franchise area; and
2. Determine the Solid Waste reduction, Reuse and Recycling programs that are appropriate for the Large Venues or Large Events to meet the requirements of AB 2176 and SB 1383.

Contractor will refer operators to CalRecycle's web site under PRC 42648.11.

**(2) Program Facilitation.** Contractor will use Reasonable Business Efforts to assist City and operators of Large Venues and Large Events with reporting and planning needs and to facilitate the operators' Solid Waste reduction, Reuse, Recycling and Organic Waste Recycling program.

**(3) Recyclables Containers.** Contractor will provide Recyclables Material and Organic Material Collection service to operators at the applicable Rate.

#### **e. Zero Waste Events**

Upon a written request from the City provided not less than 72 hours prior to an event date, Contractor shall deliver steam-cleaned Foodscraps Carts or Cans (in reasonable quantities requested by the City) to City-owned or leased facilities for a City Zero Waste event up to 70 times per Calendar Year. If provided with sufficient notice, Contractor shall deliver the Containers up to two weeks prior to the event date and will Collect the

Containers within one week following the event. The City may request up to 10% additional service at no additional cost.

**f. Annual HHW Events**

Contractor will annually provide events for City residents to drop-off HHW at convenient and centralized locations within the City, supplementing the existing County of Santa Barbara Community HHW Collection program at UCSB. In addition to HHW, E-waste comprised of computer monitors, televisions and stereos shall also be accepted. Contractor shall spend a minimum of \$170,000 holding HHW events in the first Contract Year (July 1, 2023 through June 30, 2024) with that amount adjusting in accordance with the average annual change in the CPI Index via the formula established in Article 13. Contractor will work closely with the City with respect to the locations, dates, community outreach, traffic controls and other logistics regarding the HHW events. Contractor shall provide its work plan for the events to the City annually by July 1, and shall seek the City's approval of the work plan prior to undertaking the events. Contractor will provide itemized list of costs incurred for each event held to the City. Any unused funds may be carried over into the next calendar year.

**g. Clean-up Services**

Contractor shall provide the City with 200 Roll-Off Containers per Calendar Year, including delivery of empty Containers and pickup of loaded Containers from work site locations designated by the City, and the associated Diversion of Disposal of the collected contents. Roll-Offs will be used for City services including, but not limited to tree trimming and palm frond collection. Roll-Offs provided via this provision shall not be used for construction and/or demolition projects undertaken by the City but may be requested for small internal renovation projects if undertaken by City staff and not an outside contractor. Requests for this service will be directed to the City Contract Liaison by the City Representative. The City may request up to 10% additional service with no change in Contractor's Compensation.

**h. Neighborhood Clean-ups**

Contractor shall also provide portable toilets and other unscheduled disposal services, such as trash cans, whenever requested by any department of the City and such equipment or disposal services are for use in connection with City-sponsored programs and neighborhood clean-ups. Contractor will provide such equipment and services completely free of charge to City and Contractor shall be solely responsible for the costs of, and all fees, charges, or taxes arising from, the provision of such equipment and services to the City to the extent the costs does not exceed \$15,000 per Contract Year with the costs determined by the standard and typical charges charged by Contractor for such services in the City and provided further that the \$15,000 annual amount shall be adjusted by the increase or decrease in the CPI Index as such adjustments are provided for in Article 13.

## **i. New Contractor Programs and Services**

Any new programs or services Contractor intends to offer any Customers in the City must first be proposed to the City for its administrative approval prior to provision of any new programs, or services or outreach and education within the City.

## **4.9 Collection Times and Schedules**

### **a. Times**

The City may limit Commercial Services in specified areas to residential hours based on noise complaints from nearby residents affected by such Commercial Services.

(1) **Residential Areas**. Contractor will provide Collection in Residential areas between 7:00 a.m. and 6:00 p.m.

(2) **Commercial and Industrial Areas**. Contractor will provide Collection in Commercial and industrial areas between 5:00 a.m. and 6:00 p.m.

### **b. Schedule**

(1) **Holiday Schedule**. Contractor will provide Collection scheduled for a Holiday on the Contract Service Day immediately following the Holiday. Contractor will provide affected Customers advance written Notice of that change in all of the following manners:

1. By email to affected Customers who have provided email addresses, and
2. In the newsletter sent to affected Customers before the Holiday.

(2) **Changed Schedule**. Contractor will notify each Customer of any change in the Customer Collection Day in each and all of the following manners:

1. On a tag attached to each Residential Customer's Container on the Customer Collection Day immediately preceding the change;
2. By phone or in person to a Commercial Customer the week before the change,
3. By email to Customers who have provided email addresses, and
4. Any other manner and time requested by City.

## **4.10 Container Service**

### **a. Provided by Contractor**

Contractor will provide Customers with all the following receptacles for storage of Discarded Materials pending Collection, approved by City:

1. All Containers (*except* Compactors) for all Customers,
2. Buckets for battery Collection, and
3. Sharps Containers, boxes and labels for Residential Cart and Bin Customers.

Contractor shall collaborate with the City in labelling Containers with Customer service location information when City has identified specific issues involving

Customers and Containers (e.g., Containers left out after collection day and other nuisances).

## **b. Delivery, Pick-up and Exchange**

(1) **Service Commencement; Lost or Stolen Containers.** Contractor will deliver Containers to the Set-Out Site no later than the next Contract Service Day after Customer request and ensure that each Customer has a Container for Discarded Materials during the Days remaining prior to the next Customer Collection Day.

(2) **Service Termination; Change in Subscription Levels.** Contractor will pick up, exchange, increase or decrease the number of Containers at the Set-Out Site no later than the next Customer Collection Day after Customer request to terminate service or change Service Levels.

## **c. Repair or Replacement**

Contractor will maintain and repair all Containers. On the next Customer Collection Day after Customer or City request, Contractor will repair or replace Containers that are damaged or constitute a threat to public health and safety (including keeping out rodents, flies and other vectors). City determination of whether a Container must be repaired or replaced will bind Contractor.

## **d. Annual Cleaning of Commercial Bins**

Contractor will clean Bins at Commercial Premises at both of the following times:

1. All Containers, once each Year upon Customer request.
2. All Containers for Collection of Food Scraps, twice per each Year, upon City or Customer request.
3. More frequently if directed by the City.

## **e. Collection and Emptying of Containers**

After emptying each Container, Contractor will replace it at its Set-Out Site, which may include On-Premises service locations for Qualifying Customers or those choosing to subscribe to premium On-Premises service. Contractor shall not provide Containers to Customers for uses other than those contemplated via this Article.

## **4.11 Service Standards**

### **a. General**

Contractor will perform all Contract Services in a prompt, thorough, comprehensive, reliable, courteous and professional manner so that Customers receive high-quality Contract Service at all times. Contractor will comply with its

Customer Service Policy (Exhibit 9). Contractor must perform Contract Services regardless of weather conditions and regardless of difficulty of Collection, subject to the exceptions under Section 4.12. Particular specifications in this Agreement do not relieve Contractor of its duty and obligation to accomplish all other aspects of Contract Services in the manner provided in this Subsection, whether or not those other aspects are also addressed elsewhere in this Agreement.

**b. Litter and Leaks**

**(1) Customer.** If Contractor repeatedly observes littered Discarded Materials outside a Container set out for Collection, Contractor will do both of the following:

1. Discuss ways to prevent litter directly with the Customer who subscribes to those Containers, and
2. If the problem persists beyond two regularly scheduled pickups, report its observations and discussions to City.

**(2) Contractor**

**(i) Discarded Materials.** Contractor will immediately clean up all Discarded Materials spilled, scattered or littered while performing Contract Services, including:

1. Lifting and emptying Containers, and
2. Driving from or between Collection stops and tracking Solid Waste onto any alley, street or public place.

**(ii) Liquids.** Contractor will not allow hydraulic fluid or other liquid to leak from any Vehicle. Contractor will immediately clean up all leaks and spills occurring while providing Contract Services. Contractor will keep a record of leaks including type, amount and action taken to clean it up.

**(iii) Equipment and supplies.** Contractor will equip each Vehicle with a broom, shovel and absorbent material.

Contractor will pay all fines for improperly covering loads and spills, including those assessed by the operator of an Approved Facility.

**c. Respect for Property**

**(1) Private Property.** Contractor will do all of the following:

1. use due care in entering and exiting Customer's' property or enclosures,
2. use paved walks or surfaces where practicable and avoid crossing

- private or public landscaped areas,
- 3. *not* jump over hedges and fences, and
- 4. after making Collections, close all gates it opened.

Within two Days of receiving Customer Notice (oral or written) of any damage, Contractor will determine whether or not the damage to Customer's property was caused by the inattention, carelessness or negligence of Contractor's employees. Within three Days of making its determination that it was responsible for the damage, Contractor will reimburse Customer for Direct Costs of repairing or replacing damaged property. However, Contractor may request the Customer to give Contractor a waiver of damage liability and/or Indemnification in a form approved by the City if Customer specifically directs Contractor to drive on private driveways or pavement in the course of providing Contract Service. Contractor will include description of any Customer Notice of damage, including status of resolution, in its Monthly Report.

## **(2) Containers**

- (i) **Care.** Contractor will handle Containers carefully. Contractor will not throw or drop Containers from trucks or roughly handle, damage or break them.
- (ii) **Placement.** Contractor will return Containers to within 5 feet of the location from which they were picked up, upright, without obstructing any passable driveway, sidewalk or street.

## **(3) Pavement and Utilities**

- (i) **Pavement.** Contractor is responsible for damage to driving surfaces, other than ordinary wear and tear, when City or Customer can demonstrate to satisfaction of City either or both of the following:
  - 1. A Vehicle driven on the damaged surface exceeded the maximum weight limits under Law, or
  - 2. Contractor operated the Vehicle negligently.
- (ii) **Utilities.** Contractor is responsible for damage to public and private utilities, whether located on public or private, streets or property, when City or Customer can demonstrate to satisfaction of City that damage is the result of the inattention, carelessness or negligence of Contractor.

**(iii) Repair or Replacement.** City or Customer may do either of the following:

1. Direct Contractor to repair or replace damaged pavement or utilities to satisfaction of Customer or City within one week of direction, or
2. Repair and replace them itself or through a third party.

In either event, Contractor will reimburse Customer his or her Direct Costs of repair or replacement and City its City Reimbursement Costs of repair or replacement.

**d. Noise**

Contractor will conduct Collection as quietly as possible. Contractor will resolve any noise complaints to City satisfaction within two Days of City request.

**4.12 Service Exceptions and Non-Collection Notices**

**a. Non-Collection**

Contractor is not required to Collect Discarded Materials in any of the following events, when it must take all of the following actions:

<b>Collection Exception</b>	<b>Actions: Non-Collection Notice</b>
<p><b>Contaminated materials:</b> Customer has Discarded Materials <i>other</i> than the following:</p> <ul style="list-style-type: none"> <li>• Recyclables in the Recyclables Container.</li> <li>• Organic Waste in the Organic Material Container.</li> </ul>	<ol style="list-style-type: none"> <li>1. Attach a Non-Collection Notice (red tag see Exhibit 10), together with</li> <li>2. Information listing examples of Recyclables or Organic Materials, and how to discard them.</li> <li>3. Follow procedures listed in Section 4.20.</li> </ol>
<p><b>Uncontainerized Solid Waste:</b> Discarded Material discarded outside a Container unless allowed under this Agreement. Materials allowed outside Containers include all of the following:</p> <ol style="list-style-type: none"> <li>1. Bulky Waste,</li> <li>2. Bags of Green Waste, and</li> <li>3. Holiday Trees.</li> </ol>	<ol style="list-style-type: none"> <li>1. Attach Notice to uncontainerized materials or Customer's adjacent Container, together with</li> <li>2. A summary that explains when, where and what uncontainerized materials Customer may discard</li> </ol>

<b>Collection Exception</b>	<b>Actions: Non-Collection Notice</b>
<b>Excess Weight:</b> Container in excess of weight limits posted on Container	Attach Notice to Container marked to explain the reason for Non-Collection.
<b>Hazardous Waste.</b> Contractor determines that Containers contain Hazardous Waste (other than Household Hazardous Waste not discovered and identified by Contractor acting under its Hazardous Waste Handling Protocol)	<ol style="list-style-type: none"> <li>1. implement Hazardous Waste Protocol,</li> <li>2. attach Notice to Container</li> <li>3. attempt to personally provide the Customer with written information about the proper Disposal of Hazardous Waste prior to leaving Customer's Premises, and</li> <li>4. report to City in Monthly Report.</li> </ol>
<b>Improper Set-Out Site:</b> Container is not placed in either of following locations: <ol style="list-style-type: none"> <li>1. At the curb of a Residential Premises, or</li> <li>2. If no curb, edge of Residential Premises abutting street, or</li> <li>3. For Rollout Services, at the spot agreed upon between Customer and Contractor and noted in the Customer subscription Records.</li> </ol>	Attach Notice to improperly placed Container
<b>Health or Safety Threat:</b> Contractor determines that any condition at or near any Set-Out Site presents a health or safety threat to Contractor's employees.	Immediately notify the Customer. Upon City authorization, Contractor will discontinue Collection until the threat is eliminated.

**b. Non-Collection Notice**

Contractor will include the preceding information in the Non-Collection Notice. The Non-Collection Notice shall, at a minimum: (i) inform the Customer of the reason(s) for non-Collection; (ii) include the date and time the Notice was left or issued; and, (iii) describe the premium charge, if any, to Customer for Contractor to return and Collect the Container after Customer removes the Contamination. The Contractor's Notice of non-Collection may be left attached to or adhered to the Generator's Container, or at the Premises' door or gate at the time the Violation occurs, or subject to City's approval, may be delivered by mail, e-mail, text message, or other electronic message with photographic evidence of the Violation(s).

Contractor shall submit a sample of its Non-Collection Notice to the City Contract

Manager for approval prior to implementing use of it with Customers and before making any changes.

**c. Report**

Contractor will report the non-Collection to the City in its Monthly Report or, upon City request, by the next Contract Service Day.

**d. Disposal of Contaminated Materials**

If the Contractor observes Prohibited Container Contaminants in a Generator's Container(s), Contractor may Dispose of the Container's contents, provided Contractor complies with the noticing requirements in Section 4.12.b above.

**4.13 Missed Pickups and Other Complaints**

Contractor acknowledges that City determined to procure and enter into this Agreement with Contractor for reasons that include providing high quality Customer service, relations and satisfaction.

**a. Timeliness**

On or before the next Contract Service Day after Customer or City complaint (such as a missed pickup), Contractor will resolve the complaint acceptably to Customer or City (including providing a special pickup).

**b. Customer Service Policy**

**(1) Records.** Contractor will maintain a daily written record and/or computer database log of all oral and written communications between Customers and Contractor related to Contract Service, including orders, complaints and disputes. Franchise will maintain information requested by City, including all of the following:

1. Date and time communication was made,
2. Individual's name and address (if he/she is willing to give this information),
3. Description of the communication, and
4. Date and description of response to communication (or reason for non-response), including resolution of any complaint or dispute.

Contractor will give City access to those Records during Contractor office hours by either or both of the following means, at City option:

1. At Contractor office, or
2. Electronically.

**(2) Resolution.** Contractor will handle complaints and resolve disputes

(including billing disputes) under its Customer Service Policy.

**c. Reimbursement of City Cost**

Contractor acknowledges that City is not responsible for taking, responding or resolving Customers' questions, complaints and disputes, including any or all of the following:

1. Missed pickups,
2. Notice of commingling Organic Waste or Recyclables with Refuse,
3. Reports of noise, litter or damage, or
4. Requests for information on Contract Services, such as dates of Bulky Waste Collection, Holiday schedules, permissible items of Green Waste or Recyclables, etc.

However, if City chooses to take, respond or resolve any question, complaint or dispute, Contractor will reimburse City Reimbursement Costs that City incurs in excess of either or both of following times:

1. **Five hours/complaint:** more than five hours resolving a particular Customer's complaint, or
2. **Two hours/week:** more than two hours in any work week (Monday through Friday) resolving one or more Customer complaints.

**d. SB 1383 Regulatory Non-Compliance Complaints**

**(1) Records.** For complaints received in which the Person alleges that an entity is in Violation of SB 1383 Regulations, Contractor shall document the information listed in Section E.5 of Exhibit 11. Contractor shall provide this information in a brief complaint report to the City for each SB 1383 Regulatory non-compliance complaint within 30 Days of receipt of such complaint, and a monthly summary report of SB 1383 Regulatory non-compliance complaints in accordance with Section E.5 of Exhibit 11.

**(2) Review of SB 1383 Regulatory Non-Compliance Complaints.**

Contractor shall commence a review, within 30 Days of receiving a complaint in the following circumstances: (i) upon Contractor receipt of a complaint that an entity may not be compliant with SB 1383 Regulations and if City determines that the allegations against the entity, if true, would constitute a Violation of SB 1383 Regulations; and, (ii) upon City request to investigate a complaint received by City, in which City determines that the allegations against the entity, if true, would constitute a Violation of SB 1383 Regulations. Contractor is required to review complaints against Customers and

Generators, but not against Food Recovery Organizations, Food Recovery Services, and other entities regulated by SB 1383 Regulations.

Contractor shall review the complaint using one or more of the methods:

- a. Reviewing the Service Level of the entity that may not be compliant with SB 1383 Regulations;
- b. Reviewing the waiver list to determine if the entity has a valid de minimis, physical space constraint, or Collection frequency waiver;
- c. Reviewing the Self-Haul registration list to determine if the entity has registered and reviewing the entity's reported Self-Haul information;
- d. Determining if the entity is located in a Low-Population Area and/or High-Elevation Area;
- e. Inspecting Premises of the entity identified by the complainant, if warranted; and/or,
- f. Contacting the entity to gather more information, if warranted.

**(3) Reporting.** Within seven Days of completing a review of an SB 1383 Regulatory non-compliance complaint, Contractor shall submit a complaint report that documents the review performed and recommends to City on whether or not the entity reviewed is in Violation of SB 1383 Regulations based on the Contractor's review. The City shall make a final determination of the allegations against the entity.

#### **4.14 Means of Communicating with Customers and City**

##### **a. Contractor Office**

Contractor will maintain an office ("**Contractor office**") within the Contract Service Area. Contractor will keep its office open at a minimum from 8:00 a.m. to 5:00 p.m. weekdays, *except* Holidays ("**Contractor office hours**"). During Contractor office hours, a representative of Contractor must be available for receiving the City Representative (and individuals accompanying City Representative), Customers and the public.

##### **b. E-mail**

Contractor will maintain and monitor an active email address for correspondence with Customers and City, including placing subscription orders (such as selecting Cart size).

##### **c. Phone**

Contractor acknowledges that Customers' contact with Contractor's employees by telephone is critical in establishing and maintaining good Customer service, relations and satisfaction.

- (1) **Phone Hours**. Contractor will answer the telephone at both of the following times ("**Contractor phone hours**"):
1. during Contractor office hours, and
  2. If Contractor provides Collection on Saturday, from 8:00 a.m. to noon on Saturdays.

Contractor will provide an answering machine or answering service to take messages of calls received outside of Contractor phone hours. Contractor must respond to messages no later than the following Contract Service Day. Contractor may use an answering service to handle calls on Sundays from a Sunday Service Customer. If there is an issue requiring response on a Sunday, Contractor must call customer back the same day, otherwise Contractor may call customer back the following Business Day.

- (2) **Toll-free Number**. Contractor will list its toll-free telephone number under Contractor's name in City telephone and online directories (white pages and yellow pages).

- (3) **City Contract Liaison Number**. Contractor will provide direct contact number for the Contract Liaison dedicated to the City per this Agreement.

- (4) **Emergency Number**. Contractor will also maintain a local emergency telephone number disclosed to City Representative and any other individual named by City for use outside Contractor phone hours. Contractor will return any call made to that number as soon as possible, and not more than one hour. Contractor's emergency contact must empowered make decisions on behalf of Contractor.

- (5) **Response Standards**. Contractor will comply with all of the response standards under this Subsection.

- (i) ***Phone Tree***. An automatic phone tree cannot have more than two options, such as:

1. Speaking to an operator in Spanish (English being the default, which the caller does not have to choose), or
2. Indicating if the caller is a Residential or Commercial Customer.

- (ii) ***Answer Time***. Contractor will answer all incoming calls either or both of the following ways:

1. 90% by a live operator within 4 rings, or
2. Giving the caller the option of leaving a voice mail message. Contractor will respond to all messages left during Contractor's phone hours that same Day.

**(iv) Records and Checks.** Contractor will install a call tracking system capable of all the following:

1. Logging all incoming calls,
2. Recording the length of time callers are put on hold,
3. Recording calls that hang up, and
4. Aggregating individual logs and Records and generating cumulative performance reports.

**(v) Hold Time.** Contractor will monitor hold times so that Customer hold times do not exceed 4 minutes 90% of the time.

City may evidence Contractor's compliance with - or breach of - these phone response obligations based on either or both of the following:

1. The phone logs, or
2. City's check:
  - At least three calls within one week, or
  - At least 10 calls within one month.

#### **d. Posting Contact Information**

Contractor will post its Contractor Contact Information, including Contractor office address and office hours, Contractor's toll-free phone number and phone hours, and Contractor's website and email address, on all of its written communications with Customers, including all of the following:

1. Bills (Contractor shall also provide a copy of bills that it directly issues to customers that are not billed by the City as of the commencement date of the Agreement, and in advance of any future changes to the format of those bills).
2. Customer Service Guide.
3. Non-Collection Notices.
4. Newsletters.

#### **e. Service Complaints**

Contractor shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Generator complaints relating to service, equipment and billing. Any electronic, written or verbal communication to Contractor to identify a defect or deficiency in service shall be addressed by Contractor as a complaint.

Contractor shall record in a separate log, the format of which is approved by the City, all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This complaint log shall be available for inspection by City. In addition, Contractor shall compile a summary statistical table of the complaint log with its Monthly Reports.

Contractor shall respond to all complaints from Generators within 24 hours of its receipt of notice of the complaint. In particular, if a complaint involves a failure to Collect

Discarded Materials, Contractor shall Collect the Discarded Materials in question within such 24-hour period, provided it has been Delivered for Collection in accordance with the Agreement.

## **4.15 Education and Public Relations**

### **a. General**

In order to promote public education and compliance with local and State regulations, Contractor shall perform the activities specified in this section.

### **b. Program Objectives**

The Contractor and City have mutual responsibility for designing, implementing, and conducting a public education and outreach program, with the Contractor's specified responsibilities detailed in the subsections below. The City's public education and outreach strategy shall focus on improving Generator understanding of the benefits of and opportunities for source reduction, Reuse, and Landfill Disposal reduction and supporting compliance with Applicable Laws and regulations, including, but not limited to AB 341, AB 1826, and SB 1383. In general, public education and outreach activities aim to: (i) inform Generators about the services that are provided under this Agreement with specific focus on describing the methods and benefits of source reduction, Reuse, Recycling, and composting; (ii) instruct Generators on the proper method for placing materials in Containers for Collection and setting Containers out for Collection, with specific focus on minimizing contamination of Source-Separated Recyclable Materials and SSGCOW; (iii) clearly define Excluded Waste and educate Generators about the hazards of such materials and their opportunities for proper handling; (iv) discourage Generators from buying products if the product and its packaging are not readily reusable, recyclable, or compostable; (v) inform Generators subject to food recovery requirements under SB 1383 Regulations of their obligation to recover Edible Food and actions they can take to prevent the creation of Food Waste; (vi) encourage the use of Compost; and, (vii) encourage Generators to purchase products/packaging made with recycled-content materials. The cumulative intended effect of these efforts is to reduce each Generator's Solid Waste and, ultimately, Disposal of Solid Waste. Contractor agrees to support and not undermine or interfere with such efforts.

### **c. Contractor Cooperation and/or Support for City Educational Efforts**

Contractor acknowledges that they are part of a multi-party effort to operate and educate the public about the integrated waste management system. Contractor shall cooperate and coordinate with the City on public education activities to minimize duplicative, inconsistent, or inappropriately timed education campaigns. Contractor shall obtain approval from the City on all Contractor-provided public education materials including, but not limited to: print, radio, television, email or internet media before

publication, distribution, and/or release. City shall have the right to request that Contractor include City identification and contact information on public education materials and approval of such requests shall not be unreasonably withheld. City may direct Contractor to modify the education and outreach program at any time.

**d. Public Information Brochures**

Contractor shall prepare public information cards or brochures containing information about the Collection Services including schedules and methods of collection; charges; billing and payment procedures; etc. Contractor shall distribute such information cards by first class mail to the occupants of all Residential, Business, Industrial and Institutional Premises prior to January 1, annually. Information cards or brochures shall be revised and distributed whenever, in the reasonable opinion of City, there is any material change in the information. Brochures will include a QR code and written out URL to City Specific Website for further resources about waste reduction and recycling guides. Contractor shall submit drafts of the brochures to City for approval prior to distribution.

**e. New Customer Information**

Contractor shall mail New Customer Packets to each newly subscribing Customer. Contractor shall submit drafts of the maps, schedules, and information cards or brochures to City for approval prior to distribution. New Customer Packet materials will include a QR code and written out URL to City Specific Website for further resources about waste reduction, recycling guides, and other contractual services. New Customer packet and any other materials sent to City customers should state that these are City contracted Services and include City Seal.

**f. Minimum Website Requirements**

City Customers Contractor's website should be directed to a City customer page on Contractor's website with links to the following City pages:

1. General service guides (recycling, green waste, bulky item, hazardous waste, etc.) and other information about Contract Services.
2. Billing and Adopted Rate schedule pages.
3. Link to this Agreement.
4. Link to general City Environmental Services homepage.
5. Link to drop-off facilities page where Customers can legally discard Special Waste (including Universal Waste and E-waste) and Hazardous Waste.
6. City resident specific Page should include City Seal and City Sustainability logo.
7. Page links may change at the discretion of the City and should be updated within five business days.

## **g. Material Distribution Methods**

Contractor shall use the following methods to provide educational information to Customers. All materials shall be approved by City prior to distribution.

- (1) **Printed materials.** Contractor shall provide printed educational materials as described in this Section. All Contractor-printed public education materials shall, at a minimum, use recycled paper and/or be made of Recyclable Materials. Contractor will use 100% post-consumer paper and procure printed materials from local businesses.
- (2) **Electronic materials and website content.** Contractor shall provide electronic and website content for educational and outreach materials, which may include, but are not limited to: digital graphics, digital versions of print materials, social media posts, and blog posts. Contractor shall be responsible for the posting and electronic distribution of these materials.

## **h. Non-English Language Requirements**

Contractor shall make all public education and outreach materials required by this Section available in English and Spanish. Upon City request, Contractor shall provide materials in additional languages beyond those specified in this Section in response to shifting demographics within the City's jurisdiction; updates to State requirements or Applicable Law; or any other reason deemed appropriate by the City.

## **i. Record Keeping and Reporting Requirements**

Contractor shall comply with the public education and outreach record keeping and reporting requirements of Article 10.

## **4.16 Customers' Privacy**

Contractor will strictly observe and protect Customers' privacy rights under this Section and Law.

### **a. Customers' Identity**

Contractor will not reveal Customers' names, addresses, telephone number, email address, billing information, or the composition or contents of a Customer's waste stream to anyone *except* as follows:

1. In confidence to the City at the City's request for official purposes;
2. The Regulatory Authority, as required by Law;
3. Upon the issuance of a valid warrant or subpoena.
4. Upon receipt of valid Customer authorization.

This provision will not be construed to preclude Contractor from preparing, participating

in or assisting in the preparation of waste characterization studies or waste stream analyses requested by City.

## **b. Customer Lists**

Except for disclosures authorized by subsection a of this section, Contractor will not market, sell, convey, or donate to anyone any list with the name or address of any Customer *except* with the express written consent of the Customer.

## **4.17 Billing**

The City conducts billing for all SMR, LGR and Commercial Customers. Contractor conducts billing for all Customers receiving Regularly Scheduled Roll-Off/Compactor Service. For Customers billed by the City:

- Contractor processes all starts of service, stops of service, changes to the level of service, or frequency of service, via requests directly from customers.
- City Finance Department (Utility Billing) processes the waste billing, including answers questions about billing and levels of service directly with customers.
- Finance Department and Contractor utilize Customer Information and Billing Software (CIS) to manage the customer records and billing processes. When Contractor processes changes to customer's accounts, they input the service request (called a "task") into CIS. Then the Finance Department updates the customers billing records to reflect the changes included in the service request.
- Contractor shall enter service requests into CIS in a timely manner within two Business Days.
- Contractor shall be available via telephone to resolve issues encountered by the Utility Billing/Finance Department.
- Contractor shall work with the City to assess shared accounts and update billing records accordingly with 2 days of City's request.
- Contract will receive and respond to billing tasks generated by City withing CIS.

## **a. Schedule**

The terms and conditions of this Section pertain only to Customer billing activities performed by Contractor.

### **(1) Presentment**

- **Timing.** Contractor will calculate each Customer's bill based on the Adopted Rates for that Customer's Contract Service.
- **Means.** Contractor will offer Customers the option of receiving and

paying bills by postal service or on-line at the postal or web address printed on bills.

- **City Sample.** At the same time it presents Customers' bills, Contractor will send City a sample bill copy, including inserts or announcements.
- **Format.** Contractor will distribute bills in a format to be approved by the City.

(2) **Payment.** Bills must be payable only to the order of Contractor, and no one else, including Affiliates. Bills payable in advance must be paid on the last Day of the service period after presentation. Contractor agrees that it has no recourse against the City for failure by a customer to pay all or part of any bill issued by the Contractor and releases City from any liability to arising from Contractor's billing obligations.

(3) **Delinquency**

- Bills paid in arrears may not become delinquent sooner than 30 Days after presentment, *unless* City accepts an earlier date (*for example, if the Commercial bill for January services is dated January 31, the bill would be delinquent after February 28*).
- **Late Payment Charges.** Contractor may charge a Customer a late payment fee in the amount of 1.5% per month (not compounded) on all or a part of invoiced but unpaid amounts from the due date until the date paid, *including* on amounts that Customer withheld pending resolution of a dispute with Contractor but which Contractor subsequently determined the Customer owed to Contractor.

(4) **Suspension of Service**

Contractor may suspend or terminate Contract Service for failure to fully pay bills at the following times:

- 90 Days after the invoice date of a Residential bill, with the invoice date being the first day of the service period billed for.
- 30 Days after the invoice date of a Commercial bill, with the invoice date being the last Day of the service period billed for.

Contractor may charge a fee to reestablish service to Customers whose Containers have been removed due to non-payment as specified in the City's Adopted Rates.

Contractor will suspend or reduce Contract Service to a Customer per Customer request for no less than one month or more than six months. Contractor will pro-rate that Customer's bill to reflect the number of Days service is suspended.

- (5) **Refunds.** Contractor will refund to Customer overcharges within 30 Days of either of the following times:
- Contractor's receipt of Customer payment, or
  - Contractor's discovery of the overcharge.
- Contractor will pay interest at 10% per annum from the date originally overcharged until the date refunded, or lesser amount acceptable to City.
- (6) **Discounts.** For Customers billed by City, Contractor may voluntarily pay the City for all or a portion of the billings for services provided to a Customer; the City does not require Contractor to provide discounts or free services to Customers that would otherwise pay bills for service. For Customers billed by Contractor, Contractor may voluntarily discount or provide free service. However, Contractor must still pay the City the difference between Contractor monthly costs of service per unit in Exhibit 26 and City's adopted monthly rates in Exhibit 27, as those Exhibits may be updated by the Parties from time to time. In all cases wherein Contractor pays all or a portion of a Customers bills, Contractor shall maintain records of Customer service levels and provide those records to the City upon request. Additionally, Contractor shall implement all other provisions of this Agreement pertaining to handling of Customers, including but not limited to those provisions pertaining to contamination, overage, incorrect set-outs, and other applicable requirements of Customer and Contractor.

#### **4.18 Customer Satisfaction Survey**

City may conduct Customer service satisfaction surveys. Contractor may review and comment upon the survey form and content. Contractor will cooperate with City and its surveyor. Contractor may obtain a copy of the survey results.

#### **4.19 Universal Enrollment Process**

Contractor shall assist the City in ensuring that the enrollment of Generators and subscription to Refuse, Recycling, and Food Waste Collection services per SB 1383 Regulations occurs in a timely and efficient manner. City and Franchise shall cooperatively develop and agree to a process no later than July 31, 2023. In accordance with Article 10, Contractor shall maintain Records and provide reports necessary for the City to verify the enrollment of Generators. In accordance with Article 10 Contractor shall maintain Records and provide reports necessary for the City to verify the City-wide enrollment of Generators for Collection service.

## 4.20 Contamination Monitoring

### a. Contamination Monitoring Procedures

- (1) **General.** This Section presents inspection method(s) for Prohibited Container Contaminants to be used by the Contractor in conducting contamination monitoring.
- (2) **Container Inspection Methods.** Contractor may select one of the following methods:
  - (i) **Option 1: Physical Container Inspections.** Contractor shall perform physical Container inspections for areas subscribed to automated service, or for routes serviced by Vehicles without hopper cameras. When Contractor's Hauler Route personnel dismounts from Collection Vehicles to empty a Container, such personnel shall lift the Container lid and observe the contents. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth below.
  - (ii) **Option 2: Visual Inspections via On-Board Monitoring System.** For Collection Vehicles with automated Collection service, the Collection Vehicle hopper shall be equipped with a video camera and monitoring system. The Contractor's Hauler Route personnel shall review, via the hopper video camera and monitoring system, the contents of the Containers as the materials are emptied into the Vehicle after Collection. Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in below.
- (3) **Actions upon Identification of Prohibited Container Contaminants**
  - (i) **Record Keeping.** The driver or other Contractor Representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, or Gray Container); and maintain photographic evidence. If the on-board computer system is not working or did not automatically update the Customer's account record, Contractor shall submit this record to the Contractor's Customer service department, and Contractor's Customer service department shall update the Customer's account record to note the event.

- (ii) **Non-Collection Notices.** Upon identification of Prohibited Container Contaminants in a Container, Contractor may choose not to Collect Discarded Materials from Customers for the following reasons: (i) Recyclable Materials contain in excess of twenty-five percent (25%) of Prohibited Container Contaminant; (ii) Organic Materials contain more than ten percent (10%) of Prohibited Container Contaminant; (iii) Mixed Waste contains more than twenty-five percent (25%) of Prohibited Container Contaminant; and/or, (iv) Discarded Materials in any Container contain Excluded Waste. In situations where Contractor chooses not to Collect the Discarded Materials for the reasons described herein, Contractor shall provide a Non-Collection Notice to the Generator.
  
- (iii) **Contractor Return for Collection.** Upon request from Customer, Contractor shall Collect Containers that received Non-Collection Notices within one (1) Working Day of Customer's request if the request is made at least two (2) Working Days prior to the regularly scheduled Collection Day. Contractor shall bill Customer for the extra Collection service event ("return trip charge") at the applicable City's Adopted Rates only if Contractor notifies Customer of the premium charge for this service at the time the request is made by Customer.

**b. City Right to Direct Contamination Monitoring Requirements**

City has the right to direct Contractor to perform the contamination monitoring requirements set forth below.

**c. Contamination Monitoring (Hauler Route Review Option)**

(1) **Hauler Route Review Contamination Monitoring by Contractor**

(i) **Methodology and Frequency**

Commencing on or before August 1, 2023, the Contractor shall, at its sole expense, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the Contractor; is approved by the City; and, is conducted in a manner that results in all Hauler Routes being reviewed annually or more frequently. The Contractor shall conduct Hauler Route reviews that include inspection of the contents of Customers' Collection Containers for Prohibited Container Contaminants in a manner such that a minimum of 2% of Containers on each and every Hauler Route are inspected annually, or higher percentage if required by CalRecycle. The Containers shall be randomly selected.

Contractor shall develop a Hauler Route review methodology to

accomplish the above Container inspection requirements and such methodology shall comply with the requirements of 14 CCR Section 18984.5(b). Contractor shall submit its proposed Hauler Route review methodology for the coming Year to the City no later than January 31 of each Year describing its proposed methodology for the calendar Year and schedule for performance of each Hauler Route's annual review. Contractor's proposed Hauler Route review methodology shall include not only its plan for Container inspections but may or shall also include its plan for prioritizing the inspection of Customers that are more likely to be out of compliance. City and/or CalRecycle will review and approve the proposed methodology. Contractor may commence with the proposed methodology upon approval.

If the City and/or CalRecycle notifies the Contractor that the methodology is inadequate to meet the requirements of 14 CCR Section 18984.5(b), Contractor shall, at its sole expense, revise the methodology and, after obtaining City or CalRecycle approval, conduct additional Hauler Route reviews, increased Container inspections, or implement other changes using the revised procedure. If the Contractor's proposed methodology meets the requirements of 14 CCR Section 18984.5(b), but has been deemed inadequate by the City, the Contractor shall, at the expense of the City, revise the methodology and implement the necessary changes using the revised procedure.

The City's Contract Manager may request, and Contractor shall accept, modifications to the schedule to permit observation of the Hauler Route reviews by the City. In addition, Contractor shall provide an email Notice to the City's Contract Manager no less than 10 Days prior to each scheduled Hauler Route review that includes the specific time(s), which shall be within the City's normal business hours, and location(s).

**(ii) *Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials.***

Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing procedures and contaminated Container handling protocols set forth in this Section.

**(iii) *Monthly Reporting Requirements.***

Contractor shall maintain Records and report to the City monthly on contamination monitoring activities and actions taken, in accordance with Exhibit 11.

**d. Contamination Monitoring (Waste Evaluation Option)**

(1) **General.** If directed by the City, Contractor shall, at its sole expense, conduct waste evaluations that comply with the requirements of this Section and meet the requirements of 14 CCR Section 18984.5(c). The City maintains the right to observe, or hire a third party to observe, the waste evaluations. Contractor shall, no later than January 15 of each calendar Year, provide the City with a proposed waste evaluation methodology and a schedule of waste evaluations for the calendar Year for review and approval by City. The City's Contract Manager may request, and Contractor shall accept modifications to the schedule to permit observation by the City. In addition, Contractor shall provide an email Notice to the City's Contract Manager no less than 10 Days prior to each scheduled waste evaluation that includes the specific time(s), which shall be within the City's normal business hours, and location(s) for the waste evaluation.

(2) **Sampling Method, Study Protocols.** The Contractor shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

- i. The Contractor shall conduct waste evaluations at least twice per Year and the studies shall occur in two distinct seasons of the Year.
- ii. The Contractor's waste evaluations shall include samples of Source Separated Recyclable Materials, SSGCOW, and Mixed Waste. Guidance: 14 CCR 18984.5II(1)(C) requires samples of all Container types served by the City.
- iii. The waste evaluations shall include samples from each Container type served by the Contractor and shall include samples taken from different areas in the City that are representative of the City's waste stream.
- iv. The waste evaluations shall include a minimum of 40 samples per route.
- v. The Contractor shall Transport all of the material Collected for sampling to a sorting area at an Approved/Designated Facility, where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the Contractor shall use the following protocol:
  - a. The Contractor shall take one sample of at least a 200 pounds from the material Collected from each material stream for sampling. For example, Contractor shall take a 200-pound sample taken from the

- combined contents of the SSGCOW Container samples.
- b. The 200-pound sample shall be randomly selected from different areas of the pile of Collected material for that material stream.
  - c. For each 200-pound sample, the Contractor shall remove any Prohibited Container Contaminants and determine the weight of Prohibited Container Contaminants.
  - d. The Contractor shall determine the ratio of Prohibited Container Contaminants in the sample by dividing the total weight of Prohibited Container Contaminants by the total weight of the sample.
  - e. All weights shall be recorded in pounds.
  - f. The Facility, scales, and weighing process used for the study shall meet the standards of Exhibit 13.

(3) **Contamination Response.** If the sampled weight of Prohibited Container Contaminants exceeds 25% of the measured sample for any material stream, the Contractor shall:

- i. Notify the City within 15 Business Days of the waste evaluation, and either,
- ii. Option 1: Within 15 Business Days of the waste evaluation, notify all Generators on the sampled Hauler Route of their requirement to properly separate materials into the appropriate Containers. The Contractor may provide this information by placing a written Notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, email, or electronic message to the Generators. The format of the warning Notice shall be approved by the City.

**OR**

- iii. Option 2: Within 15 Business Days of the waste evaluation, perform a targeted Hauler Route review of Containers on the Hauler Route sampled for waste evaluations to determine the sources of contamination and notify those Generators of their obligation to properly separate materials. The Contractor may provide this information to these Generators by placing a written Notice on the Generators' Containers or the gate or door of the Premises; and/or by mail, e-mail, or electronic message to the applicable Generators. The format of the warning Notice shall be approved by the City.

(4) **Noticing of Generators with Contamination, Non-Collection, and Disposal of Materials.** Upon finding Prohibited Container Contaminants in a Container, Contractor shall follow the contamination noticing

procedures and contaminated Container handling protocols, which include protocols for non-Collection and Disposal of contaminated materials.

- (5) **Monthly Reporting Requirements.** In accordance with Exhibit 11, Contractor shall maintain Records and report to the City on a monthly basis on contamination monitoring activities and actions taken.

## **4.21 Edible Food Recovery Program Support**

### **a. Plan**

If requested by City, Contractor shall identify all Commercial Customers that meet the definition of a Tier One Commercial Edible Food Generator or Tier Two Commercial Edible Food Generators and provide a list of such Customers to the City, which shall include: Customer name; service address; contact information; Tier One or Tier Two classification; and, type of business (as it relates to the Tier One and Tier Two Commercial Edible Food Generator definitions).

### **b. Education**

At least annually, the Contractor shall provide Commercial Customers with the following:

1. Information about the Contractor's and City's Edible Food Recovery program.
2. Information about the Commercial Edible Food Generator requirements under 14 CCR, Chapter 12, Article 10.
3. Information about Food Recovery Organizations and Food Recovery Services operating within the County, and where a list of those Food Recovery Organizations and Food Recovery Services can be found.
4. Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

The Contractor may provide the education information required by this Section above by including it with regularly scheduled Notices, education materials, Billing inserts, or other information disseminated to Commercial Premises.

### **c. Cooperation**

Contractor shall cooperate with the implementation, expansion, or operation of Food Recovery efforts in the City, Food Recovery Organizations, and/or Food Recovery Services.

## **4.22 Technical Assistance Program**

### **a. Technical Assistance Plan**

Contractor will annually provide an outreach and technical assistance plan to address requirements in AB 341, AB 827, AB 1826, SB 1383 and any other Applicable Laws by January 1 of each calendar Year for City review and approval. The plan shall include estimated dates for distribution of all required outreach, as well as an outreach plan to address the requirements herein.

### **b. Site Visits and Waste Assessments**

By July 1, 2023 Contractor will provide an outreach and technical assistance plan for the AB 341, AB 827, AB 1826, and SB 1383 programs, to the City for approval. The plan will identify the site visit schedule for which to send a Contractor Representative to visit each LGR Dwelling and Commercial Generator's Premises for the purpose of assessing how much Source Separated Recyclable Materials and Source Separated Organic Materials is being Disposed, assessing Source Separated Recyclable Materials and Source Separated Organic Materials Collection Service Level needed to meet the requirements of SB 1383, and encouraging all Generators to establish Source Separated Recyclable Materials and Source Separated Organic Materials Collection service when mandatory service is required. Contractor shall also notify Customers of opportunities to reduce costs by enrolling in Source Separated Recyclable Materials and Source Separated Organic Materials Collection service and reducing Mixed Waste Collection service. Contractor shall contact LGR Dwelling and Commercial Customers and provide site visits according to the City-approved outreach schedule. Contractor will also provide a site visit to any LGR Dwelling and Commercial Generator that requests a site visit, even if it is ahead of schedule. Any internal Recycling programs or third-party Recycling programs that the Contractor encounters while conducting Customer site visits shall be documented using a City-approved electronic reporting form and provided in an electronic format such as a cloud-based file-sharing system that can be accessed by the City or its representatives.

Beginning August 1, 2023, and annually thereafter, Contractor Representative shall conduct site visits and waste assessments with LGR Dwelling and Commercial Generators. The Contractor shall ensure that these Generators are properly participating in the mandatory Source Separated Recyclable Materials and Source Separated Organic Materials Collection Service. If the Generator is not in compliance, the representative shall assist the Customers with selecting appropriate Containers and Container sizing, identifying acceptable Discarded Materials Collection services as set forth, and attempt to resolve any logistical barriers to providing Source Separated Recyclable Materials and Source Separated Organic Materials Collection service. Contractor shall provide ongoing, on-site training for Commercial Generators' staff, including, but not limited to: management, kitchen staff, service employees, and

janitorial staff; and LGR Dwelling Customers' staff, including but not limited to: the property manager, janitorial staff, maintenance, and any other on-site staff members or contractors that handle Discarded Materials processes.

For each on-site waste assessment conducted by Contractor, Contractor shall include documentation of the items listed below. City may request Contractor's documentation of additional information and shall authorize the format for required information.

1. Pictures of material in all Containers.
2. Characteristics of the property, business, and Generator type.
3. Written recommendations for the appropriate Service Level for each material type.
4. Documentation of the outreach and education materials provided to each Generator, including copies of the materials.
5. Determination of signage placement.
6. Determination of any on-going training needs.
7. Determination of any access needs.
8. Documentation of any special service needs, (such as, but not limited to, seasonal, automated on-call Compactor, etc.).
9. Documentation of Records of communications with the Generator.

In addition to the site visit requirements stated above, the Contractor shall assist the City in complying with the requirements included in AB 827 and SB 1383, 14 CCR Section 18984.9(b). During the site visits required in this Section, Contractor shall provide educational material (to be provided to Contractor by City) to businesses subject to the requirements of AB 827 and 14 CCR Section 18984.9(b), and make notation of the name of the business, the business address, business contact information, and business compliance or non-compliance. City may at its option, participate with Contractor in any of the above site visits, or may independently conduct site visits to supplement the Contractor's activities.

### **c. Record Keeping and Reporting Requirements**

Contractor shall maintain Records of all technical assistance activities and educational materials conducted pursuant to this Section and submit reports to the City in accordance with Article 10 and Exhibit 11.

## **4.23 Inspection and Enforcement**

### **a. Annual Compliance Reviews**

- (1) **General.** Contractor shall perform compliance reviews described in this Section commencing July 1, 2023, and at least annually thereafter, unless otherwise noted.

- (2) **Commercial Generator Compliance Reviews.** Contractor shall complete a compliance review of all LGR Dwelling and Commercial Customers that generate two cubic yards or more per week of Discarded Materials, including Organic Waste to determine their compliance with: (i) Generator requirements under the City's Collection program; and, (ii) if applicable for the Generator, Self-Hauling requirements per 14 CCR Section 18988.3, including whether a Commercial Business is complying through Back-Hauling of Source Separated Recyclable Materials, Source Separated Blue Container Organic Waste, Source Separated Green Container Organic Waste, and/or Organic Waste. The compliance review will also include information about whether each Customer's Mixed Waste is Disposed or Processed. The compliance review shall mean a "desk" review of Records to determine Customers' compliance with the above requirements and does not necessarily require on-site observation of service; however, the City may request that the Contractor perform an on-site observation of service in addition to or in lieu of the desk review if needed to obtain the required information.
- (3) **Generator Waiver Inspections.** Contractor shall verify Commercial and LGR Dwelling Generator de minimis and physical space constraint waivers, if applicable, at least once every five Years from the date of issuance of the waiver.
- (4) **Compliance Review Process.**
- (i) ***Number of Reviews.*** The Contractor shall conduct a sufficient number of compliance reviews, Contractor route reviews, and inspections of entities described in this Section, to adequately determine the entities' overall compliance with SB 1383, AB 1826, and AB 341. The City may require additional inspections, if the City determines that the amount of inspections conducted by the Contractor is insufficient. City may require the Contractor to prioritize inspections of entities that the City determines are more likely to be out of compliance.
- (ii) ***Non-Compliant Entities.*** From July 1, 2023 through December 31, 2023, when compliance reviews are performed by Contractor, Contractor shall provide educational materials in response to Violations. Contractor shall provide these educational materials to the non-compliant Customers and Generators within five Business Days of determination of non-compliance or immediately upon determination of non-compliance if such non-compliance is determined during an inspection or Hauler Route review. Contractor shall document the non-compliant Customers and Generators and the date and type of education materials provided and report such

information to the City in accordance with Article 10. Beginning January 1, 2024, the Contractor shall document non-compliant Customers and Generators determined through Contractor's compliance reviews pursuant to 4.21, and shall report all Customers and Generators with SB 1383 Violations to the City in accordance with Article 10. The City shall be responsible for subsequent enforcement action against the Generator.

- (iii) **Documentation of Inspection Actions.** The Contractor shall generate a written and/or electronic record and maintain documentation for each inspection, Hauler Route review, and compliance review conducted, including the information described in Article 10.

#### **4.24 Generator Waiver Program Coordination**

##### **a. General**

City may grant waivers for mandatory Recycling and Organic Waste Collection to Generators meeting certain conditions. Types of waivers may include, but not limited to, physical space waivers, de minimus volume waivers, and Collection service frequency waivers. Waivers issued shall be subject to compliance with SB 1383 Regulatory requirements, pursuant to 14 CCR Section 18984.11, or other requirements specified by the City. City will notify Contractor on a monthly basis of any new waivers approved and will provide an updated list of all waivers granted upon Contractor request.

#### **4.25 Service Waiver Program Coordination**

##### **a. Processing Facility Temporary Equipment or Operational Failure Waiver**

- (1) **Notification to the City.** The Contractor shall notify the City of any unforeseen operational restrictions that have been imposed upon an Approved Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent an Approved Facility from Processing and recovering Source Separated Recyclable Materials, SSGCOW, or Mixed Waste. The Contractor shall notify the City as soon as possible and no later than the next Business Day from the time of the incident. The notification shall include the following: (i) name of Approved Facility; (ii) the Recycling and Disposal Reporting System Number of the Approved Facility; (iii) date the Approved Facility became unable to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (iv) description of the operational restrictions that have been imposed upon the Approved/Designated Facility by a regulatory agency or

unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Contractor anticipates the temporary inability of the Approved Facility to Process Source Separated Recyclable Materials, SSGCOW, or Mixed Waste; (vi) Contractor's proposed action plan to deliver materials to an Alternative Facility for Processing (refer to Section A.8 of Exhibit 13) or Contractor's request for waiver to deliver Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility.

- (2) **Use of Alternative Facility or Waiver for Disposal of Materials.** Upon notification by Contractor of an Approved/Designated Facility's inability to Process materials, City shall evaluate the notification and determine if City shall require Contractor to use an Alternative Facility or allow the Contractor to Transport the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to the Approved/Designated Disposal Facility for Disposal on a temporary basis for a time period specified by the City. Upon City's decision, the City shall notify the Contractor of its requirement to use an Alternative Facility for Processing or to use the Approved Disposal Facility for Disposal, and the period of time that the City will allow the Source Separated Recyclable Materials, SSGCOW, or Mixed Waste to be redirected to the Alternative Facility or Approved/Designated Disposal Facility. Pursuant to 14 CCR Section 18984.13, the approved Disposal period shall not exceed 90 Days from the date the Approved/Designated Facility's Processing restriction or failure commenced. In such case, the Contractor must receive written permission from the City Contract Manager prior to depositing any Discarded Material in a Landfill.
- (3) **Record Keeping and Reporting.** Contractor shall maintain a record of any Approved/Designated Facility incidents and report this information to the City in accordance with Article 10 and Exhibit 11.

### **c. Disaster Waivers**

In the event of a disaster, the City may grant Contractor a waiver of some or all Discarded Materials Collection requirements under this Agreement and 14 CCR, Division 7, Chapter 12, Article 3 in the disaster-affected areas for the duration of the waiver, provided that such waiver has been approved by CalRecycle. Any resulting changes in Collection requirements shall be addressed as a change in scope in accordance with Section 9.01.

## **ARTICLE 5 OPERATIONS**

### **5.01 Route Maps, Schedules and Audits**

#### **a. Route Maps and Schedule**

Initial route maps and schedules are included as Exhibit 14. Within seven Days of City request, Contractor will give City either or both of the following documentation:

1. Maps showing Contractor's Refuse, Recyclables and Green Waste Collection routes and schedules, and maps showing Contractor's routes for each type of Vehicle (side-loaders, front-end loaders, pup / satellite trucks); or
2. Route sheets listing the following information,
  - Customers' names and addresses,
  - Levels of Contract Service, and
  - Day and approximate time (morning or afternoon) of pickup.

At least 30 Days prior to any route changes, Contractor will give City revised maps and route sheets. Contractor shall also submit current maps and schedules annually to City as requested shall have current maps and schedules available for inspection by the public and City at its business office.

#### **b. Route Audits**

Contractor will cooperate with City route audits of Vehicles that Collect Discarded Materials in City, including both of the following:

1. Allowing City to follow the Vehicles, and
2. With Contractor consent, ride in the Vehicles.

### **5.02 Vehicles**

#### **a. Vehicle Fueling**

All Vehicles used under the Agreement will comply with emission standards under Applicable Law, including State and Federal clean air requirements that are adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA's Highway Diesel Fuel Sulfur regulations and all other applicable air pollution control laws. As of the commencement date of this Agreement, Collection Vehicles must at minimum use natural gas.

Contractor understands that the City has a recovered Organic Waste product procurement requirement of 0.08 tons per capita per Year. Contractor is not obligated to use Renewable Natural Gas (RNG) in Collection Vehicles. However, if Contractor procures RNG for use in Contractor's vehicles, Contractor shall report the annual

amount of RNG, in diesel gallon equivalents (DGE).

**b. Zero Emission Vehicles**

City and Contractor shall proactively take such steps as are necessary to plan for, and upon City direction, execute transition of the Contractor's Collection Vehicles to reliance on electricity or other zero emission technologies as a fuel source. Contractor shall report to the City no less than annually on the status of the transition.

The City and Contractor shall, no less than annually, confer on the degree to which it is technologically and economically feasible to transition some or all Collection Vehicles to electricity or other zero emission technology. In determining whether it is economically feasible to transition Collection Vehicles per this Section, the City and Contractor shall review and evaluate Contractor's current and historical finances and profitability.

Upon a determination by the City that it is technologically and economically feasible to transition some or all Collection Vehicles to electricity or other zero emissions technology, Contractor shall proceed to purchase and operate such vehicles on a schedule mutually agreed to by Contractor and City, and subject to agreement regarding changes in Contractor's Compensation that are reasonable and necessary for the transition. Contractor shall be entitled to a change in Contractor's Compensation for construction of an electric charging or other fueling station, subject to the mutual agreement of the City and Contractor and approval of the City Council. Contractor will coordinate with the City in finding or constructing a suitable charging or other fueling station for Contractor's electric or other zero emission Collection Vehicles.

**c. Noise**

(1) **Limits.** Contractor will ensure that its Vehicles do not generate noise during stationary compaction in excess of either of the following levels, whichever is more stringent:

1. The following limits:
  - 75 decibels
  - at a distance of 25 feet from the Collection Vehicle
  - measured at an elevation of five feet above ground level
  - using the "A" scale of a standard sound level meter at slow response, or
2. Law.

(2) **Tests.** Contractor will conduct noise tests within seven Days of City request by someone certified by the Board of Certified Safety Professionals (who may be an employee of Contractor).

Contractor will give City a written copy of the test results.

City may conduct random noise checks, and Contractor will cooperate with City.

**(3) Safety.** Within two Contract Service Days of City request, Contractor will give City a copy of its Vehicle maintenance log and any safety compliance report, including both of the following:

1. Any report issued under Division 14.8 of the California Vehicle Code (Section 34500 *et seq.*), and
2. The biennial "BIT" inspections conducted by the California Highway Patrol.

#### **d. Vehicle Identification**

##### **(1) Lettering**

**(i) *Mandatory.*** Contractor will place all of the following information on every Vehicle in letters and figures at least three inches high in colors that contrast with the background:

1. Contractor's name (not an Affiliate's), *unless* Contractor immediately informs City that Contractor has substituted another Vehicle without Contractor's name to temporarily provide Collection when the Vehicle that Contractor usually uses for Collection in the City is undergoing repair;
2. Toll-free telephone number; and
3. Unique Vehicle number.

**(ii) *Permissible.*** Contractor may place safety instructions on Vehicles.

**(iii) *Prohibited.*** Contractor will *not* place any other words (such as City name) or pictures (such as City logo) without City consent.

**(2) Permit.** Contractor will clearly display its City permit in the front window of every Collection Vehicle.

#### **e. Vehicle Maintenance**

Contractor will maintain Vehicles in safe, neat, clean and operable condition and good repair so that they operate properly and safely.

##### **(1) Inspections**

**(i) *CHP.*** Contractor will have the California Highway Patrol inspect each Vehicle under Applicable Law.

(ii) **County.** Contractor will conduct additional inspections (such as brake testing) within one week of City or County request. Contractor acknowledges that County may – but is not required to – inspect Vehicles.

(2) **Appearance.** Contractor acknowledges that it is important to City that Contractor presents a professional and pleasing image.

(i) **Wash and Scrub.** Contractor will wash and scrub Vehicles clean at all of the following times:

1. Each Contract Service Day, with respect to the bonnets of front-end loading Vehicles,
2. As often as necessary to preserve and maintain a professional and pleasing image, and
3. Within two Days of City request.

(ii) **Paint.** Contractor will paint Vehicles as needed, or within 30 Days of City's request.

(3) **Oil Recycling, Re-refined Oil.** Contractor will Recycle all used oil from its Vehicle maintenance operations and make Reasonable Business Efforts to use re-refined oil.

(4) **Spare Vehicles.** Contractor will maintain a sufficient number of spare Vehicles, fully fueled and ready to dispatch, to replace any Vehicle that breaks down on route so that Customer service is minimally delayed.

(5) **Educational Displays on Collection Vehicles.** Contractor shall place educational displays with public messaging on all Collection Vehicles at the direction of the City, including regular route Collection Vehicles and other on-call Collection Vehicles, up to two times annually. All such educational displays will be developed, printed and provided to Contractor by the City. Signage may take the form of posters, magnets, stickers, or other mutually agreement formats. Contractor shall work proactively with City to identify placement locations for educational displays on all existing and new Collection Vehicles.

## f. Safety

Contractor will install and maintain, at a minimum the following cameras:

1. On **automated side-loader** trucks, four cameras (one at rear for rear view, two at rear for side views when backing, one on left side for street view when driving, and one inside the hopper for view of material when tipping);
2. On **rear-loader** trucks staffed with driver and helper(s), one rear-view camera;

and

3. On **satellite and front-end loader** trucks, three cameras (at center, left and right rear view).

#### **g. Records**

Contractor will install and maintain on-board computers on each Collection Vehicle capable of recording information such as the following:

1. On computers acquired prior to the Contract Date, registering lift and tipping of Containers manually, by driver,
2. On computers acquired after the Contract Date installed in side and front-loader trucks, registering lift and tip of Containers for each Customer,
3. Uncollected and tagged Containers (and reasons for non-Collection, such as blocked access),
4. All route activity, including current and past GPS locations and times of truck stops,
5. Driver's speed, and
6. Tagged, extra Green Waste set-out.

### **5.03 Containers**

#### **a. Specifications**

Contractor will acquire Containers meeting specifications listed in Exhibit 15. Prior to submitting orders for new Containers to the manufacturer, Contractor will give City copies of Container orders (including text of labels) for City review and acceptance. All Containers shall be plainly marked on the front with either unit identification number/letter and Contractor name. Container marking may be made by heat stamp or durable weatherproof sticker which will be applied, maintained, and replaced by Contractor as needed.

#### **b. Educational Labels**

Contractor will label each Container with labels/stickers designed by the City. The City will design and supply Contractor with graphics and Contractor shall produce and install labels/stickers on all existing and new Containers. Torn, missing and/or soiled labels/stickers shall be replaced by Contractor with fresh labels/stickers as needed throughout the Term of the Agreement.

#### **c. Container Acquisition Agreements**

Contractor warrants as follows:

1. Contractor owns all Containers,
2. there are no encumbrances on any Containers,
3. there are no Container Acquisition Agreements that restricts Contractor's

4. ability to transfer Ownership of any Container to City, and Contractor can transfer Ownership of any Container to City without consent from any third party, such as a lender or capital lessor.

Contractor acknowledges that City must have full use and possession of Containers in order to secure its rights under this Agreement, including both of the following:

1. Providing substitute Contract Service, and
2. Purchasing Containers upon termination of this Agreement.

Therefore, if Contractor does not own Containers outright without encumbrance, any Container Acquisition Agreement must allow the Contractor, City or City designee to do all of the following:

1. Assume Contractor's obligations under the Container Acquisition Agreement,
2. Take use and possession of the Containers, and
3. Obtain the benefits of any outstanding Container warranties.

#### **d. Inventory**

Contractor will distribute new Carts that are approved by the Agreement Administrator to all residential customers within five years of the start of this Agreement. Contractor's Container Distribution Plan is included in Exhibit 4.

Contractor will store unused Containers in a secure location. Contractor will update its Container inventory at both of the following times:

1. In each Monthly Report and Annual Report, and
2. Within one week of City request.

### **5.04 Facilities**

#### **a. Requirements**

If Contractor locates its operations and maintenance facilities in City, it will do all of the following:

1. Comply with Laws, including zoning Laws,
2. Provide ample entrance and exits for Vehicles, and avoid Vehicles queuing on public streets,
3. Enclose facilities with fencing,
4. Maintain its facilities, including adjacent landscape, in a neat, clean and presentable manner, including regular sweeping for litter,
5. Park, fuel, maintain and repair Vehicles in the parking area of the facilities and not on City roads, streets and alleys,

6. Direct drainage from cleaning facilities with paved and curbed areas to a catch basin connected to a sanitary sewer system or a holding tank, and prevent drainage to surrounding areas, and
7. Maintain City's Green Business certification.

**b. City Entry Rights**

Contractor will allow City to enter Contractor's operation and maintenance facilities during Contractor office hours upon two hours' prior telephone or facsimile Notice, and investigate, observe, inspect and review Contractor's operations.

**c. Compliance with Law**

Contractor will maintain a rating of Satisfactory (S) (or better) by the California Highway Patrol's Biennial Inspection of Terminals (BIT).

**d. ABOP / Buy-back Facilities**

Contractor shall operate the ABOP Facility six days per week, between 8 a.m. and 4 p.m., at the recycling facility located at 119 North Quarantina Street (hereinafter the "Contractor Recycling Facility"). Contractor shall be entirely responsible for the costs of receiving, handling and disposing of ABOP materials and shall charge neither City nor any Residential Customer who deposits ABOP materials with Contractor for any of Contractor's costs, charges, fees or taxes associated with the receiving, handling or properly disposing of the ABOP materials when received from a SFR or LGR residential household. However, Contractor may charge a Business Customer for ABOP disposal services. In its monthly report to City, Contractor will report complete data regarding the prior month's ABOP usage and the Customer origin in a form acceptable to City.

Contractor will accept all of the following materials from Residential Customers (and as permitted by Law, Commercial Customers who are small quantity Generators), without charge at the Approved Facilities listed in Exhibit 13:

1. Anti-freeze, batteries, oil and latex paint (without charge), and
2. "Covered Electronic Waste", as defined by CalRecycle in its CEW Recovery and Recycling Payment System, such as televisions, computers and monitors. All batteries of any size, including but not limited to household, marine and automobile batteries, fluorescent tubes, compact discs, video tapes and floppy disks.

At those facilities Contractor will purchase Recyclable Materials such as glass, cardboard and metal at either of the following prices:

1. The price set by the California Redemption Values established by the State, if any.

2. If the State does not establish a price, the price set by Contractor reflecting the current Recyclables market.

Facility relocations will require City approval.

## **5.05 Contract Service Asset Requirements**

### **a. Assets**

Contractor will finance, procure, repair and maintain without any compensation in excess of its Rate, at its own cost and expense, Contract Service assets (including Vehicles and Containers it supplies to Customers) which in number, design, and capacity, are sufficient to enable Contractor to perform Contract Services without interruption, including providing Customers with their requested capacity Container. If any useful part of the franchise Service asset is damaged or destroyed, as expeditiously as possible Contractor will commence and diligently repair or replace that service asset and restore it to the extent required to perform Contract Services.

### **b. Inventory**

(1) **City Request.** Within one week of City request, Contractor will give City an inventory of Containers that it has updated as recently as City requests.

(2) **Annual Report.** In its Annual Report, Contractor will include an inventory of Containers that it updated within one month prior to the date Contractor gives its Annual Report to City.

## **5.06 Personnel**

### **a. Key Personnel**

Contractor acknowledges that providing Contract Services are personal in nature, since it requires continuous and extensive communication between Contractor's personnel and City staff, and knowledge of City streets, terrain, and contract requirements under this Agreement (including reporting). Therefore, no later than 30 Days prior to change in any or all of the following personnel identified, Contractor will use Reasonable Business Efforts to notify City:

1. City Contract Liaison.
2. Contractor Representative.
3. Field Route Supervisor.
4. Environmental Compliance and Outreach Coordinator.
5. Contractor's staff responsible for Contractor's financial accounting department responsible for submitting reports with respect to Franchise Fee.
6. Contractor's staff responsible for submitting reports with respect to Contractor's

## Diversion of Discarded Materials in City.

In its Notice to City, Contractor will include the name and professional qualifications of the replacement personnel. Upon City request given within 30 Days of receiving notice, Contractor will propose an alternative individual. Within 10 Days of City request, which may be made at any time, Contractor will replace Contractor Representative. Initial key personnel are included in Exhibit 16.

### **b. City Contract Liaison**

Contractor shall employ one full-time City Contract Liaison dedicated exclusively to serving in a management, administration, reporting and liaison capacity with respect to all terms, conditions, programs and services provided by Contractor per this Agreement. The position description and job duties for City Contract Liaison are included as Exhibit 17.

### **c. Field Route Supervisors**

Contractor will Assign qualified personnel to supervise field operations in the Contract Service Area, including all of the following:

1. Checking that Collection meets program specifications under this Agreement,
2. Making Collection improvements,
3. Resolving field problems (*such as reports of commingling Green Waste or Recyclables with Refuse*), and
4. Responding to complaints of Customers in person or by telephone (*such as missed pickups, noise, litter*).

Contractor will give the route supervisor a cell phone to keep in contact with Contractor's Customer service representatives, operation and maintenance personnel, City, and drivers.

### **d. Environmental Compliance and Outreach Coordinator**

Contractor shall designate at a minimum one-half full time equivalent (1/2 FTE) staff member to serve as Environmental Compliance and Outreach Coordinator. The duties of the Environmental Compliance and Outreach Coordinator shall be focused on public education, community outreach, Commercial and LGR site visits, and technical assistance. The Environmental Compliance and Outreach Coordinator shall educate Customers and Customers' employees on the importance of Recycling, food recovery, resource recovery, Landfill Disposal reduction, as well as all State, federal, City, and local mandates, including AB 341, AB 1826, and SB 1383 Regulations; and shall work with Customers to implement services, increase participation in Source-Separated Recyclable Materials and SSGCOW Collection programs, and reduce contamination. The Environmental Compliance and Outreach Coordinator shall assist the City with

identifying potential organizations and partners involved with food recovery and resource recovery. The Environmental Compliance and Outreach Coordinator shall be responsible for implementing the education plans and programs specified in this Section.

#### **e. Drivers**

Contractor will take all of the following actions:

1. Give everyone who drives Vehicles or operates Collection equipment suitable operational and safety training, including on-job-training by supervisors, and keep complete training Records.
2. Train sufficient numbers of drivers to drive all Collection routes so there is no lapse of Contract Services.
3. Use Reasonable Business Efforts to Assign the same driver(s) to identified routes in order to encourage accountability and enhance Customer relations.
4. Give each driver a cell phone to keep in contact with Contractor's Customer service representatives, operation and maintenance personnel and the route supervisor.
5. Carry out drug and alcohol testing, and keep complete testing Records, and
6. Ensure that all drivers have in full force and effect a valid license of the appropriate class issued by the California Department of Motor Vehicles and keep copies of licenses.

#### **f. Customer Service Training**

Annually, and upon hiring of new staff, Contractor is required to conduct thorough training of all Customer service representatives who may respond to Generator calls regarding Contractor's Collection services and regulatory requirements related to AB 341, AB 1826, and SB 1383. Customer service representatives shall accurately communicate program requirements and the accepted and Prohibited Container Contaminants for each material stream for each Customer type. New Customer service representatives shall not be Assigned to the City prior to completing SB 1383 Regulations training. City may require changes to the call routing process and the training and qualifications for Customer service representatives Assigned to the City if a pattern of inaccurate information provision is observed.

Annually, and upon hiring of new staff, Contractor shall conduct thorough training of all Hauler Route personnel that come into contact with Generators on the Collection program requirements and the accepted and Prohibited Container Contaminants for each material stream for each Customer type.

#### **g. Identification, Appearance, Conduct**

Contractor will ensure that all of its personnel who come into contact with the public present a neat, tidy, and orderly appearance.

#### **h. Soliciting Gratuities Prohibited**

Contractor will not permit its personnel to demand or solicit, directly or indirectly, any additional compensation or gratuity from Customers or any members of the public.

#### **i. Compliance with Law**

Contractor will comply with labor Law, including keeping Records of compliance with the Federal Immigration and Control Act of 1986. Failure to comply with Law (such as a citation or failure-to-abate Notice from the California Division of Occupational Safety and Health) is a breach of this Agreement.

#### **5.07 Back-up Service Plan**

If Contract Service is interrupted, within 24 hours of City request Contractor will implement its back up service plan in Exhibit 18.

#### **5.08 Hazardous Waste Handling**

##### **a. Driver Observation**

Contractor will use Reasonable Business Efforts to screen all Discarded Materials for Hazardous Waste when tipping Containers into Vehicles, such as using driver observation in mirrors when tipping Carts into the Vehicle.

##### **b. Hazardous Waste Handling Protocol**

Contractor will follow its Hazardous Waste Handling Protocol in Exhibit 19.

##### **c. Inadvertent Delivery of Hazardous Waste**

If Contractor inadvertently delivers to any Facility materials that comprise Hazardous Waste, Contractor will take all of the following actions:

1. Make a good faith, best effort to identify and contact the Customer that discarded the Hazardous Waste, and recover the Hazardous Waste handling costs, and
2. Cooperate with the Facility owners or operators to arrange for proper Disposal under Law.

## **ARTICLE 6 DIVERSION**

### **6.01 MRF(S) and Organics Site(s)**

#### **a. Approved Diversion Facilities**

Contractor will transport and deliver Discarded Materials to the Approved Facility(ies) listed in Exhibit 13.

#### **b. Weighing and Record Requirements**

Contractor will cause a weigh master who is certified under Law to weigh all Discarded Materials upon delivery to the MRF(s) and Organics Site(s), and record all of the following information:

1. Weight and material type,
2. Delivery date and time,
3. Route and truck number, and
4. Driver name and any identification number.

#### **c. Use of Alternative Facilities**

City may designate an Alternative Facility for Contractor's use for a short or extended period of time (e.g., in the event that Contractor cannot access approved facilities in Exhibit 13). Such a change shall be considered a City-directed change in scope and handled in accordance with provisions under Article 9.

#### **d. Guaranteed Capacity and Facility Standards**

Contractor shall arrange for and assure continued availability of capacity at the Approved Facility(ies) to receive all Discarded Materials Collected by the Contractor and shall comply with Facility standards specified in Exhibit 13. The list of Approved Facilities may be updated with the written approval of the City Representative.

#### **e. Other Facility Provisions**

Exhibit 13 describes other Facility provisions including, but not limited to, use of Alternative Facilities, contamination monitoring of Discarded Materials received at the Approved Facilities, emergency conditions, and more.

#### **f. Transportation and Facility Costs**

Contractor shall pay all costs for the Transport and Transfer of Discarded Materials Collected in accordance with this Agreement.

## **h. Transportation to Non-Approved Facilities Prohibited**

If Contractor Transports Discarded Materials to a Facility other than the Approved Facility(ies) or Designated Facility(ies) or an Alternative Facility without prior City approval, Contractor's failure to comply may result in assessment of Damages pursuant to Section 15.01.

## **6.02 Diversion Indemnification**

### **a. Indemnification**

(1) **Conditions.** Contractor agrees to indemnify and hold harmless City from and against all fines and penalties imposed by CalRecycle if the Diversion goals specified in California Public Resources Code Section 41780 are not met, upon the occurrence (or non-occurrence) of all of the following events:

1. **Failure to Divert or report:** Contractor fails to timely submit reports under Section 10.02, or within two Days of City request, give City Records that contain information that must be included, directly or indirectly, reports required to be timely submitted by City under the California Public Resources Code,
2. **SRRE / PRC 40059.1(c)(1):** The fine or penalty is not based solely upon the failure of City to establish and maintain a Source Reduction and Recycling Element as required by Public Resources Code Section 40059.1(c)(1), as established, recited, declared, found or determined by CalRecycle, and
3. **Administrative relief / PRC 40059.1(c)(5):** City has affirmatively sought in good faith, all administrative relief available pursuant to Chapter 6 (commencing with Section 47680) and Chapter 7 (commencing with Section 41800) of part 2 of the Public Resources Code, *unless* City demonstrates good cause, based on substantial evidence in the record, for not pursuing that administrative relief. Good cause includes a City estimate that City Reimbursement Costs of seeking administrative relief exceeds fees that City budgeted to fund implementation of City Source Reduction and Recycling Element.

(2) **CalRecycle Indemnification.** Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or City

from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

**(3) Apportionment by Fault.** Contractor's indemnity obligation for fines and penalties is apportioned by fault between City and Contractor, in both of the following events:

1. **Contractor's breach or noncompliance / PRC 40059.1(c)(2):** the fine or penalty results from Contractor's breach of this Agreement or noncompliance with any other authorization (such as Contractor's City permit conditions).
2. **City Act or Inaction / PRC 40059.1(c)3:** Contractor breach or noncompliance did *not* result from action or inaction of City.

If CalRecycle does not apportion the percentage of relative fault, Contractor fault is Contractor Allocable Fault.

**(3) Causation Limitation / PRC 40059.1(c)(4):** Contractor's indemnity obligation for fines and penalties is limited to the portion of fines and penalties caused by Contractor's breach of or non-compliance of an express obligation or requirement. If CalRecycle does not make any determination with respect to causation, but Contractor did breach an express provision of this Agreement or fail to comply with an express requirement the portion is Allocable Fault.

## **b. Survival**

CONTRACTOR'S DEFENSE AND INDEMNIFICATION OBLIGATIONS PROVIDED IN THIS SECTION SURVIVE THE FRANCHISE TERM.

## **6.03 Diversion**

### **a. Maximizing Diversion**

**(1) All Discarded Material.** Contractor will use Reasonable Business Efforts to maximize Recycling, Processing, marketing and Diversion of all Discarded Materials that it Collects.

**(2) Solid Waste from Wet-Dry Routes.** Contractor will develop and organize its Collection routes that deliver loads to the ReSource Center or other Approved Facilities in a manner to maximize the recovery of Recyclable and Organic Material from Processing operations. This may include wet/dry routing or other Collection strategies to maximize recovery at the Approved Facilities at City's direction.

**(3) Dirty Green Routes.** Franchise will operate routes designed to Collect Discarded Material from Bins that contain mostly Green Waste or Manure.

Examples of dirty green routes include large estates with Green Waste Bins contaminated with planter pots. Contractor will separate that Green Waste or Manure from Refuse at its Facility and Divert it from Disposal.

- (4) **Bulky Waste**. Contractor will Process all Bulky Waste that it Collects at its Facility and use Reasonable Business Efforts to Divert it from Disposal.

**b. Customer Participation Compliance Requirement**

The minimum required level of Customer participation that must be achieved by Contractor on or before January 1, 2024, and annually thereafter includes the following:

(1) **SB 1383 Programs**.

- 1. **Residential Premises.** Contractor must fully implement a Residential Organic Materials Diversion program where all Residential Premises are provided the required Containers to comply with SB 1383. All Residential Green Waste will be delivered to a source-separated Green Waste Processing Facility. Additionally, Contractor shall deliver all Residential Mixed Waste to the County's ReSource Center, a High Diversion Organic Waste Processing Facility.
- 2. **Commercial Premises.** Contractor must implement and maintain an SB 1383 compliant Commercial Recycling and Organic Materials Diversion program for all Customers that meets the mandatory participation requirements of SB 1383. This may be achieved through the Processing of Mixed Waste to recover Recyclable and Organic Material, and/or provision of Containers for Source Separated Recycling and Source Separated Organic Materials.

(2) **Contractor Has Maintained Full Implementation of All AB 341 and AB 1826 Diversion Programs**. Contractor must implement and maintain AB 341 and AB 1826 Diversion programs such that all Commercial Customers required to have such programs are subscribed to the Contractor-provided program, unless the Customer has been granted a waiver by City or otherwise complies via Self-Haul or Back-Haul programs.

(3) **Remedies**. If Contractor fails to meet the annual Customer Participation Compliance Requirement, City may terminate this Agreement per Section 15.02.

**c. Corroboration of Diversion**

(1) **Reports**. The amount of Diverted Discarded Materials is the sum of the number of tons (allocable to City) of each type of Discarded Materials that an

Approved Facility Diverts and reports, including the Facility's reconciliations with Diversion and Disposal data reported to the State's Recycling and Disposal Reporting System ("RDRS"). Conversely, City may calculate or direct Contractor to calculate the amount of Diverted tons based upon tons of Residual remaining after Processing of any type of Solid Waste, as allocable and reported to City.

**(2) Primary Source Documentation.** Alternatively, City may calculate, or direct Contractor to calculate, the amount of any type of Diverted Discarded Materials based upon Diverted tons that an Approved Processing Facility Diverts, corroborates in written documentation, which is the basis of the reports described in Subsection (d)(1), acceptable to City including any or all of the following from transporters, shippers, brokers, beneficiators, remanufacturers and purchasers or other users:

1. weigh tickets,
2. invoices,
3. bills of lading, or
4. receipts.

City may request different or additional documentation under Subsection (e), if Contractor commingles Discarded Materials. Contractor will provide City with copies of documentation within seven Days of City request.

#### **d. Determination of Collected Materials**

**(1) Reports.** In its Monthly Reports and Annual Reports, Contractor will report the following:

1. **Facility Data:** Approved Facility Tonnage; and
2. **Reconciled Data (RDRS):**
  - Approved Facility Tonnage, reconciled with
  - City RDRS Tonnage reviewed and reconciled under Subsections (d)(2) and (3), and
3. **Transaction Data (Monthly Report Only):** Transactional weight ticket information for routes/material Transport. The Contractor must distribute the weight ticket data by jurisdiction prior to transmittal to the City. Transactional data must include fields outlined in Article 10.

**(2) Contractor Preliminary Review of City Tonnage Reported to RDRS.** Contractor will request each Approved Facility not owned or operated by City to send Contractor a copy of tonnage that the Facility submits to the RDRS before or simultaneously with submission to the RDRS.

**(3) Reconciliation of Discrepancies**

- (i) *City Request.*** City may request Contractor to report on tonnage discrepancies, including either or both of the following:

  - 1. Discrepancies *within* one of Contractor's reports to City, or
  - 2. Discrepancies *between* Contractor's reports to City and Records from any Approved Facility or the RDRS.
  
- (ii) *Contractor Response to City's Request.*** Within 15 Business Days of City request, Contractor will submit all of the following information to the City:

  - 1. Identification of the nature and source of the discrepancy, and
  - 2. proposed method and schedule for resolving the discrepancy.
  
- (iii) *Contractor Reconciliation.*** Contractor will resolve the discrepancy within 45 Days of City's request under Subsection d(3)(i).
  
- (iv) *City Reimbursement Costs.*** Within one week of City request, Contractor will pay City its City Reimbursement Costs incurred to resolve or identify discrepancies to satisfaction of City if Contractor does not do *either or both* of the following:

  - 1. Report on the discrepancy within 15 Business Days of City request,
  - 2. Resolve the discrepancy within the scheduled time accepted or directed by the City.

**(4) City Reimbursement Costs.** Within one week of City request, Contractor will pay City its City Reimbursements Costs incurred with respect to correcting Contractor reporting errors, including both of the following:

- 1. Errors that Contractor did not correct in the City RDRS Tonnage data that the Approved Facility submits to the Contractor for review under Subsection (d)(2), and
- 2. Discrepancies that Contractor did not timely identify or resolve under Subsection (d)(3).

City Reimbursement Costs include preparing and sending both of the following:

- 1. Corrected documentation to the affected Parties, and
- 2. A Disposal Report Modification Request to CalRecycle.

**e. Allocation of Commingled Materials**

If Contractor commingles any type of Discarded Materials with materials generated or Collected outside the Contract Service Area, Contractor will allocate Discarded Materials tonnage to City under a protocol satisfactory to City, at both of the following times:

1. In Monthly Reports, and
2. In any Annual Report for succeeding calendar Years, if different than the protocol applied in the previous calendar Year.

Within one week of City request, Contractor will give City information supporting the allocation, including all of the following:

1. Route Collection maps and sheets,
2. Total number of cans, Carts and Bins by size and capacity, and
3. Assumed weight per Refuse, Recyclables and Green Waste Container.

If City is dissatisfied with the allocation protocol, calculations or supporting information, it may revise the protocol, redo calculations and use its own sources of information. Contractor Is bound by City revisions.

#### **6.04 Enforcement of Anti-Scavenging Laws**

Contractor will cooperate with City in enforcing anti-scavenging Laws, including instituting civil actions against a Person alleged to have violated Public Resources Code Section 41950 for treble damages, as measured by the value of the material removed, or a civil penalty of not more than one thousand dollars, whichever is greater, for each unauthorized removal, under Public Resources Code Section 41953.

#### **6.05 No Commingling**

Contractor will not mix Refuse, Source-Separated Recyclables or Source Separated Organic Material, unless material is on a designated Mixed Waste route. Parties acknowledge that Customers might not cooperate with Collection programs and might discard Refuse, Recyclables or Organic Material together in the same Container.

#### **6.06 Acceptable Recyclable Materials**

As of the Contract Date, Acceptable Recyclable Materials that Contractor shall accept and Process are listed in Exhibit 20. Due to fluctuating Recyclables commodity markets, City and Contractor mutually agree that additional materials may be added or removed to the Recyclables Materials Collection program during the term of the Agreement without a formal amendment to this Agreement (e.g., letter).

## **ARTICLE 7 DISPOSAL**

### **7.01 Transportation to Disposal Facility/Facilities**

#### **a. Approved Facilities**

Contractor will Transport Mixed Waste to the Approved Facility(ies) listed in Exhibit 13.

#### **b. Compliance**

Contractor will observe and comply with all regulations in effect at the Approved Disposal Facility/Facilities and cooperate with the operator thereof with respect to operations thereat, including directions to unload Collection Vehicles in designated areas, accommodating construction and maintenance, and Hazardous Waste exclusion programs. Contractor will at all times operate according to safe industry practices. Contractor shall comply with additional requirements related to use of the Designated Disposal Facility pursuant to Section 6.01.

#### **c. Use of Alternative Facilities**

City may designate an Alternative Facility for Contractor's use for a short or extended period of time. Such a change shall be considered a City-directed change in scope and handled in accordance with provisions in Section 9.01.

#### **d. Cooperation with Facility Operator**

**(1) Communications.** If requested by City, the Contractor shall meet with the City and Facility operator(s) of City-Designated Facility(ies) upon request to discuss issues related to the interaction of operations between City and Facility operator including, but not limited to:

- (i) Traffic flow;
- (ii) Vehicle weighing procedures;
- (iii) Source Separated Recyclable Materials and SSGCOW contamination level and contamination monitoring;
- (iv) Hazardous Waste screening and safety policies;
- (v) Receiving hours;
- (vi) Billing and payment of gate fees for delivery of materials;
- (vii) Vehicle parking;
- (viii) Employee facilities; and,
- (ix) Maintenance facilities.

**(2) E-Mail Communications.** The Contractor's general manager shall have e-mail capabilities to enable the Facility operator and the Contractor's general manager to communicate via e-mail. Contractor's general manager shall respond to the Facility operator's email correspondence

within one Day.

- (3) **Coordination of Hours.** Contractor shall deliver Collected materials to the Designated Facility(ies) during the receiving hours of the Designated Facility(ies). Contractor shall plan its Hauler Routes to be compatible with the Designated Transfer, Processing Facility, and Landfill receiving hours, which shall be, at a minimum (subject to change by City):
- (i) ***Tajiguas Landfill*** is open Monday through Friday from 7:00 a.m. to 3:30 p.m. and on Saturdays from 7:00 a.m. to 1:00 p.m. (closed major Holidays).
  - (ii) ***ReSource Center MRF*** is open Monday through Friday from 7:00 a.m. to 3:30 p.m. and on Saturdays from 7:00 a.m. to 1:00 p.m. (closed major Holidays).
  - (iii) ***South Coast Recycling and Transfer Station*** is open Monday through Saturday from 7:00 a.m. to 5:00 p.m. (closed on Sundays and major Holidays).
- (4) **Compliance with Facility Rules.** Contractor shall cooperate with Facility operator and comply with Facility operator's requirements including: (i) how and where to unload Collection Vehicles; (ii) respecting operations and construction of new facilities; and, (iii) the Facility operator's Excluded Waste screening and exclusion program. Contractor shall also comply with the waste evaluations and contamination assessment procedures and schedule provided by the Facility operator.

**e. Vehicle Tare Weights for Approved Facility(ies)**

Within 30 Days prior to the Contract Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection Vehicles used by Contractor to Transport Discarded Materials to Designated Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify Vehicle as Contractor's, and provide a distinct Vehicle identification number for each Vehicle. Contractor shall provide City with a report listing the Vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection Vehicles prior to Contractor placing them into service. Contractor shall check tare weights at least annually, or within 14 Days of a City request, and shall re-tare Vehicles immediately after any major maintenance service that could impact the weight of the Vehicle by more than 50 pounds.

**f. Records and Investigations**

Contractor shall maintain accurate Records of the quantities of Discard Materials Transported to and Accepted at the Designated Facility(ies) and shall cooperate with

City and any Regulatory Authority in any audits or investigations of such quantities.

**h. Transportation to Non-Approved Facilities Prohibited.**

If Contractor Transports Refuse to a Facility other than an Approved Facility(ies) or an Alternative Facility without prior City approval, Contractor's failure to comply may result in assessment of Damages pursuant to Section 15.01.

**ARTICLE 8  
MISCELLANEOUS SERVICE PROVISIONS**

**8.01 Emergency Services**

In the event of an occurrence requiring urgent debris management (such as a natural disaster) Contractor shall provide debris collection on the public right-of-way as requested by City staff. These services are intended to be rapid-response requests in specific locations as determined by City staff. Payment for services (outside of the service outlined in this Agreement) would be an additional cost to the City. The City and Contractor would determine these costs at time of request.

Any impact to the availability to fuel or electricity during an emergency may negatively impact essential services provided by the Contractor. In order to provide these essential and/or miscellaneous services, the City requires that the Contractor must stockpile enough fuel to maintain functioning for a period of no less than 10 Days.

Within four hours of City written or email request, Contractor will provide, or begin providing, services beyond the scope of Contract Services at the times and to the extent directed by City, including unscheduled discard, Collection and Disposal of Bulky Waste, Construction and Demolition Debris and other Solid Waste arising from the occurrence of earthquakes, fires, severe storms, or floods. Contractor will charge City the lesser of the following amounts:

1. Contractor's lowest charge to other Customers to Collect any Container (such as Roll-Offs or Bins) located in City for Collection of the same capacity or frequency of service (or service charge pro-Rated for most similar capacity or frequency), or
2. Contractor Reimbursement Costs (Contractor's Direct Costs plus 10%) for those services.

Upon City request, Contractor will file information with City, State of California or federal officials that is related to cost of providing the services (such as number or amount of Vehicles, fuel, employees, tonnage, and Disposal fees). Contractor will document its Direct Costs to satisfaction of City, including both of the following:

1. A certificate signed by the principal financial officer of Contractor, setting forth the following:
  - Amount of the Direct Costs and the reason why they are properly chargeable to City, and
  - Certifying that the Direct Costs are an arm's length and competitive price, if there are competitive prices, for the service or materials supplied, and
2. On City request, additional back-up documentation to substantiate any Direct Cost, such as invoices from suppliers.

## **8.02 Ownership of Discarded Materials**

This Agreement does not purport to grant Contractor or City Ownership over materials that Contractor Collects. The right to possession or Ownership of those materials must be determined under Law (including 14 CCR 17334) and not as a result of this Agreement. However, City nevertheless has the right to direct Contractor to Transport those materials to facilities designated by City.

## **8.03 Compliance with Law**

### **a. Contractual Obligations**

Contractor will provide Contract Services in compliance with Law. Provisions of Law are incorporated into this Agreement by reference as Contractor's contractual obligations. City may enforce those provisions not as Violations of Law (subject to fines or penalties), but as breaches of this Agreement (subject to remedies under this Agreement). City may also enforce provisions of City Law as either or both Violations or breaches of this Agreement. City has no obligation to enforce Law. Examples of Applicable Law are listed in Exhibit 21.

### **b. Compliance With More Stringent Contract Provisions**

If any provision of this Agreement is more stringent than comparable provisions of Law, the provisions of this Agreement apply.

### **c. Amendments, Recodification**

Reference to specific provisions of Law (such as statutes) include both of the following:

1. Future amendments to or recodification of those provisions, and
2. Other Law (such as regulations, rules, and guidelines) promulgated under the authority of those provisions.

### **d. Permits**

Contractor will apply and pay for all Permits (including City permits) at Contractor's sole cost. Within two Days of City request, Contractor will show City any permit and demonstrate compliance with Permits.

## **8.04 Cooperation with Waste Characterization and Capacity Planning Studies**

Contractor will cooperate with City on waste characterization and/or capacity planning studies conducted no more frequently than once each Contract Year, at no additional cost to City, including all of the following:

1. Modifying routes,
2. Separately Collecting individual Customer's Discarded Materials, and
3. Delivering targeted loads of Discarded Materials to a City-identified location.

Contractor acknowledges that the City may wish to participate in Organic Waste and Edible Food Recovery capacity planning studies within Santa Barbara County. The Contractor shall participate and/or provide information to the City as needed for the City's participation in such capacity planning studies. This information and/or participation may include but is not limited to: conducting or supporting waste characterization studies; providing information regarding existing and potential new or expanded capacity in the Contractor's operations for the Collection, Transport, Transfer, or Processing of Source Separated Recyclable Materials and Source Separated Organic Materials; and, any other information deemed necessary by the City for purposes of the study. The Contractor shall respond to requests for information or participation from the City within 30 Days, unless another timeframe is otherwise specified or authorized by the City.

## **8.05 Service Materials Belong to City**

Reports, public education and community relations materials prepared under this Agreement and all work product (whether computerized, written, printed or photographic) developed by Contractor in connection with Contract Services, becomes the property of City without limitation or restriction on the use of the materials by City. Contractor will not use the materials in connection with any project not connected with this Agreement without the prior consent of City, except that Contractor may utilize content not specific to the City in outreach materials in other jurisdictions served by Contractor.

## **8.06 Environmentally Responsible Operations**

### **a. Carts, Paper**

Contractor will procure both of the following:

1. Carts that are Recyclable, and
2. Paper Products for all publicity, billing and other management and operational Contract Services having not less than 100% recycled paper content, including at least 30% post-consumer recycled paper content. Contractor shall procure Paper Products and Printing and Writing Paper for invoices, billing statements and

inserts, reports, and public education materials, consistent with the requirements of California Public Contract Code Sections 22150 through 22154.

**b. Other Supplies**

Contractor will use Reasonable Business Efforts to procure supplies with post-consumer recycled content under City Recycled Content Procurement Policy adopted by City pursuant to Resolution 00-44 and appended to this Agreement for convenience of the Parties.

**c. Green Business Program**

Contractor will maintain certification under the City's Green Business Program within one Year from the Contract Date.

**8.07 News Media Relations**

**a. Requests for Interviews or Inquiries**

Before responding to any inquiries from news media related to Contract Services or City, Contractor will discuss Contractor's proposed response with City. Contractor will use Reasonable Business Efforts to inform City by telephone followed by printed copy of all requests for interviews, comment, or information related to Contract Services or City, to the extent available to Contractor, within 24 hours of Contractor's receipt of the request.

**b. Contractor News Releases**

Contractor will not release or submit news releases or proposed trade journal articles or other media content that reference the City or Contract Services provided under this Agreement unless they are pre-approved in writing by the City.

**c. City Copies**

Within five Days after publication or broadcasting, Contractor will give City copies of text (by hard copy or e-text) or transcript mentioning Contract Services or City, including the following:

1. Articles following media inquiries,
2. Texts of interviews,
3. Contractor's news releases.

**8.08 City Review of Printed Materials**

Prior to distributing any printed material to either or both of the following:

1. Customers (other than correspondence related to a specific Customer's service),  
or

2. The public

Contractor will give City a copy to review, comment, and accept or reject by each of the following times:

<b>Printed Material</b>	<b>City Review Period (Business Days prior to distribution)</b>
Customer Service Guide	10
News releases	5
Other	10

**8.09 Responsiveness to City**

**a. Phone calls**

Contractor will return telephone calls from City to the individual who made that call no later than the next Business Day.

**b. Meetings**

Contractor will meet with City at City offices within one week of City request.

**c. E-mails**

Contractor will respond to all e-mails from City no later than the next Business Day.

**d. Written Correspondence**

Contractor will respond to mailed correspondence from City no later than the earliest of the following times:

1. With respect to mail that confirms earlier phone, meeting or email correspondence, within the time required for phone, meeting or email response in Subsections a, b, or c, or
2. Within one week of receiving the mail, or
3. Other time specified by City.

**8.10 Provision of Recovered Organic Waste Products**

Contractor shall assist the City in meeting its recovered organic waste product procurement requirement by providing free hauling of compost and/or mulch from the Resource Center to locations identified by the City within 5 Business Days of request.

## **ARTICLE 9 CHANGE IN SCOPE OF CONTRACT SERVICES**

### **9.01 Change in Scope of Contract Services**

#### **a. Upon City Direction**

City may direct Contractor to implement a change in scope of Contract Services, including new or amended mandatory Commercial Recycling programs, Food Waste Collection and Composting, specific material Diversion programs and special services.

#### **b. Upon Contractor Proposal**

Contractor may propose to City a change in the scope of Contract Services, including any or all of the following:

1. Incorporating new developments in Collection technologies and techniques,
2. Adding programs that facilitate City compliance with AB 939 Diversion requirements, or
3. Implementing changes necessitated by a Change in Law.

### **9.02 Review and Comment**

#### **a. City Request for Plan**

Prior to directing a change in Contract Services, City will request Contractor to propose a plan to implement the proposed Contract Service changes, including all of the following:

1. Contractor's proposal to implement the change,
2. The implementation schedule, and
3. The effect, if any, on the Contractor's Compensation.

City may withdraw the request at any time, for any reason, including receipt of an unsatisfactory plan from Contractor. City may implement the proposed Contract Service change itself or through others.

#### **b. Contractor Proposal**

Contractor will submit its proposal (including a timeline) described in Subsection (a) at either of the following times:

1. Within 10 Days of receiving City request for a plan (or a longer period that City may request in light of the complexity or magnitude of the change directed by City), or

2. In conjunction with its own proposal.

Contractor will include documentation supporting its stated effect on Franchisee's Compensation.

If City requests Contractor (or Contractor proposes) to Collect, Process and market additional material(s), Contractor will describe the extent to which the addition of the proposed material would require the modification of Vehicles, an additional Container(s), additional Vehicles or routes, or additional route time and the associated additional costs, if any.

If both of the following occur:

1. City changes an Approved Facility, and
2. The change results in a different distance (greater or less) from the center named in Sections 6.01 or 7.01 measured by the shortest available route on roads that Collection Vehicles may travel,

then Contractor will describe the extent to which the change would add additional route time and the associated additional costs, if any.

### **c. Proposal Implementation**

Upon City request, Contractor will diligently provide the changes in Contract Services at the agreed-upon adjustment to Contractor's Compensation under the timeline accepted by City under Subsection (a).

## **ARTICLE 10 RECORDS AND REPORTING**

Contractor acknowledges City right to review Records and receive reports provided in this Article, for reasons including all of the following:

1. Determining compliance with the Customer Participation Compliance Requirement under Section 6.03.
2. Enforcing Customers' rights under this Franchise Agreement.
3. Evaluating Contractor's financial and operational performance under this Agreement.
4. Evaluating Contractor's financial statements and reports via third-party audit of financial records.
5. Exercising City rights to perform, or cause a third Person to perform, Contract Services in certain events of default and Uncontrollable Circumstances.
6. Corroborating the amount of any fees or other amounts due and payable to City.
7. Corroborating the tons of Discarded Material reported to the City.

## 10.01 Records Maintenance, Retention, Inspection and Audit

### a. Maintenance

Contractor will keep accurate Records listed in Exhibit 22 in electronic form acceptable to City. It will maintain both of the following accounting Records in the following manners:

1. With respect to Contract Services provided by Contractor and any of its Affiliates under this Agreement, separately from Contractor's and its Affiliates' other operations, and
2. With respect to all of Contractor's operations, combined as an entity with respect to all of the services provided by Contractor under this Agreement and its other operations not covered by this Agreement.

Contractor will back up all electronic Records somewhere other than the place where Contractor keeps its Records. Contractor shall maintain adequate Records, and corresponding documentation, of information required by this Agreement, such that Contractor is able to produce accurate monthly and Annual Reports and is able to provide Records to verify such reports. Contractor will make these Records available for City's review or its Designee and provide to the City any record or documentation necessary for the City to fulfill obligations under Applicable Law including, but not limited to, AB 939, AB 341, AB 1826, AB 901, SB 1383, and other current or future federal, State, or local regulations, as amended. Upon request by the City, Contractor shall provide access to Contractor's requested Records in a timely manner, not to exceed 10 Business Days from the time of City's request to Contractor. If City so requests, Contractor shall make specified personnel available to accompany City employees on inspections and "ride-alongs." Contractor will cooperate during such inspections and shall promptly make available for inspection such records as the City, or its agent, may request.

### b. Retention

(1) **Time Periods.** Contractor will retain both of the following Records for the following periods:

1. Records generally, for the Contract Term plus four Years, and
2. Financial Records, for four Years following the close of Contractor's fiscal Year.

(4) **Disposal Records.** Contractor acknowledges that City may incur liability for Refuse that Contractor Transports to a Disposal Facility not specified in the City MDA. Contractor will continually maintain all Refuse Disposal Records. If Contractor wishes to destroy Disposal Records it will Notify City and give the Records to City within two weeks of City request. Records showing the number of tons of Franchise Discarded Materials disposed of each day.

**c. City Inspection**

(1) **At City Offices.** Within two Business Days of City request, Contractor will use Reasonable Business Efforts to give copies of Records to City or City designees for inspection or audit at City offices.

(2) **At Contractor Office.** If Contractor cannot give City copies of the Records using Reasonable Business Efforts, Contractor will make Records available to City or City designees for inspection or audit at Contractor office during Contractor office hours.

(3) **Scope.** The scope of City inspection or audit may include any period during the Contract Term. Contractor will use Reasonable Business Efforts to provide City any additional information relevant to this Agreement, which is not specified in this Article, within two Days of City request.

(4) **Contractor Dispute.** Contractor must notify City if it disagrees with the audit results within seven Days of receiving the results, or it is deemed to concur with the results. Contractor must describe the basis for its disagreement and include documentation supporting its dispute.

(5) **Dispute Resolution.** Upon Contractor request, Contractor may meet with representatives of City (such as Sustainability and Resilience Director or City Administrator) to resolve the dispute.

**d. Compliance Audit**

(1) **Timing.** Contractor shall fund two compliance audits as described below. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to, compliance with terms of this Agreement, Customer Service Levels and Billing, fee payments, Gross Receipts, tonnage, and verification of Diversion rate and may cover one or more Years. City shall choose timing of the audit. Audits may be performed during contract extensions, if granted.

(2) **Cost.** Contractor will reimburse to the City the cost of such audits up to \$95,000 for each audit. Should an audit conducted or authorized by the City disclose that Franchise Fee or other money owed to City were underpaid by 2% or more, or that more than 2% of the Customers were inaccurately billed based on the auditor's sampling, for the period under review, City may expand the scope of the audit and recover additional audit costs incurred. Within 30 Days of receiving the results of the audit, Contractor will pay City both of the following amounts:

1. City's Reimbursement Costs for the audit, and
2. The amount of the understated fees plus interest on those fees at 10% per annum from the date originally due until paid, or lesser amount acceptable to City.

## 10.02 Reports

### a. Timing

Contractor will submit reports to City listed in Exhibits 11 and 12 at the following times:

1. Monthly Reports no later than the 25<sup>th</sup> Day of each month,
2. Calendar Year Annual Reports on or before each March 30<sup>th</sup>.

### b. Submission and Correction

Contractor will do all of the following:

1. Provide complete and accurate reports by required submission dates,
2. Includes necessary revisions based on City comments on, and corrections in, reports within five Days of receiving them,
3. Provide copies of corrected reports or additional information submitted to any Regulatory Authority (such as tonnage information to the State RDRS) as soon as reasonably possible, and no later than five Days after submission, and
4. Provide additional complete and accurate information requested by City by the date specified by City.

### c. CalRecycle Electronic Annual Report Assistance

Contractor will assist City in preparing the State-mandated electronic Annual Report and implementing measures and recordkeeping to achieve City's integrated Solid Waste management goals as required by CalRecycle.

### d. Survival

CONTRACTOR'S OBLIGATION TO SUBMIT ITS ANNUAL REPORT SURVIVES THE FRANCHISE TERM. Contractor will submit its Annual Report for the final Contract Year of this Agreement at the time required in Section 10.02a.

## 10.03 Financial Statements

### a. Preparation

Contractor will cause an independent certified public accountant to prepare Contractor's financial statements with respect to Contract Services provided in the for each of its fiscal years. Contractor shall provide the City with a copy of its company-wide audited financial statement and shall also include a supplemental statement specific to the Contract Services provided in the City, along with a detailed explanation of the methodology employed to allocated company-wide expenses to the City and all other Contractor operations outside the City. Contractor will attach to the financial statements all of the following:

1. The **accountant's representation** that he or she has audited Contractor's and

- financial statements in accordance with Generally Accepted Auditing Principles,
2. The **accountant's opinion**:
    - That the statements have been prepared in accordance with Generally Accepted Accounting Principles consistently applied, and
    - The statements fairly present the financial position, the results of operations and the cash flows of Contractor, and
  3. Either of the following **statements of Contractor's Chief Financial Officer**:
    - That no events subsequent to the preparation of the last financial statement submitted under this Agreement have materially changed Contractor's financial status or condition, or
    - Describing any material changes in Contractor's financial status or condition since the preparation of the last financial statement.

#### **b. Annual Delivery to City**

Contractor will give City three copies of the financial statements in a format acceptable to the City, and will also provide copies via email to the City Representative, together with attachments required under Subsection (a) on the earlier of the following dates:

1. 150 Days after the close of the Contractor's fiscal Year.
2. Within one week of any statement's release.

#### **c. City Review**

Contractor will allow City and its representatives to review the audit plan and work papers of the independent certified public accountant(s) who audited and opined on Contractor's financial statements. Within two weeks of City request, Contractor and its accountant(s) will meet with the City and its representatives to discuss City's concerns and answer its questions. CONTRACTOR'S OBLIGATIONS UNDER THIS SUBSECTION SURVIVE THE FRANCHISE TERM.

### **10.04 Proprietary Records and Reports**

#### **a. Notice of Request**

If City receives a request from a third Person to review or copy material which Contractor has marked "confidential", City will inform Contractor and allow Contractor to present arguments and facts to City in support of Contractor's position that the material is entitled to an exemption from disclosure under the State Public Records Act and should not be released.

#### **b. Notice of Release**

If City determines that the material is *not* entitled to an exemption under this Agreement and that it must be released, before releasing that material so City will inform Contractor and Contractor may seek a court order enjoining that release.

**c. Notice of Legal Action**

If City determines that the material is entitled to an exemption, and the Person who requested the information files a legal action seeking its release, City will inform Contractor and will not oppose a motion by Contractor to intervene in the action. Contractor must either intervene or accept the release of the material. City is not obligated to defend the action and may release the material sought without any liability.

**ARTICLE 11  
FINANCIAL ASSURANCES**

**11.01 Insurance**

**a. Required Coverage**

Contractor will carry insurance meeting the requirements in Exhibit 23. If Contractor does not carry insurance under this Agreement, in addition to any other rights and remedies City may have at its sole option City may do any or all of the following:

1. Secure and maintain that insurance without further Notice to Contractor,
2. Charge Contractor any premium costs advanced by City, or
3. Draw on the letter of credit provided by Contractor (Exhibit 24).

If City does not recover its City Reimbursement Costs from the letter of credit, Contractor will directly pay City its City Reimbursement Costs.

**b. Notice of Claims**

Contractor will inform City of any claim against either of the following:

1. Contractor, or
2. Any Subcontractor of Contractor,

which claim exceeds the amount of any deductibles or self-insured retentions, within one week of Contractor's learning of the claim.

**c. Monitoring System**

Contractor will institute a comprehensive accounting system satisfactory to City to monitor all insurance requirements under this Agreement.

**d. Contractor Compliance**

Contractor will comply with all requirements of its insurance policies and insurers.

## 11.02 Contractor Indemnification

### a. Contractor Conduct Included

#### (1) Indemnity, Release and Hold Harmless, Defense

(i) **Indemnification.** Contractor will indemnify City from and against all Liabilities arising out of or in any way connected to Contract Services, including reimbursing City for City Liabilities to someone other than Contractor (such as damages resulting from a suit against City by a Customer).

#### Scope of Liabilities for CalRecycle Obligations

- a. To the extent permitted by Applicable Law, Contractor agrees to indemnify and hold harmless City from and against all fines and penalties imposed by CalRecycle if the Diversion goals specified in California Public Resources Code Section 41780 are not met-including upon the occurrence (or non-occurrence) of all of the following events:
  - i. Failure to Divert or report: Contractor fails to meet its Customer Participation Compliance Requirement under Section 6.03b, to timely submit reports under Section 10.02, or within two Days of City request, give City records that contain information that must be included, directly or indirectly, in reports required to be timely submitted by City under the California Public Resources Code,
  - ii. SRRE / PRC 40059.1(c)(1): The fine or penalty is not based solely upon the failure of City to establish and maintain a Source Reduction and recycling Element as required by Public Resources Code Section 40059.1(c)(1), as established, recited, declared, found or determined by CalRecycle, and
  - iii. Administrative relief / PRC 40059.1(c)(5): City has affirmatively sought in good faith, all administrative relief available pursuant to Chapter 6 (commencing with Section 47680) and Chapter 7 (commencing with Section 41800) of part 2 of the Public Resources Code, unless City, in accordance with all Applicable Law, demonstrates good cause, based on substantial evidence in the record, for not pursuing that administrative relief. The parties agree that, to the extent permitted by Applicable Law, good cause includes City estimate that City Reimbursement Costs of seeking administrative relief exceed fees that City budgeted to fund implementation of City Source Reduction

and Recycling Element.

- b. Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports required by AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.
  - c. Apportionment by Fault. Contractor's indemnity obligation for fines and penalties is apportioned by fault between City and Contractor, in both of the following events:
    - i. Contractor's breach or noncompliance / PRC 40059.1(c)(2): the fine or penalty results from Contractor's breach of this Agreement (such as failing to meet the Customer Participation Compliance Requirement) or noncompliance with any other authorization (such as Contractor's City permit conditions).
    - ii. City Act or Inaction / PRC 40059.1(c)3: Contractor breach or noncompliance did not result from action or inaction of City.
  - d. Causation Limitation / PRC 40059.1(c)(4): Contractor's indemnity obligation for fines and penalties is limited to the portion of fines and penalties caused by Contractor's breach of or non-compliance of an express obligation or requirement.
2. Scope of Liabilities for Hazardous Materials. For purposes of this Indemnification, liabilities must be paid, incurred or suffered by, or asserted against, City arising from or attributable to any repair, cleanup or detoxification pursuant to, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where Contractor delivers, stores, Processes, Recycles, composts or Disposes of

Discarded Materials under this Agreement to the extent that liabilities are caused by any or all of the following:

- a. Contractor Negligence or Misconduct: the wrongful, willful or negligent act, error or omission, or the misconduct of Contractor, or
- b. Non-Customer Materials: the Collection, delivery, handling, recycling, processing, composting or Disposal by Contractor of any materials or waste, including Hazardous Waste, which are generated by someone other than Customers or Collected from premises other than Customers' premises, or
- c. Failure to Comply With Hazardous Waste Protocol: Contractor's failure to undertake Hazardous Waste training procedures required by Applicable Law with respect to its employees or any Subcontractors' or the Hazardous Waste Handling Protocol, whichever is more stringent, or
- d. Contractor-identified Hazardous Waste: Contractor's improper or negligent Collection, handling, delivery, processing, recycling, composting or Disposal of Hazardous Waste that it Collects and identifies.

City acknowledges that the mere presence of Household Hazardous Waste in the Solid Waste does not constitute negligence and create any Liability on the part of Contractor absent any of the circumstances described in preceding Items a-d.

**(ii) Release and Hold Harmless.** Contractor will release and hold harmless City from and against all Liabilities arising out of or in any way connected to Contract Services, including refraining from seeking reimbursement from City for Contractor's liability to someone else (such as damages resulting from a suit against Contractor by a Customer).

**(iii) Defense.** Immediately upon commencement of any lawsuits, claims, complaints, causes of actions or other demands brought against City for Liabilities arising out of or in any way connected to Contract Services, Contractor will do either of the following:

- 1. defend City with counsel approved by City, or
- 2. fund City Reimbursement Costs of defense.

City may retain co-counsel at its own cost and expense and Contractor will direct Contractor's counsel to assist and cooperate with City co-counsel.

(iv) **City Sole Negligence Excluded.** Contractor is not obligated to indemnify, release, hold harmless or defend City if City is found solely negligent by a court of competent jurisdiction after City has exhausted all appeals.

(2) **Scope of Liabilities.** For purposes of this Indemnification, Liabilities must be paid, incurred or suffered by, or asserted against, City arising from or attributable to any repair, cleanup or detoxification pursuant to, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste at any place where Contractor delivers, stores, Processes, Recycles, composts or Disposes of Discarded Materials to the extent that Liabilities are caused by any or all of the following:

1. **Contractor Negligence or Misconduct:** the wrongful, willful or negligent act, error or omission, or the misconduct of Contractor, or
2. **Non-Customer Materials:** the Collection, delivery, handling, Recycling, Processing, composting or Disposal by Contractor of any materials or waste, including Hazardous Waste, which are generated by someone other than Customers or Collected from Premises other than Customers' Premises, or
3. **Failure to Comply With Hazardous Waste Protocol:** Contractor's failure to undertake Hazardous Waste training procedures required by Law with respect to its employees or any Subcontractors' or the Hazardous Waste Handling Protocol, whichever is more stringent, or
4. **Contractor-identified Hazardous Waste:** Contractor's improper or negligent Collection, handling, delivery, Processing, Recycling, composting or Disposal of Hazardous Waste that it Collects and identifies.

City acknowledges that the mere presence of Household Hazardous Waste in the Solid Waste does not constitute negligence and create any Liability on the part of Contractor absent any of the circumstances described in preceding Items 1-4.

**b. Indemnification With Respect to Contract Services Only**

Indemnification under this Section is limited to Liabilities incurred or occurring after the Contract Date through the Contract Term and excludes Liabilities incurred or occurring prior to the Contract Date. However, THE INDEMNIFICATION SURVIVES THE FRANCHISE TERM.

**c. Statutory Agreement**

The Indemnity in this Section is intended to operate as an agreement pursuant to 42

U.S.C. Section 9607I and California Health and Safety Code Section 25364, to insure, protect, hold harmless and indemnify City from liability. It includes the specific actions or inactions of Contractor described in Items a-d of Subsection (a)(2), such as a driver accepting a Customer bribe and illegally disposing of Hazardous Waste that upon identification thereof, must be segregated and Transported under Law.

### **11.03 Performance Securities**

#### **a. Letter of Credit**

Contractor will give City a Letter of Credit acceptable to City per Exhibit 25. The initial amount of the letter of credit will be equal to \$2,000,000.00. Contractor shall provide an updated letter of credit at least every five Years.

#### **b. Performance Bond**

Collector shall secure and throughout the Term maintain in full force and effect a performance or surety bond to guarantee and assure the timely and complete performance of Services in an amount of \$2,000,000.00, fully prepaid for each Contract Year.

Such bond shall be in substantially the form of Commercial blanket bond form attached as Exhibit 25, naming the City as obligee and providing at least 30 Days prior Notice of any cancellation. Contractor shall procure such bond from underwriters approved by the City Auditor-Controller, licensed in California, rated not less than "A-7" by A.M. Best Company, Inc. The form of the bond and the surety are subject to the approval of City's Risk Manager and the City Counsel. The condition of the performance bond shall be such that if Contractor shall well and truly perform the covenants, promises, undertakings and obligations contracted by Contractor to be performed under this Agreement, then the obligation of the bond shall be void; otherwise, it shall remain in full force and effect. Said bond shall terminate and be canceled upon the completion of all of Contractor's obligations under this Agreement. City shall execute and deliver to Contractor or Contractor's surety company promptly upon Contractor's completion of all of Contractor's obligations under this Agreement such certificates or other documents as either of them may reasonably request for the purpose of terminating and canceling such performance bond. Within 10 Days from the date the City Council approves this Agreement, Contractor shall submit a letter from its broker or underwriter addressed to the City stating that it is committed to provide Contractor such performance or surety bond described in this Section above as of the Contract Date. Contractor shall provide an updated performance bond at least every five Years.

### **11.04 Assurance of Performance**

In addition to all other rights and remedies it may have, within five Days of City request Contractor will provide reasonable written assurances that Franchise can timely and

fully meet its obligations in any or all of in the following events:

1. **Labor:** Contractor is the subject of any labor unrest (including work stoppage or slowdown, sick-out, picketing and other concerted job actions);
2. **Employee Wages:** Franchise does not pay wages to its employees, provide workers' compensation insurance required by Law, or pays employment – related taxes or fees;
3. **City:** Contractor does not pay City any City Reimbursement Costs; or
4. In the City's judgment, the occurrence of either of the following events jeopardizes Contractor's ability to timely and fully meet obligations:
  - Contractor does not regularly pay its bills when due, or
  - The entering of any judgment against Contractor with respect to Criminal Conduct by Contractor.

## **ARTICLE 12 CRIMINAL CONDUCT**

### **12.01 Criminal Conduct**

#### **a. Notice**

(1) **Contractor Representative etc.** Contractor will immediately inform City of any Convictions or Pleas with respect to Criminal Conduct by any Contractor Manager described in Items 1-4 of the definition of "Contractor Managers".

(2) **Other Contractor Managers.** Contractor will use Reasonable Business Efforts to immediately inform City of any Convictions or Pleas with respect to Criminal Conduct by any Contractor Manager described in Item 5 of the definition of "Contractor Managers".

#### **b. Cure**

Upon the occurrence of any Convictions or Pleas with respect to Criminal Conduct by any Contractor Manager, Contractor must do either of the following:

1. Terminate from employment or remove from office the offending Contractor Manager who is an individual (or, with respect to a Contractor Manager that is Contractor or an Affiliate, the individual or individuals responsible for the Criminal Conduct), *unless*:
  - Otherwise directed or ordered by Regulatory Authority of competent jurisdiction and/or authority, or
  - Termination would subject Contractor, an Affiliate or any of its Contractor Managers to substantial liability for breach of any labor agreement entered into after the Contract Date, and
2. Eliminate the participation by that Contractor Manager who is an individual (or with respect to a Contractor Manager that is Contractor or an Affiliate, the

individual or individuals responsible for the Criminal Conduct), holding a Position of Influence.

**c. City Remedy**

City in its sole discretion may terminate the Agreement or may impose other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper, in the following events:

1. Contractor or any Affiliate fails to implement the preceding cure in Subsection (b), or
2. The Criminal Conduct (other than Criminal Conduct described in Item 4 of the definition of "Criminal Conduct," with respect to Hazardous Waste, of which Contractor did not have actual knowledge) is both of the following:
  - A felony, and
  - Is related to this Agreement.

Contractor must be given the opportunity to present evidence in mitigation during the preceding Notice period. City will consider that evidence.

**d. No Subversion**

Contractor will not, or will not allow, hire or transfer from any Affiliate of any employee, officer or Director of an Affiliate who is the subject of any Conviction or Plea to a position as a Contractor Manager.

## **ARTICLE 13 CONTRACTOR'S COMPENSATION**

**13.01 Contractor's Compensation**

In consideration of and as compensation for full and timely performing Contract Services and satisfying its obligations, Contractor will be paid a Contractor Compensation. Contractor's Compensation comes from two sources: 1) Payments from City for City Billed Accounts, and 2) payments from Regularly Scheduled Roll-Off/Compactor Service Customers for Contractor Billed Accounts.

**a. Contractor's Compensation from June 8 through June 30, 2023**

Contractor's Compensation from City from June 8, 2023 through June 30, 2023 will be via the prior practice employed by the City and Contractor, as per the terms and conditions of the prior agreement dated February 12, 2013 and which expires on June 7, 2023. The current process for payments to Contractor shall remain in effect for all City customer receipts through June 30, 2023.

**b. Payments from City for City Billed Accounts in Contract Year 1**

Contractor's Compensation for City Billed Accounts for Contract Year 1 (July 1, 2023 through June 30, 2024) shall be \$18,685,000. This is inclusive of compensation for Neighborhood Collection Services of \$1,248,000 for four daily routes detailed in Section 4.07. The City will issue monthly payments to Contractor equal to 1/12<sup>th</sup> of the Contract Year 1 Contractor's Compensation by the 20<sup>th</sup> of the month following each completed calendar month. Contractor's Compensation in Contract Year 1 is based on the cost-of-service units shown in Exhibit 26. Contractor's net Compensation after payment of the Franchise Fee shall be \$1,310,000 per month.

**c. Payments from City for City Billed Accounts in Contract Year 2**

Contractor's Compensation for City Billed Accounts for Contract Year 2 (July 1, 2024 through June 30, 2025) shall be \$18,685,000 plus a one-time true-up for changes in Contractor's fuel costs (One-Time Fuel True-Up). Contractor's net Compensation after payment of the Franchise Fee shall be \$1,310,000 per month, not including the One-Time Fuel True-Up.

The One-Time Fuel True-Up shall only apply to Contractor's Compensation in Contract Year 2 and shall be calculated as the difference of Contractor's actual fuel costs for the 12-month period ending October 2022 (\$523,890) times one plus the percentage change in the 12-month average Natural Gas Index from November 2022 through October 2023 compared with the 12-month average Natural Gas Index from November 2021 through October 2022 (\$7.64 per Thousand Cubic Feet). The One-Time Fuel True-Up shall not apply in any subsequent Contract Year.

The City will issue monthly payments to Contractor equal to 1/12<sup>th</sup> of the Contract Year 2 Contractor's Compensation plus the One-Time Fuel True-Up by the 20<sup>th</sup> of the month following each completed calendar month.

**d. Payments from City for City Billed Accounts in Contract Year 3**

Starting in Contract Year 3 (July 1, 2025 through June 30, 2026) Contractor's Compensation for City Billed Accounts shall be as follows.

Contractor's Compensation for Neighborhood Collection Services in Contract Year 3 shall be the Contract Year 1 amount of \$1,248,000 (or other amount if adjusted by the City per Section 13.04) times one plus the percentage change in the 12-month average CPI Index from January 2024 through December 2024 compared to the 12-month average CPI Index from January 2023 through December 2023, capped at 5%, plus an additional 2%.

Contractor's Compensation for All Other Services in Contract Year 3 shall be a monthly cost of service per unit, which shall be developed via a meet and confer process between the City and Contractor using the example included in Exhibit 26 and shall be

finalized for City approval by February 28, 2025. The monthly cost of service per unit amounts by Service Type will be calculated based on a) the City's records of the number of accounts by Service Type in the City's Billing Records as of January 31, 2025, and b) the cost of Contractor's service per unit as proposed by Contractor and agreed to by City via meet and confer. The product of the monthly cost of service per unit times twelve (12) months will be set at \$17,437,000 times one plus the percentage change in the 12-month average CPI Index from January 2024 through December 2024 compared to the 12-month average CPI Index from January 2023 through December 2023, capped at 5%, plus an additional 2%.

The City will issue monthly payments to Contractor equal to 1/12<sup>th</sup> of the Contract Year 3 Contractor's Compensation for Neighborhood Collection Services, plus the monthly cost of service per unit by the 20<sup>th</sup> of the month following each completed calendar month.

**e. Payments from City for City Billed Accounts in Contract Years 4 through 6**

Contractor's Compensation for City Billed Accounts for Contract Year 4 (July 1, 2026 through June 30, 2027) through Contract Year 6 (July 1, 2028 through June 30, 2029) shall be as follows.

Contractor's Compensation for Neighborhood Collection Services in Contract Years 4 through 6 shall be the prior Contract Year's amount times one (1) plus the percentage change in the recent 12-month average CPI Index from January through December compared to the prior 12-month average CPI Index from January through December, capped at 5%, plus 2%.

Contractor's Compensation for All Other Services in Contract Years 4 through 6 shall be the prior Contract Year's monthly cost of service per unit amounts times one plus the percentage change in the recent 12-month average CPI Index from January through December compared to prior the 12-month average CPI Index from January through December, capped at 5%, plus 2%.

The City will issue monthly payments to Contractor equal to 1/12<sup>th</sup> of the Contractor's Compensation for Neighborhood Collection Services, plus the monthly cost of service per unit, by the 20<sup>th</sup> of the month following each completed calendar month.

**f. Payments from City for City Billed Accounts in Contract Years 7 through 15**

Contractor's Compensation for City Billed Accounts for Contract Year 7 (July 1, 2029 through June 30, 2030) through Contract Year 15 (July 1, 2037 through June 30, 2038), shall be as follows. This methodology shall also apply to any extensions to Term

granted by City pursuant to Section 3.01.b.

Contractor's Compensation for Neighborhood Collection Services in Contract Years 7 through 15 shall be the prior Contract Year's amount times one (1) plus the percentage change in the recent 12-month average CPI Index from January through December compared to the prior 12-month average CPI Index from January through December, capped at 5%.

Contractor's Compensation for All Other Services in Contract Years 7 through 15 shall be the prior Contract Year's monthly cost of service per unit amounts times one (1) plus the percentage change in the recent 12-month average CPI Index from January through December compared to prior the 12-month average CPI Index from January through December, capped at 5%.

The City will issue monthly payments to Contractor equal to 1/12<sup>th</sup> of the Contractor's Compensation for Neighborhood Collection Services, plus the monthly cost of service per unit, by the 20<sup>th</sup> of the month after each completed calendar month.

**g. Per Unit Compensation for Contractor Billed Accounts**

For Customers billed by Contractor (Regularly Scheduled Roll-Off/Compactor Service Customers and Special Services) Contractor shall directly bill customers at the City's Adopted Rates in effect at the time. Current Adopted Rates charged to Customers are included in Exhibit 27. Contractor is responsible for collection of revenues from Customers it bills. Contractor shall pay the City the difference between the Adopted Rates for Regularly Scheduled Roll-Off/Compactor Service Customers and Special Services (Exhibit 27 as it may be adjusted from time to time by the City) and Contractor's cost of service per unit for those Customers per Exhibit 26 (as it may be adjusted between the City and Contractor). For materials collected and charged by weight and delivered to the County's facilities, the entire County tipping fee rate shall be charged to the Customer and remitted to the City; City shall be responsible for payment of tipping fees to the Disposal Site or Transfer Station.

**13.02 Contractor Payment of Money Owed City**

City may demand payment from Contractor of, or draw on Contractor's letter of credit for any money Contractor owes City, including any or all of the following:

1. **Damages:** Including under Section 15.01.
2. **City Fees:** The amounts owed to the City per Section 13.02.g.
3. **City Reimbursement Costs:** Including any or all of the following:

<b>City Reimbursement Cost</b>
Repair of damaged property
Insurance premiums

### **13.03 Adjustments for Change in Law or Contract Services**

Once each Contract Year Contractor may request an adjustment of Contractor's Compensation if Contractor's Direct Costs of providing Contract Services have increased or decreased due to a Change in Law or Contract Service specifications.

#### **a. Basis of Request for Adjustment**

Contractor may request an adjustment to Contractor's Compensation no more frequently than once annually for the purpose of recovering extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in tipping fees for Refuse Disposal, or Recyclable Material or Green Waste Processing costs, changes in the market value of Recyclable Materials from the values assumed by Contractor, inaccurate estimates by the Contractor of its proposed cost of operations, unionization of Contractor's work force, change in wage compensation or employee benefits, changes in the cost of Vehicle, health, comprehensive, workers' compensation or any other type of insurance, or the implementation or suspension of State or local mandatory Commercial Recycling requirements.

Contractor is expected to comply with California Air Resource Board's emission standards as they may be approved for Refuse removal Vehicles, as well as other Federal, State and local Laws and regulations that may be enacted during the term of this Agreement, with no additional compensation. Extraordinary compensation adjustments shall only be effective after approval by City Council and may not be applied retroactively.

For each request for an adjustment to Contractor's Compensation that Contractor may bring forward pursuant to this Section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three Years for the services provided under this Agreement.

City shall review the Contractor's request and, in City's sole judgment and absolute, unfettered discretion except as provided for above, make the final determination as to whether an adjustment to the Contractor's Compensation will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Notwithstanding the above, City's approval of a requested adjustment may not be withheld, upon verification of the supporting information, where arising from amendments to the City Code that increase Contractor's cost of operations, or a City mandate that Contractor use of a particular alternative Processing technology. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an

extraordinary compensation adjustment request.

**b. Adjustment Process**

**(1) Adjustment Requests, Review, Consent**

**1. Information.**

Contractor will attach the following information in any request it might have for adjustment to Contractor's Compensation due to Change in Law or service specifications:

- The amount of the requested adjustment,
- The Change in Law or Contract Service specifications and Contractor's Direct Cost of providing new or different Contract Service, and the consequent change in Operations Portion of the Compensation.
- Contractor's calculations to support its request, and
- All financial and other Records related to its request.

Within 15 Days of City request, Contractor will give City any information from Contractor, or its Affiliates related to request to adjustment of Contractor's Compensation.

2. **Additional Information.** Within 10 Days of City request, Contractor will give City any additional information from Contractor or Contractor's Affiliates reasonably related to request for adjustment to Contractor's Compensation.
3. After City has had a reasonable period of time to request, review, and audit the requested information, it may adjust the Compensation limit in its sole discretion, subject to Contractor dispute under Subsection (d)(3) below.

**(2) Contractor Dispute.** Upon Contractor request, Contractor may meet with representatives of City to resolve a dispute with respect to requested adjustments to Contractor's Compensation. The existing Contractor's Compensation will remain in effect until Parties resolve the dispute or City terminates this Agreement. If the Parties cannot resolve the dispute, then City may terminate this Agreement effective at a date no sooner than 3 months from the date printed on the Notice of termination, or a shorter time to which Contractor agrees.

**c. Supporting Documents.**

Where required in the City's judgment to adequately document a request for an adjustment to Contractor's Compensation made pursuant to Section 13.04, the compensation adjustment request shall be accompanied by, or Contractor will send City

upon request, a copy of Contractor's certified annual financial statements prepared by a Certified Public Accountant, which shall have been prepared in compliance with Rule 58 of the "Rules and Regulations of the State Board of Accountancy," as established by the California Code of Regulations, Title 16, Chapter I. Such Certified Public Accountant shall be entirely independent of the Contractor and shall have no financial interest whatsoever in the business of Contractor. City may specify the form and detail of the financial statements. Contractor shall also include complete descriptions of related Party transactions (corporate and/or regional management fees, inter-company profits from Transfer, Processing, or Disposal operations).

## **ARTICLE 14 FRANCHISE FEE**

### **14.01 Franchise Fee**

Contractor agrees that the initial annual Franchise Fee payable to the City is \$2,965,000, payable in equal monthly 1/12<sup>th</sup> increments by the 20<sup>th</sup> of the month after each completed calendar month. The Franchise Fee shall increase annually at the same time and same percentage increase as any changes in Contractor's Compensation. Contractor agrees that the City, by resolution of the City Council, may increase the Franchise Fee by amounts reasonably related to the estimated value of the property rights afforded Contractor pursuant to this Agreement, including:

- Administering and enforcing this Agreement, and monitoring Contractor's performance,
- Implementing its solid waste program plan under Law,
- Maintaining, repairing and replacing City's infrastructure (such as roads) that are worn or damaged by providing Contract Services, and
- Providing solid waste and other services that protect public health, safety and welfare, and
- Other indicia of value as allowed by applicable law.

Increases to the Franchise Fee are considered to be a change subject to an adjustment under Section 13.04. Before implementing an increase to the Franchise Fee, except for an annual increase to reflect a percentage change to Contractor's Compensation, the City will meet and confer in good faith with the Contractor regarding the proposed increase. Contractor acknowledges and agrees that the Franchise Fee is the cost of Contractor doing business and providing Contract Services and is a liability of Contractor and not Customers.

## ARTICLE 15 BREACHES, DEFAULTS AND REMEDIES

### 15.01 Certain Breaches and Damages

#### a. Breaches

Within two weeks of City assessment, Contractor will pay the following damages for each of the corresponding breaches determined by City. City may assess damages for each instance of breach, even if Contractor subsequently cures the breach. (Contractor nevertheless might have the opportunity to cure the breach before it becomes an event of default under Section 15.02.)

<b>Failure to Meet Obligations</b>	<b>Damages (per failure in each Contract Year)</b>
Comply with Transition Plan	\$1,000 / failure
Collect any Customer Container or public Container of Discarded Materials identified by the City as qualifying for regular and uninterrupted Collection service.	1-15 / \$100 11-15 \$200 Over 15 \$500
Collect Abandoned Waste upon City request	1-2 / \$500 3-5 / \$1,000 Over 5 / \$5,000
Collect within permitted hours	1-3 / \$200 Over 3 / \$1,000 (per Vehicle)
Timely repair, replacement, delivery or pick up of Container	1-15 / \$15 Over 15 / \$200 (per Container)
Return Container to Set-Out Site	1-15 / \$50 Over 15 / \$200
Perform Contract Services in courteous and professional manner (rudeness)	1-3 / \$500 Over 3 / \$1,000 per incident verified or experienced by City
Failure to properly cover materials in Collection vehicles, clean up litter or leak.	1-5 / \$250 Over 5 / \$500
Timely determination of damage causation / repair or replace damaged property, or reimbursement of repair or replacement cost	1-5 / \$100 Over 5 / \$500

<b>Failure to Meet Obligations</b>	<b>Damages (per failure in each Contract Year)</b>
Excess noise levels	1-3 / \$100 Over 3 / \$500 (per reported incident, as confirmed by City)
Response to Customer within 24 hours, including any of the following <ul style="list-style-type: none"> <li>• Fulfilling Contract Service request (such as commencing / stopping regular service, providing roll-out service; making on-call pickups of bulky, special or E-waste),</li> <li>• taking corrective action, or</li> <li>• answering voice mail messages.</li> </ul>	1-5 / \$200 Over 5 / \$1,000 per incident per Day
Record complaint	1-5 / \$100 Over 5 / \$500 (per complaint)
Meet phone response standards, including answering within 4 rings	5-10 / \$50 11-20 / \$100 Over 20 / \$500
Miscalculate / charge incorrect or unauthorized Rate	1-5 / \$100 for each and every Customer's bill, and one or more bill(s) presented to a Customer Over 5 / \$500
Label Containers	Over 5 / \$100 per Container for each Day after thirty (30) Days, that City notifies Contractor that Container is not labeled as required.
Deliver: <ol style="list-style-type: none"> <li>1. Recyclables to Approved MRF(s),</li> <li>2. Organic Waste to Approved Organics Site(s),</li> <li>3. Refuse to Approved Disposal Facility/Facilities</li> <li>4. Manure to the Approved site, and</li> <li>5. Universal Waste and E-waste to the Approved Facilities</li> </ol>	1-5 / \$1,000 per failed delivery Over 5 / \$5,000 (+ compensatory damages = City Reimbursement Cost of monitoring or confirming compliance)
Mixing Refuse, Recyclables or Green Waste, unless material is on a designated Mixed Waste route	1-3 / \$5,000 per truck Over 3 / \$10,000

<b>Failure to Meet Obligations</b>	<b>Damages (per failure in each Contract Year)</b>
Timely response to City request	1-2 / \$500 3-5 / \$1,000 Over 5 / \$5,000
Provide City access to Records	\$1,000/Day
Provide text to City no later than required times, including news releases	1 / \$500 2-3 / \$1,000 Over 3 / \$5,000
Timely submit reports	\$200/Day until submitted
Timely correct (errors, omissions, format etc.) reports	\$200/Day starting 30 Days after notice of inaccuracy
Late payments to City, including Franchise Fee and City Reimbursement Costs	\$500/Day
Any other Contractor Obligation not corrected within 30 Days of City request.	1-5 / \$100 Over 5 / \$500

**Damages Related to SB 1383**

<b>Failure to Meet Obligations</b>	<b>Damages (per failure in each Contract Year)</b>
<b>Failure to Provide Blue Container and Green Container.</b> For each occurrence of failing to provide Customers with the three-Container system, , excluding Generators and Customers granted waivers and excluding Generators and Customers that demonstrate compliance with Recycling and Organic Waste Self-Hauling requirements pursuant to 14 CCR Division 7, Article 12, Article 7.	\$500/Customer
<b>Failure to Perform Contamination Monitoring Requirements.</b> Option 1: For each failure to conduct Hauler Route contamination monitoring. Option 2: For each failure to conduct waste evaluations.	Option 1: \$500/ Hauler Route / occurrence Option 2: \$5,000/ waste evaluation / occurrence

<b>Failure to Meet Obligations</b>	<b>Damages (per failure in each Contract Year)</b>
<b>Failure to Comply with Container Labeling and Colors.</b> For each occurrence of Contractor's failure to comply with Container labeling and color requirements.	\$50 / Container / occurrence
<b>Failure to Perform Public Education and Outreach.</b> For each failure to perform any individual education and outreach activity as required and in the timeframe specified by this Agreement.	\$100 / occurrence
<b>Failure to Conduct Compliance Tasks.</b> For each failure to conduct any compliance review, and/or other inspection required by this Agreement.	\$250/ occurrence
<b>Failure to Issue Non-Collection Notices.</b> For each failure of Contractor Collection personnel to issue Non-Collection Notices due to Prohibited Container Contaminants and maintain documentation of issuance.	\$50/ occurrence
<b>Failure to Conduct Follow-Up Reviews.</b> For each failure to conduct a follow-up review of 1383 Regulatory Non-Compliance Complaints.	\$100/ occurrence

**b. Contest**

Contractor may contest assessment of damages under subsection a. by Notifying City within 10 Days of receiving City assessment, indicating Contractor's basis for disagreement. City Administrator will consider information provided by City Representative and Contractor and make a binding determination as soon as possible. Payment of damages shall be made by Contractor within 30 days of City Administrator's determination.

**c. Acknowledgements**

Contractor acknowledges all of the following:

1. City incurred considerable time and expense procuring this Agreement in order to secure an improved level of Collection service quality and increased Customer satisfaction. Therefore consistent and reliable Contract Services are of utmost importance to City and Customers;

2. City has considered and relied on Contractor's representations as to the quality of its service in entering into this Agreement, and Contractor's breach of its obligations represents a loss of bargain to City;
3. Quantified standards of performance are necessary and appropriate to ensure the consistent and reliable Contract Service, and if Contractor fails to meet obligations referenced in this Section above, City will suffer damages (including the following:
  - Customers' inconvenience,
  - Potential political pressure, criticism and complaint by Customers,
  - Lost City Council and staff time, and
  - Loss of bargain; and
4. It is and will be impracticable and extremely difficult to ascertain and determine the value of damages.

#### **d. Reasonable Estimate**

Therefore, each Party acknowledges that the above Damages represent a reasonable estimate of the amount of the damages, considering all of the circumstances existing on the Contract Date, including both of the following:

1. Relationship of the sums to the range of harm to City that reasonably could be anticipated, and
2. Anticipation that proof of actual damages would be costly, time-consuming or inconvenient.

#### **e. Confirmation**

In signing this Agreement, each Party specifically confirms both of the following:

1. The accuracy of the statements made in this Section, and
2. It had ample opportunity to consult its legal counsel for an explanation of this Damage provision.

### **15.02 Defaults**

Each of the following is an event of default ("**event of default**") under this Agreement:

#### **a. Events of Default Subject to a Cure Period**

For events of default in this Section 15.02.a, the City will provide notice and Contractor will have an opportunity to cure as follows:

1. **City Notice:** City Notifies Contractor as follows:
  - That in City opinion a specific breach has occurred, and
  - If Contractor does not cure that breach within 20 Days of receiving City Notice, City may terminate this Agreement.
2. **Contractor Proposal:** If Contractor cannot cure the breach within 20 Days, as soon as possible (but no less than two Days) Contractor will Notify City as follows: Propose a schedule for curing the breach.
3. **City Actions:** City, in its sole discretion, may do any of the following:

- Accept Contractor's schedule,
- Present City alternative schedule, or
- Provide Contractor with notice of Contractor's failure to cure and terminate this Agreement at the end of the 20-Day period.

EVENT OF DEFAULT	EFFECTIVE TERMINATION DATE
<b>Failure to Collect</b> , subject to Uncontrollable Circumstances, more than five times during any Contract Year	Contractor's receipt of Notice of failure to cure
<b>Failure to deliver Discarded Materials to an Approved Facility:</b> subject to Uncontrollable Circumstances, more than 3 times during any Contract Year, Contractor fails to deliver: <ol style="list-style-type: none"> <li>1. Refuse to the Approved Facilities.</li> <li>2. Organic Waste to the Organics Site(s),</li> <li>3. Recyclables to the MRF(s),</li> <li>4. Manure to an identified site, or</li> <li>5. Universal Waste or E-waste to Approved Facilities.</li> </ol>	Contractor's receipt of Notice of failure to cure
<b>Failure to meet Customer Participation Compliance Requirement</b> , subject to Uncontrollable Circumstances.	Contractor's receipt of Notice of failure to cure
<b>Failure to Comply With Law</b> within 20 Days' Notice of Violation by a Regulatory Authority.	Contractor's receipt of Notice of failure to cure, subject to both of the following: <ol style="list-style-type: none"> <li>1. Contractor contests the Notice in good faith, and</li> <li>2. The Regulatory Authority enters a final decision adverse to Contractor.</li> </ol>
<b>Criminal Conduct:</b> The failure to timely terminate and/or replace any employee, officer or Director upon the occurrence of any conduct proscribed in Section 12.01.	Contractor's receipt of Notice of failure to cure

EVENT OF DEFAULT	EFFECTIVE TERMINATION DATE
<p><b>Breach of Agreement - Failure:</b> Contractor fails to meet any Contractor Obligation (other than a Contractor Obligation listed in this table above or in Section 15.02.b).</p> <p>This event of default is subject to Uncontrollable Circumstances unless related to the payment of money.</p>	Contractor's receipt of Notice of failure to cure

**b. Other Events of Default**

EVENT OF DEFAULT	EFFECTIVE TERMINATION DATE
<p><b>Failure to provide any of the following:</b></p> <ol style="list-style-type: none"> <li>1. Insurance,</li> <li>2. Performance bond, or</li> <li>3. Letter of credit</li> </ol>	Immediately, to the extent permitted by Law.
<p><b>Failure to provide assurances of performance</b> within thirty (30) Days of City request</p>	Contractor's receipt of Notice of failure
<p><b>Failure to pay money owed to City</b></p>	Contractor's receipt of Notice of failure
<p>Assignment without City consent</p>	Contractor's receipt of Notice of failure
<p><b>Seizure, Attachment:</b> In the opinion of City, a seizure, attachment (other than a pre-judgment attachment) or levy upon any Contract Service Asset:</p> <ol style="list-style-type: none"> <li>1. Substantially impairs Contractor's ability to meet any obligation under this Agreement, and</li> <li>2. Cannot be released, bonded or otherwise lifted within 48 hours, excepting weekends and Holidays.</li> </ol>	Contractor's receipt of Notice of failure
<p><b>Insolvency, Bankruptcy, Liquidation:</b></p>	Immediately, to the extent permitted by Law.

EVENT OF DEFAULT	EFFECTIVE TERMINATION DATE
<p>1. Contractor does any of the following:</p> <ul style="list-style-type: none"> <li>• Files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar Law now or hereafter in effect, <i>unless</i> Contractor retains full control of Contract Service Assets throughout the pendency of that claim,</li> <li>• Consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of Contract Service Assets no longer used to provide franchise services or backup Contract Services), trustee (other than as security of an obligation under a deed of trust), custodian, sequestration, administrator (or similar official) of Contractor for any part of Contractor’s operating assets or any substantial part of Contractor’s property,</li> <li>• Makes any general Assignment for the benefit of Contractor’s creditors,</li> <li>• Fails generally to pay Contractor’s debts as they become due, or</li> <li>• Takes any action in furtherance of any of the foregoing.</li> </ul> <p>2. <b>Involuntary bankruptcy:</b></p> <ul style="list-style-type: none"> <li>• A court having jurisdiction enters a decree or order for relief in respect of the Agreement, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar Law now or hereafter in effect, or</li> </ul>	

EVENT OF DEFAULT	EFFECTIVE TERMINATION DATE
<ul style="list-style-type: none"> <li>• Contractor consents to or fails to oppose any the proceeding, or</li> <li>• Any court enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, administrator (or similar official) of Contractor or for any part of Contractor’s operating equipment or assets, or orders the winding up or liquidation of the affairs of Contractor.</li> </ul>	
<p><b>False Representations, Breach of Representations or Warranties:</b> Contractor makes a representation, certification or warranty under this Agreement, including Exhibit 2, which Contractor knows, or in the course of diligently conducting business and providing Contract Services should have known, is untrue as of the date thereof.</p> <p>Contractor makes a representation or fails to make a disclosure, whether within this Agreement or otherwise, to City in connection with or as a material inducement to entering into this Agreement or any future amendment to this Agreement, which representation or failed disclosure is false or misleading in any material respect when made.</p>	Contractor’s receipt of Notice of failure

### 15.03 Breaches and Defaults Excused by Uncontrollable Circumstances

#### a. Performance Excused

- (1) **Contractor.** Contractor’s failure to meet any Contractor Obligation will *not* be deemed an event of default if all of the following conditions are met:
1. The event of default is *caused* by Uncontrollable Circumstances,
  2. The event of default is explicitly *subject to* Uncontrollable Circumstances under this Agreement, and

3. Contractor exerted Reasonable Business Efforts to prevent the occurrence and mitigate the effects of the Uncontrollable Circumstance.

(2) **City.** City failure to meet any obligation under this Agreement (other than payment of money *unless* City may withhold or offset payment under this Agreement) will *not* be deemed an event of default if the conditions in preceding Subsection (a)(1) are met.

## **b. Notice**

The Party experiencing an Uncontrollable Circumstance that causes that Party to breach its obligations under this Agreement will give immediate Notice to the other Party, including all of the following:

1. Describing performance under this Agreement for which it seeks to be excused,
2. The expected duration of the Uncontrollable Circumstance,
3. The extent to which Contract Services may be curtailed,
4. Any requests or suggestions to mitigate the adverse effects of the Uncontrollable Circumstance, and
5. Any extension of the schedule in the Transition Plan.

## **c. City Rights**

(1) **Provide Contract Services.** Even though Contractor's breach is not an event of default, City in its sole discretion may perform any Contractor Obligation under this Agreement if Contractor does not cure the breach within 48 hours of City Notice.

(2) **Contract Remedies.** If Contractor's breach continues for 30 Days, City may exercise any or all remedies under this Agreement, up to and including termination.

## **15.04 Remedies Upon Default**

### **a. Types**

In an event of default, City may exercise any or all of the following remedies in event of default in its sole discretion:

1. **Termination:** to terminate any or all of this Agreement,
2. **Suspension:** to suspend any or all of this Agreement,
3. **City Right to Perform Contract Services:** perform Contract Services under Section 15.9,
4. **Damages:** assess damages (including Damages under Section 15.01) ,and
5. **All Other Available Rights and Remedies:** exercise any other available rights and remedies at Law and in equity (including specific performance).

## **b. Acknowledgements**

Contractor acknowledges that City remedy of damages may be inadequate for reasons including all of the following:

1. The urgency of timely, continuous and high-quality Contract Service, including Collection, Transportation and/or Transfer for Disposal of Putrescible Wastes which constitute a threat to public health;
2. The long time and significant investment of money and personnel (both City staff and private consultants, including financial advisors, procurement counsel and elected City officials) required to request and evaluate qualifications and proposals for alternative service comparable to Contract Service for the price under this Agreement, and to negotiate new agreements for comparable service;
3. City reliance on Contractor's technical Discarded Materials management expertise;
4. Contractor's failure to Transport and deliver Discarded Materials to an Approved Facility ("**Delivery Default**") may increase City risk of liability for environmental damage due to release or threatened release of hazardous or toxic substances, petroleum products and other materials, including any or all of the following:
  - Water or ground water contamination from those Facilities,
  - Replacement or restoration of natural resources, or
  - Repair, cleanup or detoxification of the Approved Facility and any related removal, remedial, response, closure or other plan, whether under Section 107I of CERCLA Section 9607(e). California Health and Safety Code Section 25364 or other Law;
5. A Delivery Default may adversely affect City ability to measure the Minimum Diversion Requirement and secure compliance with AB 939, AB 341, AB 1826, SB 1383 and other Applicable Law; or
6. A Delivery Default is not in the best economic, health and safety interest of Customers.

Consequently, City is entitled to all available equitable remedies, including injunctive relief.

### **15.05 Remedies Not Exclusive**

Each Party's rights and remedies under this Agreement are not exclusive. A Party's exercise of one right or remedy (including Damages under Section 15.01), is not an election of rights or remedies. It is cumulative with any other available rights and remedies.

### **15.06 Waivers**

#### **a. City Waiver of Breaches or Events of Default**

(1) **Each Waiver is Discrete.** City waiver of any breach or event of default is not a waiver of any other breach or event of default, including one with respect to the same obligations under this Agreement.

(2) **No Demand for Damages.** City decision not to demand damages will not be deemed a waiver of any Contractor breach or event of default.

(3) **Acceptance of Damages.** City subsequent acceptance of any damages or other money from Contractor will not be deemed to be a waiver by City of any pre-existing or concurrent breach or event of default.

#### **b. Contractor Waiver of Certain Defenses**

Contractor acknowledges that it is solely responsible for providing Contract Services. Contractor irrevocably and unconditionally waives defenses to the satisfaction of its obligations based upon any of the following:

1. Failure of consideration,
2. Contract of adhesion,
3. Impossibility or impracticability of performance,
4. Commercial frustration of purpose, or
5. The existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event or contingency that may be a basic assumption of Contractor with regard to any provision of this Agreement.

Contractor does not waive any rights to relief due to the occurrence of Uncontrollable Circumstances. The process for claiming relief due to an Uncontrollable Circumstance is specified in Exhibit 28.

### **15.07 Jurisdiction, Venue, Service of Process**

#### **a. Exclusive State Court Jurisdiction**

Contractor agrees that it shall be subject to the jurisdiction of California courts, which State courts will have exclusive jurisdiction over any lawsuits arising out of this Agreement.

#### **b. Venue**

Any litigation arising out of this Agreement, or its contents must be brought in the Superior Court for the County of Santa Barbara.

#### **d. Service of Process**

Contractor will accept service of process at the address where it receives Notices.

### **15.08 Costs**

Within two weeks of City request, Contractor will pay City Reimbursement Costs reasonably incurred to enforce City rights or exercise its remedies for any Contractor breach of this Agreement that results in an event of default.

## **15.09 City Right to Provide Contract Services**

### **a. Events**

City may provide, or contract for provision of, any or all Contract Services in either or both of the following events:

1. City in its sole discretion determines that Contractor's failure to satisfy any Contractor Obligation for a period of 48 consecutive hours poses a danger to public health, safety or welfare, or
2. City suspends or terminates all or any part of this Agreement.

This right is in addition to all other City rights and remedies. City has no obligation to continue providing Contract Services.

### **b. Notice**

City may give Contractor 24-hour oral Notice that City is exercising its right to provide any or all Contract Service, effective immediately. Within those 24 hours, City will give Contractor a written Notice of confirmation.

### **c. Containers**

Contractor is deemed to give City a possessory interest in any or all Containers necessary or convenient to provide Contract Services, effective when City gives oral Notice. City may use Containers to provide all or a part of Contract Services. City will have absolute and exclusive control over Containers as though City were the absolute owner thereof, subject to actual possession by Customers.

### **d. Personnel**

Immediately upon giving Contractor oral Notice under Subsection (b), City may hire personnel necessary or convenient to provide all or a part of Contract Services, including any or all of the following:

1. City municipal employees,
2. Contractor's current or prior employees such as:
  - key personnel and other management,
  - drivers,
  - route superintendents,
  - Customer service representatives, and
  - billing, accounting and other office staff, and
3. any other Person.

### **e. Records**

Upon City request, Contractor will give City immediate access to Contractor's office and any or all Records, including Records related to routing, Customer service subscriptions and billing.

**f. Contractor Payment or City Reimbursement**

**(1) Uncontrollable Circumstances.** If events listed in Subsection (a) are due to Uncontrollable Circumstances, then City will pay Contractor the following costs so long as Contractor is not being compensated for Contract Services:

1. Rental fees for City use and possession of Carts and Bins equal to their fair market as determined by an independent appraiser selected by the Parties, and
2. Contractor's Direct Cost of making its personnel available to City under Subsection (d).

**(2) Contractor Breach or Event of Default.** If events listed in Subsection (a) above are *not* due to Uncontrollable Circumstances, then within 10 Days of City request, Contractor will pay City its City Reimbursement Costs incurred in performing Contractor Services. If Contractor does pay within 10 Days, City may draw upon any letter of credit or other security provided under this Agreement.

**g. Insurance**

Contractor will maintain all insurance required under this Agreement while City exercises its rights under this Section.

**h. Stipulations**

Contractor agrees and stipulates that City exercise of rights under this Section:

1. Is not a taking of private property for which City must compensate Contractor,
2. Will not create any liability on the part of City to Contractor, except for rental under Subsection (f)(1), and
3. Does not exempt Contractor from any Indemnifications, which Contractor acknowledges apply to this Section, *except* with respect to Liabilities arising from either or both of the following:
  - The sole negligence of City officers and employees (other than employees of Contractor at the time City commenced performing the Contract Services), or
4. Individuals driving Collection Vehicles.

**ARTICLE 16  
SUSPENSION OR TERMINATION**

**16.01 City Right to Suspend or Terminate**

**a. Termination Events**

City, by action of the City Council, may in its sole discretion terminate this Agreement in whole or part, in any of the following events:

1. **Contractor Default:** the occurrence of an event of default,
2. **Uncontrollable Circumstances:** the occurrence and continuance of an Uncontrollable Circumstance preventing performance by Contractor for 30 Days or more, or
3. **Non-Severable Provisions:** any clause, sentence, provision, Subsection, Section or Article of this Agreement or Exhibit to this Agreement is ruled invalid by any court of competent jurisdiction but is not severable.

## **b. Suspension Events**

City may in its sole discretion suspend all or part of this Agreement for up to 30 Days upon the occurrence of any event listed in Subsection (a). During those 30 Days Contractor will have the opportunity to demonstrate to the sole satisfaction of City that Contractor can once again fully and timely satisfy all of its obligations. If City determines that Contractor can satisfy all of its obligations, City's right to suspend or terminate the Agreement will cease and Contractor may resume providing Contract Service. If City does *not* make that determination, City may terminate the Agreement and exercise any of its other rights and remedies.

## **c. Notice**

Termination is effective at the times listed under Section 15.02 or any longer times required by City.

## **d. Suspension, Termination of a Portion of Contract Services**

If City suspends or terminates a part of this Agreement, Contractor will do both of the following:

1. Continue to fully and timely satisfy its remaining Contractor Obligations, and
2. Prepare a plan to implement the proposed Contract Service change pursuant to Section 9.02, and
3. Within two weeks after coming to agreement with the City on the proposed change, give Customers written Notice of reductions in Contract Services.

*For example, if City suspends Contractor Obligations with respect to Residential Recyclables Collection, Contractor would be obligated to fully perform its other obligations, such as Residential Refuse and Green Waste Collection.*

## **16.02 Contractor Obligations Upon Termination**

CONTRACTOR'S OBLIGATIONS AND CITY'S RIGHTS UNDER THIS SECTION SURVIVES THE FRANCHISE TERM. Upon termination of this Agreement, City has all the following rights and Contractor all the corresponding obligations. City may exercise these rights no later than the Day that Contractor receives City's Notice of termination.

1. **Use of Contract Service Assets.** If City requests, Contractor will give City possession of Contract Service Assets (including Vehicles) to provide Contract

Services. Contractor will transfer or Assign to City all rights necessary to give City possession and use of Contract Service Assets. City may keep those Contract Service Assets until the City purchases or otherwise acquires replacement assets or secures the use of replacement assets, for a period not to exceed 18 months.

2. **Option to Purchase Containers.** City *may* purchase some or all Containers at a price equal to their book value amortized straight-line over a seven Year life. Contractor will transfer or Assign to City all rights necessary to give City Ownership, possession and use of Carts, including under any Container Acquisition Agreement.
3. **Removal of Carts.** If City does *not* purchase Carts, upon City request Contractor will pick up those Carts at its Customers' Cart Set-Out Site on the date specified by City. Contractor will Recycle rather than Dispose of Carts.

## **ARTICLE 17 THE PARTIES**

### **17.01 Contractor Is Independent**

Contractor is an independent contractor engaged by City and not as officer, agent, servant, employee or partner of City or as a joint venture with City. No employee or agent of Contractor is deemed to be an employee or agent of City. Contractor has the exclusive control over the manner and means of performing Contract Services and anyone else performing Contract Services, *except* for City right to change the scope of Contract Services under Article 9. Contractor is solely responsible for the acts and omissions of its officers, employees, Subcontractors and agents, none of whom is deemed to be an officer, agent, servant, employee of City. Neither Contractor nor its officers, employees, Subcontractors and agents will obtain any rights to retirement benefits, workers compensation benefits, or any other benefits which accrue to City employees, and Contractor expressly waives any claim it may have or acquire to those benefits.

### **17.02 Parties In Interest**

Nothing in this Agreement, whether express or implied, is intended to confer any rights on anyone other than the Parties and their representatives, successors and permitted Assigns. There are no third party beneficiaries to this Agreement.

### **17.03 Binding On Successors**

The provisions of this Agreement will inure to the benefit of and be binding on the successors and permitted Assigns of the Parties. This Section does not imply that City consents to the Assignment of this Agreement.

#### **17.04 Further Assurances**

Each Party will execute and deliver any instruments and perform any acts as may be necessary or requested by the other in order to give full effect to this Agreement.

#### **17.05 Actions of City In Its Governmental Capacity**

Nothing in this Agreement can be interpreted as limiting the rights and obligations of City in its governmental or regulatory capacity. However, the Parties intend that City designation of any Approved Facility is an exercise of City contractual rights and not a governmental or regulatory action.

#### **17.06 Parties' Representatives**

##### **a. City Representative**

(1) **Named.** City Representative is the Director of the Sustainability and Resilience Department unless City names someone else by Notice to Contractor. City Representative is authorized to act on behalf of City in the administration of this Agreement, unless another individual is specifically named.

(2) **Delegation.** By authorizing the execution of this Agreement, City delegates to City Representative the authority to exercise City rights, remedies and options under this Agreement and administer this Agreement (including the right to accept or reject Contractor's submissions to City), *except* with respect to:

1. Extending the Term,
2. Suspending or terminating the Agreement,
3. Approving or disapproving Assignment of this Agreement,
4. Exercising any delegation of authority contrary to Law.

##### **b. Contractor Representative**

Contractor Representative is the individual whom Contractor names in Exhibit 29. City may assume that Contractor has authorized Contractor Representative to act on behalf of Contractor under this Agreement. Contractor Representative must have at least five years' experience providing Discarded Material Collection services.

#### **17.07 Due Diligence**

Contractor acknowledges both of the following:

1. That City may be subject to statutory fines for failure to achieve mandated Diversion levels, and
2. That Discarded Materials management is a public health and safety concern.

Contractor agrees that it will exercise due diligence in providing Contract Services.

#### **17.08 No Use of City Name**

Contractor will not do business as or use a corporate, partnership, venture or other formal name containing the words "City of Santa Barbara or implying municipal

Ownership. However, upon City request, Contractor will use City name in any of the public relations materials.

## **ARTICLE 18 ASSIGNMENT AND AMENDMENTS**

### **18.01 Assignment**

#### **b. Contractor Assignment**

(1) **Contractor Acknowledgments.** Contractor acknowledges that Contract Services are franchise services that may not be assigned without the express authorization of the Santa Barbara City Council.

(2) **City Consent and Assignment Compensation.** Consequently, Contractor will not Assign this Agreement, or any rights or duties under it, in whole or part, whether voluntarily or involuntarily, without City prior consent exercised in City sole discretion. Any Assignment or attempted Assignment of this Agreement or any rights and duties under it, made without City consent, is null and void at City option. City shall not unreasonably withhold approval of the Contractor's request for Assignment.

If City consents, Contractor will pay City an Assignment compensation equal to 3% of the revenues it will receive during the remaining term of the Agreement, as estimated by City using the previous twelve months of Contractor revenue. However, Contractor is not obligated to pay City this compensation if all of the following occur:

1. The City consents to the Assignment, and
2. The Assignment is to an Affiliate.

(3) **Contractor Demonstration.** Without obligating the City to give consent to the proposed Assignment, Contractor at a minimum will demonstrate both of the following to City satisfaction:

1. The proposed assignee has the same or stronger qualifications described in Contractor's preceding acknowledgements.
2. The proposed assignee has the expertise and financial resources necessary to satisfy obligations and provide high quality Contract Services.

(4) **Payment of City Costs.** Contractor acknowledges both of the following:

1. City is concerned that Assignment of this Agreement could result in

significant increases in Contractor's Compensation, decline in quality of Contract Service (especially during transition to new key personnel and management) and threat to public health and safety.

2. City might incur significant but presently unknown expenses to investigate whether transfer of this Agreement is in the best interest of public health and safety. Therefore Contractor will pay City the following expenses.

**(i) Assignment Application Fee and Transfer Deposit.** Contractor must make any request for City consent to a Assignment in the manner prescribed by City. Contractor will pay City a non-reimbursable application fee of \$75,000 plus a refundable Assignment Deposit before City consideration of Contractor's request. City will return to Contractor any Assignment Deposit paid in excess of the Assignment Costs City incurs.

**(ii) Additional Assignment Costs.** In the course of City considering Contractor's request for Assignment, Contractor will further pay City its additional Assignment Costs in excess of the Assignment Deposit within thirty (30) Days of City request therefor, whether or not City consents to the Assignment. At Contractor's request, City will provide Contractor access to all Records evidencing the Assignment Costs incurred.

**(iii) City Reimbursement Costs of Enforcement.** In addition, within thirty (30) Days of City request Contractor will pay City Reimbursement Costs for fees and investigation costs that City deems necessary to enjoy the Assignment or to otherwise enforce this provision.

**(5)** Contractor must remain secondarily liable after the assignee for meeting obligations.

**(6)** The assignee must assume all of Contractor's obligations (including obligations precedent).

## **18.02 Changes and Amendments to Agreement**

### **a. Changes by Parties' Representatives**

**(1) Changes to Contractor Representative.** The City Representative and Contractor Representative may make or accept changes to Contractor Representative and, with respect to the City Representative, changing the Person who is the City Representative.

**(2) Immaterial Changes.** Either or both of the following changes in the Agreement are effective upon mutual consent of City Representative and Contractor,

1. Changes in obligations that do not result in a change in Contractor's Compensation, and
2. Immaterial changes in Contract Services (such as changing the date that a report is due).

**b. Amendments by City Council and Contractor**

The Parties may make both of the following changes in this Agreement after the Contract Date, effective only upon execution of a written amendment to this Agreement, including warranties by the Parties under Article 2 and Exhibits 2 and 3:

1. Changes in obligations that result in an adjustment to Contractor's Compensation, and
2. Material changes in obligations (such as City remedies for breach of this Agreement or the definition of "Events of Default").

## **ARTICLE 19 NOTICES, CONSENTS, APPROVALS, ETC.**

### **19.01 Notices, etc.**

Parties must give Notices at the following addresses:

1. To Contractor: At address in Exhibit 29.
2. To City: At the City Representative's office address in Exhibit 30.

Parties may give Notices only by any of the following means:

1. Email or facsimile followed as soon as possible (but no more than two Days) by personal or mailed delivery,
2. personal delivery to Contractor Representative or City Representative being notified,
3. deposit in the United States mail first class postage prepaid (certified mail, return receipt requested), or
4. Commercial delivery service providing delivery verification.

Notice by City to Contractor of a missed pick-up or other Customer problem or complaint may be given to Contractor orally by telephone to Contractor Representative or other Contractor personnel responsible for taking complaints from City or the public. Parties may change their address upon Notice to the other Party.

### **19.02 Exercise of Options**

Except as otherwise provided elsewhere in this Agreement, Parties' exercise of any approval, disapproval, option, discretion, satisfaction, determination, election, consent or choice under this Agreement is deemed reasonable, *unless* this Agreement specifically provides otherwise, including in each respective Party's "independent", "sole", "exclusive" or "absolute" "control", "judgment", or "discretion".

### **19.03 Writing**

All of the following with respect to exercise of explicit rights or obligations under this Agreement must be in writing *unless* oral communication is explicitly allowed:

1. Requests, demands, orders, directions,
2. Acceptances, consents, approvals, agreements,
3. Waivers,
4. Exercise of options or rights, selections,
5. Proposals,
6. Reports, and
7. Acknowledgments, certifications, representations and warranties.

Explicit reference to “written” or “writing” with respect to any one communication does not imply that other communications without explicit reference to writing may be oral.

## **ARTICLE 20 EXECUTION OF AGREEMENT**

### **20.01 Signing Multiple Copies**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.

### **20.02 Authority to Sign**

#### **a. City**

City warrants that it duly authorized the officers listed below to sign this Agreement on behalf of City.

#### **b. Contractor**

Contractor warrants that it duly authorized the individuals listed below to sign this Agreement on behalf of Contractor.

**CITY OF SANTA BARBARA**

**ATTEST:**  
CITY CLERK

By:   
City Clerk Services Manager

By:   
City Administrator

Date: June 6, 2023

**APPROVED AS TO FORM:**  
CITY ATTORNEY

By: Daniel S. Hentackke  
City Attorney

**CONTRACTOR** Brian Bonacello

Title: President

Date: 6/1/2023

## EXHIBIT 1 GLOSSARY

Defined Term	Definition / Section Cross-Reference
<b>AB 341</b>	Assembly Bill 341 approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.
<b>AB 876</b>	Assembly Bill 876 approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.
<b>AB 901</b>	Assembly Bill 901 approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.
<b>AB 939 or the CA IWM Act</b>	California Integrated Waste Management Act, Public Resources Code Section 40000 <i>et seq.</i>
<b>AB 1594</b>	Assembly Bill 1594 approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.
<b>AB 1826</b>	Assembly Bill 1826 approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

Defined Term	Definition / Section Cross-Reference
<b>Abandoned Waste</b>	<p>Solid Waste left on public property above litter size. May be reported for pickup by public or City staff. Does not cover an area greater than 20' radius. May require raking or sweeping and bagging for disposal. May include electronic waste. May not include hazardous materials.</p> <p>Solid Waste (other than scattered litter such as paper, plastic bags, and food packaging), comprised of:</p> <ol style="list-style-type: none"> <li>1. Boxes, bags, or bundles, and</li> <li>2. Bulky Waste.</li> </ol>
<b>Acceptable Recyclable Materials</b>	Recyclable Materials which are specified and mutually agreed to by Contractor and City to be included in the Source Separated Program. As of the Contractor Date, the list of Acceptable Recyclable Materials is set forth in Exhibit 20.
<b>Adopted Rates</b>	Rates for Contractor Billed Services as approved by the City and with initial amounts shown in Exhibit 27.
<b>Affiliates</b>	<p>All businesses (including corporations, limited and general partnerships, and sole proprietorships) which are directly or indirectly related to Contractor by virtue of direct or indirect Ownership interests or common management, including any or all of the following:</p> <ul style="list-style-type: none"> <li>• <b>Subsidiaries:</b> a business in which Contractor owns a direct or indirect Ownership interest,</li> <li>• <b>Parents:</b> a business which has a direct or indirect Ownership interest in Contractor, and</li> <li>• <b>Siblings:</b> a business which is also owned, controlled or managed by any business or individual which has a direct or indirect Ownership interest in Contractor</li> </ul>
<b>Agreement</b>	This Franchise Waste Hauler Services Agreement including all exhibits and amendments.
<b>Allocable Fault</b>	The ratio of the amount of Discarded Materials Collected by Contractor under this Agreement during the period that City failed to meet the Diversion goals, determined by City, to the total amount of Discarded Materials Collected in City.
<b>Alternative Daily Cover (ADC)</b>	Same meaning as in 27 CCR Section 20690.
<b>Alternative Facility</b>	Any Facility approved by City for use pursuant to Section A.8 of Exhibit 13.
<b>Alternative Intermediate Cover (AIC)</b>	Same meaning as in 27 CCR Section 20700.
<b>Annual Report</b>	The report including the information listed in Exhibit 12 "Annual Report", for the preceding Contract Year.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Applicable Law</b>	All Federal, State, County, and local Laws, regulations, rules, orders, judgments, decrees, Permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials that are in force on the Contract Date and as may be enacted, issued, or amended during the Term of this Agreement. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and corresponding regulations.
<b>Approved Disposal Facility</b>	Means the Disposal Facility that was selected by Contractor and approved by City as identified in Exhibit 13.
<b>Approved Facility(ies)</b>	An identified, City-Approved Facility defined in Section 40194 of the California Public Resources Code, including any or all of the following: <ol style="list-style-type: none"> <li>1. The MRF(s),</li> <li>2. The Organics Site(s),</li> <li>3. Transformation Facility, or</li> <li>4. Disposal Facility/Facilities,</li> </ol> Any other Facility or site approved under Exhibit 13, such as a Manure and Universal Waste and E-waste Processing Facility/Facilities. Approved Facilities also include Designated Facilities.
<b>Approved Facility Tonnage</b>	City's allocable portion of Discarded Material tonnage that Contractor delivers to each Approved Facility, including either of the following: <ol style="list-style-type: none"> <li>1. Tonnage that each Facility reports to Contractor, or</li> <li>2. Other tonnage agreed to between each Facility and Contractor.</li> </ol>
<b>Approved Organic Waste Processing Facility</b>	Means the Organic Waste Processing Facility that was selected by Contractor and approved by City as identified in Exhibit 13.
<b>Approved Source Separated Recyclable Materials Processing Facility</b>	Means the Source Separated Recyclable Materials Processing Facility that was selected by Contractor and approved by City as identified in Exhibit 13.
<b>Approved Transfer Facility</b>	Means the Transfer Facility that was selected by Contractor and approved by City as identified in Exhibit 13.

Defined Term	Definition / Section Cross-Reference
<b>Assignment or Assign</b>	<p>An action (or inaction) that has any of the following direct (or indirect) effects:</p> <ol style="list-style-type: none"> <li>1. <b>Control or Ownership of Contractor:</b> changing any or all of the following: <ul style="list-style-type: none"> <li>• the effective control of Contractor, or</li> <li>• Ownership interest of Contractor (including buyout, merger, acquisition, consolidation, reorganization, recapitalization, stock (re)issuance, voting trust, pooling agreement, escrow arrangement, dissolution, or liquidation (<u>except</u> to Immediate Family or a trust created primarily to benefit members of the Immediate Family) <u>unless</u> Contractor proves to satisfaction of City less than 25% of Ownership interest has changed;</li> </ul> </li> <li>2. <b>Control or Ownership of Contract Service Assets:</b> changing either or both of the following: <ul style="list-style-type: none"> <li>• the effective control, or</li> <li>• the Ownership (actual or constructive) of Contract Service Assets (<u>except</u> for sales or Assignment to the Immediate Family or a trust created primarily to benefit the Immediate Family) <u>unless</u> Contractor proves to satisfaction of City that less than 25% of the value of Contract Service Assets has changed Ownership, or</li> </ul> </li> <li>3. Resulting in someone other than Contractor performing Contract Services or assuming the obligation to provide Contract Services (including substitution of someone else by a surety company providing a performance bond, Assignment, transfer, conveyance, sublease or licensing).</li> </ol> <p>For purposes of this definition, an action (or inaction) includes Assignment by operation of Law, such as insolvency or bankruptcy, making Assignment for the benefit of creditors, writ of attachment of an execution levied against this Agreement, appointment of a receiver taking possession of any of Contractor’s tangible or intangible property, or transfer occurring in a probate or other estate proceeding.</p>

Defined Term	Definition / Section Cross-Reference
<b>Back-Haul</b>	Generating and Transporting Organic Waste and/or Recyclable Material to a destination owned and operated by the Generator using the Generator’s own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
<b>Bin(s)</b>	Metal or plastic Container with hinged lid(s) and wheels serviced by a front-end loading Collection Vehicle with a Container capacity of one (1) to four (4) cubic yards, including Bins with Compactors attached to increase the capacity of the Bin. Bins are also known as dumpsters.
<b>Blue Container</b>	Same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials. Blue Containers shall have blue bodies and blue lids.
<b>Brown Container</b>	Same meaning as in 14 CCR Section 18982(a)(5.5) and shall be used for the purpose of storage and Collection of Source Separated Food Waste.
<b>Bulky Waste</b>	<p>Residential waste scheduled for pickup by a resident of a Small Residential or Large Residential account, to be placed at the curb no more than 24 hours before the designated collection date. An instance of Bulky Waste Collection may include up to two (2) tires and five (5) items or containers; all loose materials must be securely bagged, boxed, or bundled by the customer. May include electronic waste. May not include hazardous materials.</p> <p>Discarded Material that cannot be contained within a Cart, but can be lifted by two people using a dolly, including the following:</p> <ol style="list-style-type: none"> <li>1. Furniture (such as chairs, sofas, mattresses, and rugs),</li> <li>2. Appliances (such as refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar Items,</li> <li>3. Yard wastes (such as tree branches, scrap wood, palm fronds),</li> <li>4. Clothing, and</li> <li>5. Up to two tires for automobiles or pick-up trucks, per set-out.</li> </ol> <p>“Bulky Waste” does <i>not</i> include Construction and Demolition debris.</p>
<b>Business Day</b>	Any Monday through Friday, excluding any Holidays as defined in herein.

Defined Term	Definition / Section Cross-Reference
<b>C&amp;D or Construction and Demolition Debris</b>	Any combination of Inert building materials and Discarded Material resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging; roofing material, ceramic tile, carpeting, plastic pipe, and steel. The material may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
<b>California Code of Regulations (CCR)</b>	The State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR, Division 7, Chapter 12” refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations).
<b>CA IWM Act</b>	California Integrated Waste Management Act, Public Resources Code Section 40000 <i>et seq.</i>
<b>CalRecycle</b>	California Department of Resources, Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing Solid Waste Regulations for jurisdictions and other regulated entities.
<b>Cart</b>	Plastic Container with a hinged lid and wheels serviced by automated or semi-automated Collection Vehicles and with a Container capacity of no less than twenty (20) gallons and no greater than one hundred (100) gallons.

Defined Term	Definition / Section Cross-Reference
<b>Change in Law</b>	<p>Means any or all of the following:</p> <ol style="list-style-type: none"> <li>1. The adoption, promulgation, modification, or Change in Law or in judicial or administrative interpretation of the Law occurring after the Contract Date, except with respect to the following: <ul style="list-style-type: none"> <li>• Income or business taxes,</li> <li>• Employment or payroll taxes, or</li> </ul> </li> <li>2. Any order or judgment of any Regulatory Authority issued after the Contract Date if both of the following conditions are met: <ul style="list-style-type: none"> <li>• The order or judgment is not also the result of the willful misconduct or negligent action or inaction of either of the following: <ul style="list-style-type: none"> <li>o The Party relying thereon, or</li> <li>o Anyone for whom that Party is directly responsible; and</li> </ul> </li> <li>• The Party relying on the order or judgment makes Reasonable Business Efforts to contest that order or judgment, unless the other Party excuses it from contest;</li> </ul> </li> <li>3. A Regulatory Authority imposes any new or different material conditions in connection with the issuance, renewal, or modification of any permit after the Contract Date; or</li> <li>4. A Regulatory Authority does either or both of the following after the Contract Date: <ul style="list-style-type: none"> <li>• Fails to issue or renew permit,</li> <li>• Suspends, interrupts or terminates any permit and the Regulatory Authority's actions is not also the result of the willful misconduct or negligent action or inaction of either or both of the following: <ul style="list-style-type: none"> <li>• The Party relying thereon, or</li> <li>• Anyone for whom that Party is directly responsible.</li> </ul> </li> </ul> </li> </ol>
<b>City Council</b>	City Council of City of Santa Barbara.
<b>Collect, Collection</b> or other form	The act of taking physical possession of Discarded Materials at Small Residential, Large Residential, or Commercial Premises within the City and from City facilities, and Transporting the Discarded Materials to an Approved Facility for Processing, Transfer, or Disposal.
<b>Commercial Business (Commercial)</b>	A firm, partnership, proprietorship, joint- stock company, corporation, or association, whether for-profit or nonprofit, strip mall, or industrial Facility, or as otherwise defined in 14 CCR Section 18982(a)(6), with the exception that LGR is excluded from the definition of Commercial Business for the purposes of this Agreement.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Compactor</b>	A receptacle for discard and storage of Discarded Material pending Collection, containing a ram that pushes and compresses waste into a Container or bale.
<b>Compostable Plastic</b>	Plastic material that meets the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984. 1(a)(1)(A) or 18984. 2(a)(1)(C).
<b>Container(s)</b>	A receptacle for temporary storage of Discarded Materials. Containers may include Bins, Carts, Roll-Off Boxes, Compactors, Cans, bags, or other storage instruments to the extent such Containers are permitted by the City for use for Collection services provided under the Agreement.
<b>Container Acquisition Agreement</b>	An instrument establishing a security interest in the Containers or that otherwise encumbers or limits Contractor's interest in Containers, including any of the following: <ol style="list-style-type: none"> <li>1. Lease or lease-purchase agreement,</li> <li>2. Installment sales or other financing contract, or</li> <li>3. Note or other loan documentation.</li> </ol>
<b>Contract Date</b>	The commencement date specified on the cover page.
<b>Contract Service(s)</b>	All obligations under this Agreement to City and Customers in the Contract Service Area.
<b>Contract Service Area</b>	The geo-political boundary of the City.
<b>Contract Service Asset(s)</b>	All property of Contractor used directly or indirectly in performing Contract Services, including all of the following: <ol style="list-style-type: none"> <li>1. Vehicles,</li> <li>2. Containers,</li> <li>3. Software and hardware to maintain Customer subscription Records and complaint logs, and billing,</li> <li>4. Routing software and hardware, and</li> <li>5. Maintenance equipment and facilities, administrative equipment and offices and related supplies.</li> </ol>
<b>Contract Service Day</b>	Monday through Saturday, <i>except</i> Holidays, and Sunday for those Customers that meet the requirements for Premium Sunday Service outlined in Section 4.06.
<b>Contract Term</b>	The period beginning on the date written on the cover of this Agreement and ending on the earlier of the expiration or termination of this Agreement.
<b>Contract Year</b>	July 1 – June 30.
<b>Contractor</b>	The signatory named and signing the execution page of this Agreement, and anyone that is successor to Contractor's rights or obligations under this Agreement, Including anyone to whom Contractor Assigns this Agreement.
<b>Contractor Billed Accounts</b>	Customers directly billed by Contractor, namely Regularly Scheduled Roll-Off/Compactor Service Customers and Special Service Customers charged Approved Rates.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Contractor Contact Information</b>	Means all of the following: <ol style="list-style-type: none"> <li>1. Contractor office and office hours,</li> <li>2. Contractor's toll-free phone number and phone hours, and</li> <li>3. Contractor's web site and email address.</li> </ol>
<b>Contractor Manager(s)</b>	Means the following: <ol style="list-style-type: none"> <li>1. Contractor,</li> <li>2. Contractor Representative,</li> <li>3. Contractor officers and Directors,</li> <li>4. The officers and Directors of any direct or indirect parent corporation of Contractor, and</li> <li>5. Anyone in a Position of Influence relating to Contractor's obligations and interests per this Agreement</li> </ol>
<b>Contractor Representative</b>	The Person named by Contractor under Section 17.06.b and Exhibit 29.
<b>Conviction</b>	Means any or all of the following: <ol style="list-style-type: none"> <li>1. A criminal Conviction,</li> <li>2. A permanent mandatory or prohibitory injunction, or</li> <li>3. A final judgment or order from a Regulatory Authority of competent jurisdiction with respect to any Criminal Conduct.</li> </ol>
<b>City</b>	City of Santa Barbara, California, a charter city, or any successor governmental entity that has been delegated waste management obligations of City after the Contract Date, including any joint exercise of powers authority or other similar public entity with which City participates or contracts with, established to provide Discarded Material management services or meet Diversion requirements under Law.
<b>City Billed Accounts</b>	All SMR, LGR and Commercial Customers.
<b>City's Billing Records</b>	The City's records of Customer services and services levels in the City's utility billing system.
<b>City Code</b>	City Municipal Code.
<b>City Insureds</b>	Includes the following individuals or entities related to the City: <ol style="list-style-type: none"> <li>1. City</li> <li>2. Officers, officials,</li> <li>3. Employees,</li> <li>4. Agents,</li> <li>5. Assigns, and</li> <li>6. Volunteers</li> </ol>
<b>City RDRS Tonnage</b>	City's Discarded Material tonnage that the RDRS report attributes to City.
<b>City Reimbursement Costs</b>	City's Direct Costs plus 35%.
<b>City Representative</b>	The Person named by City under Section 17.06.a(1).

Defined Term	Definition / Section Cross-Reference
<b>CPI Index</b>	The Consumer Price Index, Garbage and Trash Collection in U.S. City Average, Series ID CUSR0000SEHG02, compiled and published by the U.S. Department of Labor / Bureau of Labor Statistics. If this index is discontinued, City and Contractor shall meet and confer to agree on a replacement index.
<b>Criminal Conduct</b>	<p>Means any or all of the following:</p> <ol style="list-style-type: none"> <li>1. Fraud or criminal offense (other than offenses constituting infractions) in connection with obtaining, attempting to obtain, procuring or performing a public or private agreement related to Recyclables, Green Waste or Solid Waste services of any kind (including Collection, hauling, Transfer, Processing, Composting or Disposal), including this Agreement,</li> <li>2. Bribery or attempting to bribe a public officer or employee of a local, State, or federal agency by Contractor or by any Contractor Manager in that Contractor Manager's official capacity,</li> <li>3. Embezzlement, extortion, racketeering, false claims, false statements, forgery, falsification or destruction of Records, obstruction of justice, knowingly receiving stolen property, theft, or misprision (failure to disclose) of a felony,</li> <li>4. Unlawful Disposal of Hazardous or Special Waste, the occurrence of which Contractor or any of its Contractor Managers knew or should have known,</li> <li>5. Violation of antitrust Laws, including Laws relating to price-fixing, bid-rigging and sales and market allocation, or</li> <li>6. Violation of unfair and anti-competitive trade practice Laws, including the inflation of waste Collection, hauling or Disposal fees.</li> </ol>
<b>Customer</b>	The Person who receives the Contractor's Collection services and to whom the City submits its billing invoice to and Collects payment from for Collection services provided to a Premise. The Customer may be either the occupant, owner, or property manager of the Premises, as allowed under the City Code.
<b>Customer Collection Day</b>	The Day on which a Customer is scheduled to receive regular Collection.
<b>Damages</b>	The amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 15.01.
<b>Day</b>	Calendar Day

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Department</b>	The City's Sustainability and Resilience Department.
<b>Designated Disposal Facility</b>	Means the Disposal Facility that the City is directing the Contractor to use as identified in Exhibit 13.
<b>Designated Facilities</b>	Means any one of or any combination of the: Designated Disposal Facility; Designated High Diversion Organic Waste Processing Facility; Designated Source Separated Recyclable Materials Processing Facility; and, Designated Transfer Facility.
<b>Designated High Diversion Organic Waste Processing Facility</b>	Means the High Diversion Organic Waste Processing Facility that the City is directing the Contractor to use as identified in Exhibit 13.
<b>Designated Source Separated Recyclable Materials Processing Facility</b>	Means the Designated Source Separated Recyclable Materials Processing Facility that the City is directing the Contractor to use as identified in Exhibit 13.
<b>Designated Transfer Facility</b>	Means the Designated Transfer Facility that the City is directing the Contractor to use as identified in Exhibit 13.
<b>Direct Costs</b>	Means the sum of the following: <ol style="list-style-type: none"> <li>1. Payroll costs directly related to the performance, or management or supervision of any obligation under this Agreement, including compensation and fringe benefits, such as vacation, sick leave, Holidays, retirement, workers compensation insurance, federal and State unemployment taxes; and medical and health insurance benefits, plus</li> <li>2. The costs of materials, services, direct rental costs and supplies, plus</li> <li>3. Travel and subsistence costs, plus</li> <li>4. The reasonable costs of any payments to consultants or (sub)contractors necessary to and in connection with performance under this Agreement, plus</li> <li>5. Any other cost or expense which is directly or normally associated with the task performed, which Direct Costs are substantiated to satisfaction of the other Party.</li> </ol>
<b>Director</b>	Director of the Department of Sustainability and Resilience or any employee of the Department to whom the Director has delegated responsibility for administration of this Agreement.
<b>Discarded Materials</b>	Recyclable Materials, Organic Materials, Solid Waste, and Bulky Waste, placed by a Generator in a receptacle and/or at a location for the purposes of Collection by Contractor, excluding Excluded Waste.

Defined Term	Definition / Section Cross-Reference
<b>Disposal or Dispose</b>	The final disposition of any Solid Waste Collected by the Contractor (or if applicable, Residue from Contractor's Processing activities) at a permitted Landfill or other permitted Solid Waste Facility.
<b>Diversion or Divert</b>	Means "Diversion" defined in Section 40124 of the California Public Resources Code that entitles City to credit under Section 41780 of the California Public Resources Code. Diversion includes activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.
<b>Edible Food</b>	Food intended for direct human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code.
<b>Electronic Waste (E-waste)</b>	<p>Waste that is powered by batteries or electricity (<i>such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders, and calculators</i>), including CEDs (a covered electronic device as defined in California Public Resources Code Section 42463) <i>such as the following:</i></p> <ol style="list-style-type: none"> <li>1. <i>Cathode ray tube (CRT) device (including television and computer monitor),</i></li> <li>2. <i>LCD desktop monitor, laptop computer with LCD display, LCD television,</i></li> <li>3. <i>Plasma television,</i></li> <li>4. <i>Any other covered electronic devices listed in the regulations adopted by the California Department of Toxic Substances Control pursuant to California Health and Safety Code Section 25214.10.1(b)</i></li> </ol>

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Excluded Waste</b>	Hazardous Substance, Hazardous Waste, Infectious Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, designated waste as defined in Section 13173 of the California Water Code, and toxic substances or material that Approved Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a Violation of local, State, or Federal Law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Small Residential or Large Residential Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded Waste does not include household batteries and Universal Wastes, when such materials are defined as allowable materials for Collection through this Agreement and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by City or Contractor as set forth in this Agreement.
<b>Facility(ies)</b>	Any plant, site, or operation used for the purpose of handling Discarded Materials, including, but not limited to, Disposal, Transfer, Recycling, composting, and Processing facilities or operations.
<b>Food Recovery</b>	Actions to Collect and distribute food for direct human consumption which otherwise would be Disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
<b>Food Recovery Service</b>	A Person or entity that Collects and Transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26).
<b>Foodscraps</b>	All food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells that are spoiled, left over, or otherwise set aside for purposes of later disposal. Foodscraps excludes fats, oils, and grease when such materials are Source Separated from other Foodscraps.

Defined Term	Definition / Section Cross-Reference
<b>Food-Soiled Paper</b>	Compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.
<b>Food Waste</b>	Source Separated Foodscraps, Food-Soiled Paper, and Compostable Plastics. Food Waste is a subset of SSGCOW. Edible Food separated for Food Recovery shall not be considered Food Waste.
<b>Franchise Fee</b>	The Franchise Fee established by Resolution of the City Council.
<b>Generator</b>	Any Person whose act first causes Discarded Materials to become subject to regulation.
<b>Gray Container</b>	Has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Mixed Waste. Gray Containers shall have gray or black bodies and gray or black lids.
<b>Green Container</b>	Has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of SSGCOW. Green Containers shall have green bodies and green lids.
<b>Green Waste</b>	Organic Waste: <ol style="list-style-type: none"> <li>1. That is accepted at the Organic Site(s), and</li> <li>2. That can fit inside the Container.</li> </ol> As of the Contract Date, examples of "Green Waste" <i>include</i> grass, leaves, flowers, ivy and other plants; branches and tree trimmings; and bedding straw, but <i>exclude</i> palm fronds, pampas grass, food, animal waste, and plastic bags or any other type of plastic.
<b>Gross Revenues</b>	Total billings collected by Contractor for those accounts that are direct billed by Contractor.
<b>Hauler Route</b>	The designated itinerary or sequence of stops for each segment of the City's Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

<p><b>Hazardous Waste or Hazardous Substance</b></p>	<ol style="list-style-type: none"> <li>1. A material which by reason of its quality, concentration, composition or physical, chemical or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious illness or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, Transported or Disposed of or otherwise mismanaged, and</li> <li>2. Any waste that is regulated as a Hazardous Waste, toxic waste, hazardous chemical substance or mixture, or asbestos under Law, including: <ul style="list-style-type: none"> <li>• State Law: <ul style="list-style-type: none"> <li>o “Hazardous Waste” defined in Section 40141 of the California Public Resources Code,</li> <li>o materials regulated under Chapter 7.6 (commencing with Section 25800) of Division 20 of the California Health and Safety Code (CA H&amp;SC),</li> <li>o all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste under Sections 25110.02, 25115, and 25117 of the CA H&amp;SC (the California Hazardous Waste Control Act),</li> <li>o Section 25100 et seq. of the CA H&amp;SC, and</li> <li>o 23 California Code of Regulations Sections 2521 and 2522,</li> </ul> </li> <li>• RCRA: materials regulated under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., (including the Solid Waste Disposal Act Amendments of 1980), and related federal, State and local Laws and regulations,</li> <li>• Toxic Substances: <ul style="list-style-type: none"> <li>o materials regulated under the Toxic Substance Control Act, 15 U.S.C. Section 2601 et seq.</li> <li>o California Toxic Substances Account Act, CA H&amp;SC 25300 et seq.,</li> </ul> </li> <li>• CERCLA: materials regulated under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq.,</li> <li>• Materials regulated under any future additional or substitute Laws pertaining to the identification, Transportation, treatment, storage or Disposal of toxic substances or Hazardous Waste, and</li> <li>• Household Hazardous Waste.</li> </ul> </li> </ol> <p>If two or more governmental agencies having concurrent or overlapping jurisdiction over Hazardous Waste adopt conflicting</p>
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Defined Term	Definition / Section Cross-Reference
	definitions of "Hazardous Waste", for purposes of Collection, Transportation, Processing and/or Disposal, the more stringent definition is employed under this Agreement.
<b>High Diversion Organic Waste Processing Facility</b>	As defined in 14 CCR Section 18982(a)(33), a Facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content recovery rate of 50 percent (50%) between January 1, 2022 and December 31, 2024, and 75 percent (75%) after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the Mixed Waste.
<b>Holidays</b>	The following are designated as legal holidays for purposes of this Agreement. Contractor is not required to provide collection service or maintain office hours on these designated holidays: <ol style="list-style-type: none"> <li>1. New Year's Day,</li> <li>2. Memorial Day,</li> <li>3. Independence Day,</li> <li>4. Labor Day,</li> <li>5. Thanksgiving Day</li> <li>6. Christmas.</li> </ol>
<b>Holiday Trees</b>	Trees stripped of tinsel, flocking, and artificial ornamentation.
<b>Household Hazardous Waste</b>	Any Hazardous Waste generated incidental to owning or maintaining a place of residence, excluding any Hazardous Waste generated in the course of operation of a business concern at a residence, under Section 25218.1 of the California Health and Safety Code. Household Hazardous Waste is any product labeled toxic, poisonous, corrosive, flammable, combustible, or irritant that is disposed.
<b>Immediate Family</b>	Parents, grandparents, siblings, children, and grandchildren of individuals having a shareholder or other equity interest in Contractor as of the Contract Date.
<b>Incompatible Materials</b>	Human-made Inert material, including, but not limited to, glass, metal, plastic, and also includes Organic Waste for which the receiving end-user, Facility, operation, property, or activity is not designed, permitted, or authorized to perform Organic Waste recovery activities as defined in 14 CCR Section 18983.1(b), or as otherwise defined by 14 CCR Section 17402(a)(7.5).
<b>Indemnification</b>	Any Contractor Obligation to indemnify, release and hold harmless, and defend City.
<b>Key Personnel</b>	Individuals identified in Section 5.06 and Exhibit 16.
<b>Landfill</b>	A "Solid Waste Landfill" defined by Public Resources Code Section 40195.1.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Large Event</b>	An event that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per Day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.
<b>Large Residential (LGR) Customers</b>	Used with respect to dwellings other than Small Residential (SMR) Customers, including any or all of the following: <ol style="list-style-type: none"> <li>1. Having more than four units (such as LGR, apartment, and condominium residences, and mobile home parks, but <i>not</i> hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses),</li> <li>2. Each with separate cooking and bathing facilities, or shared cooking and bathing facilities in the case of dormitories, and</li> <li>3. Located in the Contract Service Area</li> </ol> LGR are also known as Large Residential.
<b>Large Venue</b>	A permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per Day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common Ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.
<b>Law</b>	Any or all of the following enacted, adopted, promulgated, issued, ruled, ordered, determined or otherwise made by any Regulatory Authority with respect to Contract Services or the Parties' obligations under this Agreement: <ol style="list-style-type: none"> <li>1. Laws, statutes,</li> <li>2. Rules, regulations,</li> <li>3. Guidelines,</li> <li>4. Permits,</li> <li>5. Actions, determinations, judgments, orders, or other requirements.</li> </ol>

Defined Term	Definition / Section Cross-Reference
<b>Liabilities</b>	Includes: <ol style="list-style-type: none"> <li>1. lawsuits, claims, complaints, cause of actions and other demands,</li> <li>2. citations, fine and other penalties,</li> <li>3. investigations (such as costs of audits) related to another type of liability (such as a fine),</li> <li>4. judgments, liens, cleanup orders, and damages in contract or tort, including the following: <ul style="list-style-type: none"> <li>• personal injury or death, and</li> <li>• property damage,</li> </ul> </li> <li>5. losses, injuries, costs and expenses (including all costs and expenses of litigation, mediation or arbitration), such as any or all of the following fees and court costs: <ul style="list-style-type: none"> <li>• attorneys' fees, whether City Counsel or Contractor's staff attorneys or outside attorneys,</li> <li>• accountants' fees, whether City Finance Director or outside accounts,</li> <li>• appraisers' fees, and</li> <li>• expert witness fees, and</li> <li>• other detriments of every nature and description whatsoever, whether under State of California or federal Law.</li> </ul> </li> </ol>
<b>Manure</b>	Material comprised of animal dung or excrement, including straw or other bedding material.
<b>Material Delivery Agreement (MDA)</b>	The City's Material Delivery Agreement with the County of Santa Barbara.
<b>Mixed Waste</b>	Mixed Waste Organic Collection Stream and Solid Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility.
<b>Mixed Waste Organic Collection Stream</b>	Organic Waste Collected in a Container that is required by 14 CCR Sections 18984.1, 18984.2, or 18984.3 to be Transported to a High Diversion Organic Waste Processing Facility, or as otherwise defined in 14 CCR Section 17402(a)(11.5).
<b>Monthly Report(s)</b>	The report including the information listed in Exhibit 11 "Monthly Reports", for the preceding calendar month.
<b>MRF(s)</b>	The materials recovery Facility/Facilities approved by City for either or both sorting and Processing Recyclables (whether Source Separated or commingled).
<b>Natural Gas Index</b>	The Natural Gas Citygate Price in California (Dollars per Thousand Cubic Feet), source key N3050CA3 accessible online at <a href="https://www.eia.gov/dnav/ng/hist/n3050ca3m.htm">https://www.eia.gov/dnav/ng/hist/n3050ca3m.htm</a>
<b>Neighborhood Collection Services</b>	The services described in Section 4.07.
<b>Non-Collection Notice</b>	The Notice prescribed in Section 4.12 and in Exhibit 10.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Non-Compostable Paper</b>	Paper that is coated in a plastic material that will not break down in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).
<b>Non-Organic Recyclables</b>	Non-Putrescible and non-hazardous Recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43). Non-Organic Recyclables are a subset of Source Separated Recyclable Materials.
<b>Notice</b> (or Notify)  <b>“Due Notice”</b>	Notice in form required under Section 18.01 (or to give Notice in that form) Notice given under Section 19.01
<b>On-Premises Service</b>	Collection of Containers from a Customers’ Premises rather than from the curb.
<b>Organic Materials</b>	Green Waste and Food Waste, individually or collectively. No Discarded Material shall be considered to be Organic Materials, however, unless it is separated from Recyclable Materials and Solid Waste. Organic Materials are a subset of Organic Waste.
<b>Organic Waste</b>	Materials originated from living organisms and their metabolic waste products including, but not limited to, food, Yard Trimmings, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, Manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.
<b>Organics Site(s)</b>	The site or Facility approved by City for Processing Organic Waste.
<b>Ownership</b>	The state or fact of being the direct (or indirect), actual (or constructive) owner of property, including a parent holding corporation owning stock of a subsidiary corporation that in turn owns stock in its own subsidiary corporation(s).
<b>Palm Fronds</b>	Material dropped by palm trees, typically during storm events, that are not owned by the City or collected by Parks. Residents will be encouraged to dispose of their palm fronds using regular trash service or scheduled Bulky Waste pickups. For instances of materials that are not managed by customer, City staff may request a collection by Contractor. A collection will include material on up to 50 linear feet of public property.
<b>Paper Products</b>	Include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).
<b>Parent Company</b>	A company that has a controlling interest in another company, enabling the Parent Company to control management and operations of the Affiliate or Subsidiary company.

Defined Term	Definition / Section Cross-Reference
<b>Party or Parties</b>	“Party” means City or Contractor, and “Parties” means City and Contractor.
<b>Permits</b>	Any or all Permits, orders, licenses, approvals, authorizations, consents and entitlements that are required under Law with respect to Contractor administration and operations, and Contract Service.
<b>Person</b>	Any of the following: <ol style="list-style-type: none"> <li>1. Individual,</li> <li>2. Firm, association, organization,</li> <li>3. Partnership, corporation, joint venture,</li> <li>4. Trust,</li> <li>5. The United States,</li> <li>6. The State,</li> <li>7. The City, a municipality or special purpose district, or</li> <li>8. Other entity/entities</li> </ol>
<b>Pleas</b>	Means either or both of the following, <ol style="list-style-type: none"> <li>1. Pleading “guilty”, or</li> <li>2. Entering a plea of “nolo contendere” or “no contest”</li> </ol> to either or both of the following Criminal Conduct: <ol style="list-style-type: none"> <li>1. Within City, or</li> <li>2. Relating to this Agreement.</li> </ol>
<b>Position of Influence</b>	The authority or responsibility to directly or indirectly administer, manage, direct, supervise, monitor or oversee Contract Services or this Agreement, including any or all of the following of Contractor: <ol style="list-style-type: none"> <li>1. Reviewing or negotiating Contractor’s contracts (including this Agreement),</li> <li>2. Providing in-house legal services with respect to Contract Services or this Agreement,</li> <li>3. Preparing or overseeing Contractor’s operating and capital budget, or</li> <li>4. Establishing policies and procedures related to the Criminal Conduct.</li> </ol>
<b>Premises</b>	A tract of land with or without habitable buildings or appurtenant structures.
<b>Process, Processed, or Processing</b>	The controlled separation, recovery, volume reduction, conversion, or Recycling of Discarded Materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of Vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Prohibited Container Contaminants</b>	Means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as Acceptable Recyclable Materials for the City’s Collection program; (ii) Discarded Materials placed in the Organic Materials Container that are not identified as Acceptable Organic Materials for the City’s Collection program; (iii) Discarded Materials placed in the Gray Container that are Acceptable Recyclable Materials and/or Organic Materials to be placed in the City’s Recyclable Materials or Organic Materials Containers or otherwise managed under the City’s Collection program; and, (iv) Excluded Waste placed in any Container.
<b>Property Owner</b>	The owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).
<b>Public Resources Code (PRC)</b>	California Public Resources Code.
<b>Putrescible Waste</b>	Wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).
<b>Qualifying Customer</b>	Any Residential Customer meeting the following criteria: <ol style="list-style-type: none"> <li>1. Has handicapped status recognized by the California Department of Motor Vehicle, or</li> <li>2. Provides letter from physician attesting to disability, and</li> <li>3. Provides written representation that neither he/she nor anyone else residing in the serviced Premises is functionally able to roll Carts to the curb.</li> <li>4. Is 80 years old or older and provides written representation that neither he/she nor anyone else residing in the serviced Premises is functionally able to roll Carts to the curb.</li> </ol>
<b>Reasonable Business Efforts</b>	Efforts a reasonably prudent business Person would expend under the same or similar circumstances, exercising business judgment and intending in good faith to take steps calculated to satisfy its obligations.
<b>Records</b>	The items enumerated in Exhibit 22.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Recyclables or Recyclable Material</b>	<p>Source Separated materials that are intended for Recycling and/or capable of being Recycled. "Recyclable Materials" include but are not limited to Acceptable Recyclable Materials. The types of Acceptable Recyclable Materials and the process for modifying the accepted types of Recyclable Materials are specified in Exhibit 20.</p> <p>No Discarded Materials shall be considered Recyclable Materials unless such material is separated from Organic Materials, and Solid Waste.</p>
<b>Recyclable Paper</b>	<p>Recyclable Paper includes, but is not limited to, Paper Products, Printing and Writing Paper, and other Organic Waste that Generators place in the Recyclable Materials Container for the purposes of Collection, Transport, and Recycling by Contractor and that exclude Excluded Waste. Recyclable Paper is a subset of Organic Waste and of Recyclable Materials.</p>
<b>Recycle/Recycling</b>	<p>The process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of 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. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.</p>
<b>Refuse</b>	<p>Solid Waste comprised of rubbish, trash, and garbage.</p>
<b>Regularly Scheduled Roll-Off/Compactor Service</b>	<p>Roll-Off and/or Compactor Collection Services provided by Contractor that are direct billed to Customer by Contractor and for which Adopted Rates are listed in Exhibit 27.</p>

Defined Term	Definition / Section Cross-Reference
<b>Regulatory Authority</b>	<p>Any federal, State or local governmental unit (whether a separate entity or a department or division of the federal, State or any local government) that does any or all of the following:</p> <ol style="list-style-type: none"> <li>1. Promulgates Law</li> <li>2. Regulates Contract Services or operations of Contractor, or</li> <li>3. Enforces Law applicable to Contract Services or operations of Contractor, including: <ul style="list-style-type: none"> <li>• CA DOT, CA DMV and other units that regulate transportation or enforce transportation Laws,</li> <li>• CalRecycle, AQMD, water City Council and other units that regulate operations or enforce environmental Laws,</li> <li>• EDD, U.S. Immigration and Naturalization Services, federal and State departments of labor and other units that regulates employment or enforces labor Laws,</li> <li>• IRS, CA Franchise Tax City Council, SEC, federal and State Departments of Justice, and other unites that regulate taxation or financial affairs of Contractor,</li> <li>• City (or City Sustainability and Resilience Department or other department), and</li> <li>• the Local Enforcement Agency in the City.</li> </ul> </li> </ol>
<b>Remnant Organic Waste</b>	<p>The Organic Waste that is Collected in a Gray Container that is part of the Gray Container Collection stream, or as otherwise defined in 14 CCR 17402(a)(23.5).</p>
<b>Renewable Natural Gas (RNG)</b>	<p>Gas derived from Organic Waste that has been Diverted from a Landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).</p>
<b>Residential</b>	<p>Used with respect to either or both of the following:</p> <ol style="list-style-type: none"> <li>1. "Small Residential" residences, and</li> <li>2. "Large Residential" residences.</li> </ol> <p>(See conversely, "Commercial")</p>
<b>Residential Container (Bin, Cart or Can)</b>	<p>Container for discard of Solid Waste at Residential Premises (Refuse, Recyclables, Green Waste).</p>
<b>Residential Customer</b>	<p>Anyone subscribing to Contract Services at a Residential premise.</p>

Defined Term	Definition / Section Cross-Reference
<b>Residual (or Residue)</b>	Solid Waste destined for Disposal, further Transfer/Processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials as defined in 14 CCR Section 17402.5(b)(1).
<b>Reusable Items</b>	Items that are capable of being Reused after minimal Processing. Reusable Items may be Collected Source Separated or recovered through a Processing Facility. Reusable Items may include, but are not limited to, clothing, furniture, and/or sporting equipment.
<b>Reuse</b>	The use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).
<b>Roll-Off Box</b>	An open- or closed-top metal Container, roll-top Container, or closed Compactor Container serviced by a roll-off truck and with a Container capacity of 10 to 50 cubic yards. Roll-Off Boxes are also known as drop boxes or debris boxes.
<b>Salvageable Material (or Salvaged Material)</b>	An object or material that results from salvaging, where salvaging means the controlled separation of Solid Waste material which do not require further Processing for Reuse or Recycling prior to Transfer activities, or as otherwise defined in 14 CCR Section 17402(a)(24).
<b>SB 1383</b>	Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.
<b>SB 1383 Regulations</b>	The Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.
<b>Self-Hauler (or Self-Haul)</b>	A Person who hauls Solid Waste, Organic Materials, or recovered material they have generated to another Person, or as otherwise defined in 14 CCR Section 18982(a)(66). Self-Hauler also includes a Person who Back-Hauls waste and landscapers.
<b>Service Level</b>	"Service Level" refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Service Type</b>	"Service Type" refers to the types of service offerings (see Service Level) offered to Customers pursuant to this Agreement and as those Service Types are included in the City's utility billing system.
<b>Set-Out Site</b>	The location of the Container to be placed on Customer Collection Day, at either of the following locations: <ol style="list-style-type: none"> <li>1. At the curb of a Residential Premises, or</li> <li>2. If no curb, edge of Residential Premises abutting street, or</li> <li>3. For Rollout Services, at the spot agreed upon between Customer and Contractor and noted in the Customer subscription Records.</li> </ol>
<b>Sharps</b>	Any item having corners, edges, or projections capable of cutting or piercing the skin to deliver injections or for medical purposes, including the following: <ol style="list-style-type: none"> <li>1. Needles (hypodermic, pen or intravenous),</li> <li>2. Needles with syringes,</li> <li>3. Needles with attached tubing, and</li> <li>4. Lancets.</li> </ol>
<b>Special Services</b>	Special Collection Services provided by Contractor that are direct billed to Customer by Contractor and for which Adopted Rates are listed in Exhibit 27.
<b>Small Residential (SMR) Customers</b>	Of, from, or pertaining to any residential premises with fewer than five dwelling units.
<b>Solid Waste</b>	Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2, §40191 and regulations promulgated hereunder. Solid Waste includes materials that Generators place in the Solid Waste Container for the purposes of Collection and Transport to the Disposal Facility by Contractor. Excluded from the definition of Solid Waste are Excluded Waste, Source Separated Recyclable Materials, Source Separated Organic Materials, and radioactive waste. Solid Waste includes Salvageable Materials only when such materials are included for Collection in a Solid Waste Container not Source Separated from Solid Waste at the site of generation.

Defined Term	Definition / Section Cross-Reference
<b>Source Separated</b>	Materials, including commingled Recyclable Materials and Organic Materials, that have been separated or kept separate from the Refuse stream, at the point of generation, for the purpose of additional sorting or Processing of those materials for Recycling, composting, or Reuse in order to return them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Mixed Waste and other Solid Waste for the purposes of Collection and Processing.
<b>Source Separated Green Container Organic Waste (SSGCOW)</b>	Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator, excluding Recyclable Paper, carpets, Non-Compostable Paper, and textiles. SSGCOW is a subset of Organic Waste.
<b>Source Separated Recyclable Materials</b>	Source Separated Non-Organic Recyclables and Recyclable Paper. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in Exhibit 20.
<b>Special Waste</b>	<ol style="list-style-type: none"> <li>1. "Universal Waste", and</li> <li>2. "E-waste"</li> </ol>
<b>State</b>	State of California
<b>Subcontractor</b>	Any Person, firm, or entity hired by Contractor to carry out any of Contractor's duties under this Agreement.
<b>Termination Events</b>	Events listed in Section 15.01a.
<b>Tier One Commercial Edible Food Generators</b>	<p>A Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:</p> <ol style="list-style-type: none"> <li>A. Supermarket.</li> <li>B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.</li> <li>C. Food Service Provider.</li> <li>D. Food Distributor.</li> <li>E. Wholesale Food Vendor.</li> </ol>

<b>Defined Term</b>	<b>Definition / Section Cross-Reference</b>
<b>Tier Two Commercial Edible Food Generators</b>	<p>A Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:</p> <ul style="list-style-type: none"> <li>A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.</li> <li>B. Hotel with an on-site food facility and 200 or more rooms.</li> <li>C. Health facility with an on-site food facility and 100 or more beds.</li> <li>D. Large Venue.</li> <li>E. Large Event.</li> <li>F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.</li> <li>G. A local education agency with an on-site food facility.</li> </ul> <p>If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.</p>
<b>Transfer</b>	<p>The act of Transferring Discarded Materials Collected by Contractor from Contractor’s Collection Vehicles into larger Vehicles at a Transfer Facility for Transport to other Facilities for Processing or Disposing of such materials. Transfer allows for removal of materials excluded or prohibited from handling at the Transfer Facility (e.g., removal of Hazardous Waste).</p>
<b>Transformation</b>	<p>Transformation defined in 40201 PRC, that qualifies for Diversion.</p>
<b>Transition Plan</b>	<p>Plan described in Section 4.03 and Exhibit 4.</p>
<b>Transportation or Transport</b>	<p>The act of conveying Collected materials from one location to another.</p>
<b>Uncontrollable Circumstances</b>	<p>Any or all of the following events:</p> <ul style="list-style-type: none"> <li>1. Riots, war, or emergency affecting the Country declared by the President of the United States, Congress of the United States, the State of California, or the City Council;</li> <li>2. Sabotage, civil disturbance, insurrection, explosion;</li> <li>3. Natural disasters such as floods, earthquakes, landslides and fires that are not reasonably anticipated weather conditions in the City;</li> </ul>

Defined Term	Definition / Section Cross-Reference
<b>Universal Waste</b>	Materials that the California Department of Toxic Substances Control considers Universal Waste, including materials listed in 22 CCR 66261.9, such as the following: <ol style="list-style-type: none"> <li>1. Batteries</li> <li>2. Aerosol cans</li> <li>3. Certain mercury-containing devices</li> <li>4. Thermostats, lamps, cathode ray tubes,</li> <li>5. Computers, calculators,</li> <li>6. Telephones, answering machines,</li> <li>7. Radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, and</li> <li>8. Some appliances</li> </ol>
<b>Vehicles</b>	All trucks (including trucks providing Refuse, Recyclables, Organic Waste, Bulky Waste and litter pickup, as well as field supervisors' and administrators' Vehicles), rolling stock and other Vehicles used to provide Contract Services (including Collection as well as repair and maintenance), whether owned or leased by Contractor.
<b>Violation</b>	Any written Notice, assessment or determination of non-compliance with Law from any Regulatory Authority to Contractor, whether or not a fine or penalty is included, assessed, levied or attached.
<b>Year</b>	A calendar Year of January 1 through December 31, <i>unless</i> a Contract Year is explicitly specified.

## EXHIBIT 2

# CONTRACTOR REPRESENTATIONS AND WARRANTIES

Contractor represents and warrants as follows:

1. **Status.** Contractor is a corporation duly organized, validly existing and in good standing under the Laws of the State and is qualified to do business in the State.
2. **Authority and Authorization.** Contractor has full legal right, power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. This Agreement has been duly executed and delivered by Contractor and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor under its terms.
3. **No conflicts.** As of the Contract Date, neither the execution or delivery by Contractor of this Agreement, the performance by Contractor of its Service obligations, nor the fulfillment by Contractor of the terms and conditions of this Agreement:
  - conflicts with, violates or results in a breach of any Law,
  - conflicts with, violates or results in a breach of any term or condition of any judgment, order or decree of any court, administrative agency or other governmental authority, or any agreement or instrument to which Contractor or any of its Affiliates is a Party or by which Contractor or any of its Affiliates' properties or assets are bound, or constitutes a default there under, or
  - will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
4. **No approvals required.** As of the Contract Date, no approval, authorization, license, permit, order or consent of, or declaration, registration or filing with any governmental or administrative authority, commission, City Council, agency or instrumentality is required for the valid execution and delivery of this Agreement by Contractor, except as have been duly obtained from its Board of Directors.
5. **No litigation.** To the best of Contractor knowledge, as of the Contract Date there is no action, suit, proceeding or investigation, at Law or in equity, before or by any court or governmental authority, commission, City Council, agency or instrumentality pending or, threatened by or against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate, would materially adversely affect the performance by Contractor of its Contractor Obligation or in connection with the transactions contemplated by this Agreement, or which, in any way, would adversely affect the validity or enforceability of this Agreement or any other agreement or instrument entered into by Contractor in connection with the transactions contemplated by this Agreement.
6. **Due Diligence.** Contractor has made an independent investigation, examination and research satisfactory to it of the conditions and circumstances surrounding the Agreement and best and proper method of providing Contract Services (including the types of Contract Services) and labor, equipment and materials for

the volume of Contract Services to be provided. Contractor agrees that it will make no claim against City based on any good faith estimates, statements or interpretations made by any officer, employee or agent of City which proves to be in any respect erroneous.

7. **Compliance with Law.** Contractor fully complied with all Law, including without limitation Law relating to conflicts of interest, in the course of procuring this Agreement.
8. **Truth and Accuracy of Application.** As of the date Contractor submitted to the City its proposal to provide Contract Services, the information provided by Contractor in its proposal, was true and accurate, without material omissions.
9. **Truth and Accuracy of Proposal Information.** The information that Contractor submitted to City in its proposal to provide Contract Services is true and accurate. Contractor will inform City of any change in that information within one (1) week of discovering any untruth or inaccuracy.
10. **No Prior Agreements.** Neither Contractor nor any of its Affiliates has previously been a Party to an agreement with City, that has either expired without Contractor earning an available extension, or been terminated by City.

## **EXHIBIT 3**

### **CITY REPRESENTATIONS AND WARRANTIES**

1. **Status.** City is a political subdivision of the State, duly organized and validly existing under the Constitution and Laws of the State.
2. **Authority and Authorization.** City has full legal right, power and authority to execute, deliver, and perform its obligation under this Agreement. This Agreement has been duly executed and delivered by City and constitutes a legal, valid and binding obligation of City enforceable against City under its terms.
3. **No Warranty Regarding Waste Characterization.** City makes no warranties with respect to the waste characterization within City including any waste Disposal characterization study or projections by material type with respect to waste in City. City expressly disclaims any warranties, either express or implied, as to the merchantability or fitness for any particular purpose of Discarded Materials Collected by Contractor.

## **EXHIBIT 4**

### **CONTRACTOR TRANSITION PLAN**

Contractor will identify specified tasks and dates in its attached roll-out plan, including the following:

1. Timeline showing the commencement, duration, and completion date of transition, including the following:
  - developing the procedure for Residential and Commercial Customers to select Container size(s) and service frequency,
  - contacting Customers to determine subscription levels and consequent number and type of Containers,
  - public education and outreach activities, including holding public workshop on date chosen by City to explain new programs and display new Carts,
  - submitting form of Container orders to City for acceptance (including labeling),
  - ordering Containers from manufacturer(s).
  - ordering trucks,
  - Container delivery and assembly,
  - delivery of trucks,
  - hiring and training personnel,
  - training Customer service personnel,
  - developing and implementing Customer service and billing database,
  - submitting route sheets to City for acceptance,
  - training drivers on routes,
  - submitting Customer Orientation Packet to City for acceptance,
  - delivering Containers and Customer Orientation Packets to Customers,
  - Collecting and Recycling Customers' old Containers, at their request;
2. Identifying problems that might arise during transition, together with proposals to prevent those problems and responses to solve them;
3. Detailing public education strategies to inform Customers of all Contract Services, and explain how to secure and use those services;
4. Describing how Contractor will use Reasonable Business Efforts to hire qualified people who provided Discarded Materials Collection services in the Contract Service area prior to the Contract Date, if Contractor cannot provide Contract Services using its existing employees as of the Contract Date.

MarBorg Industries intends to begin service under a new franchise agreement with the City of Santa Barbara on July 1, 2023. Because MarBorg is already the City's franchise hauler, there will be no abrupt transition at the time when the new contract is adopted. During the first two years of the new agreement, service will remain unchanged and City residents and businesses will continue to receive the same level of service that they have received for years.

Two years into the new agreement, MarBorg will transition all of the City of Santa

Barbara to curbside cart service, and several areas of the City to automated curbside service. This will require five distinct parts: employee training; acquiring and delivering new containers; acquiring new vehicles; educating customers; and transitioning charges in the City's billing system. A discussion of potential problems will follow.

### **Employee training**

MarBorg Industries will not require additional employees to fulfill this service contract with the City of Santa Barbara. In preparation for this transition, however, many MarBorg employees will require additional training and information. Drivers who will be assigned to automated collection routes will be trained to drive automated collection vehicles beginning in May 2025. Customer service representatives (CSRs) will be trained to identify which customers are in automated service areas and which are in curbside service areas, and which information applies to each set of customers. CSRs will also be trained to explain the new optional backyard charges and container exchange procedures described here.

### **Acquiring and delivering new containers**

Prior to July 2025, all cans in the City of Santa Barbara will be replaced with carts. In January of 2025, MarBorg will evaluate the number of cans in service in the City of Santa Barbara and will determine the quantity of carts of each type (both by size and by color) will be needed to replace them. MarBorg will submit container and label specifications for City approval. Upon receipt of approval, MarBorg will then place an order for enough new carts to replace all current cans as well as to accommodate service level changes. All trash carts ordered will be grey to meet future SB 1383 requirements. Green and blue carts will be ordered for green waste and recycling, respectively. There are currently no food waste cans in service.

In March, MarBorg will coordinate with the City of Santa Barbara to inform customers about can exchange procedures and scheduling. At this time, customers will be invited to request service level changes, and will be informed of the new curbside requirements and additional charges for ongoing backyard service. Beginning in April, MarBorg will collect all cans in service in the City and will replace them with the equivalent size of carts. MarBorg will direct customers to leave their cans at the curb after they have been serviced. MarBorg cart delivery vehicles will follow behind route collection vehicles, and will collect cans and replace them with carts. This will ensure that customers will always have containers to use for waste disposal.

These container exchanges will take place throughout April, May, and June of 2025. By July 2025, there will be no cans used for service in the City of Santa Barbara.

### **Acquiring new vehicles**

In order to begin automated service in July 2025, MarBorg will require a quantity of automated side-loader collection vehicles sufficient to provide this service. MarBorg will replace one third of the vehicles currently used in the City of Santa Barbara with these automated side-loader vehicles. Orders for new vehicles will be placed in sufficient time to accept delivery by June 2025.

All other vehicles operating in the City will be replaced over the following three years, by July 2028. This will result in all new vehicles operating in the City within the first five years of the new agreement.

Upon receipt of all new vehicles, MarBorg will paint and label each vehicle, and will install all additional required hardware, such as on-board computers and camera systems. All vehicles will be fully tested before being put into use.

### **Educating customers**

MarBorg will coordinate with the City regarding all customer communications. In March 2023, customers will be informed about can-to-cart exchanges. Customers will also be informed about proper container placement, which will be specific to their particular service type of automated or curbside, depending on their location within the City. Customers will have the opportunity to elect to continue with backyard service, for an additional fee.

In addition to mass information distribution, MarBorg will also work with the City to prepare container tags with which to label non-compliant containers. This will allow MarBorg drivers to tag containers that are not properly placed for service, and will remind customers of the placement requirements for their service type. MarBorg will require two different types of tags, for automated and curbside service. Each driver will only be given the type of tags relevant to that driver's route type, thereby avoiding the dissemination of the wrong information.

### **Transitioning charges in the City's billing system**

In addition to the standard rate change that occurs each July 1, 2025 will also require additional backyard charges to be added to select customer accounts. From April through June 2025, MarBorg will work with customers to establish and confirm which customers want to keep backyard service for an additional charge. MarBorg will then convey this information to the City, either by updating City accounts directly or by providing a list to the City. MarBorg will coordinate with the City to ensure that all customers are properly charged for backyard service, and that drivers are aware of which customers will be paying for this service.

Because these charges will not be implemented until July, any backyard cart service that is provided prior to that time will be provided at no charge. This will allow sufficient time for service requests to be implemented, for customers to receive answers to all their questions and concerns, and for drivers to become familiar with the specific circumstances of their routes. Customers will not be charged for backyard service until automated or curbside service has been fully implemented.

### **Potential problems**

MarBorg Industries recently completed a transition of this nature in the County of Santa Barbara, and thus has recent experience to draw upon when anticipating problems. During this recent transition, there were two main problems that arose: inclement weather difficulties, and customer dissatisfaction.

Container exchanges in the County had been planned for January 2023 when the South Coast was hit with an exceptional amount of rainfall that resulted in localized flooding in several areas. As a result, MarBorg had to adjust container exchange schedules to avoid areas that were impassible. This cart exchange for the City of Santa Barbara is scheduled for the Spring, which is typically after the rainy season but before the fire season. Thus, weather is not expected to interfere with exchange schedules. However, should any such interference occur, MarBorg will work with the City to revise exchange schedules and notify customers of any changes.

Additionally, MarBorg received many phone calls regarding the County's transition to curbside service. Most of these calls were from customers who were unhappy with the decision to eliminate free backyard service, and the number of these calls was much higher than MarBorg anticipated. To prepare for this transition in the City, MarBorg will coordinate with the City to establish consistent language and messaging for CSRs to use when talking to customers who may object to these changes. CSRs will be provided with a script of talking points, as well as clear direction on when to escalate these calls to a supervisor.

Should any other unforeseen problems arise throughout this transition, MarBorg will work with the City to devise solutions and strategies to best overcome these obstacles.

Throughout this transition, MarBorg will provide the City of Santa Barbara with status updates for any of the above areas as requested. MarBorg is amenable to revising the timeline or procedures indicated here, provided that there is sufficient time to implement these changes.

***Contractor may change this plan if City accepts the changes.***

# EXHIBIT 5 APPLICATION FOR ON-PREMISES SERVICE: QUALIFYING CUSTOMER

Example shown. Contractor may change this application form if City accepts the changes.

## Application for Backyard Cart Collection Fee Wavier

The solid waste collection system for most of Santa Barbara County requires customers to place their containers at the curb on collection day. Customers who want their hauler to collect their carts from the backyard pay an extra charge. This extra fee will be waived for those who are physically disabled or otherwise unable to bring their carts to the curb. **Please note that the entire household must meet this criteria.** In order to apply for a backyard service fee waiver, please complete the following two part form and return according to the contact information at the bottom of this page. You will be notified as to the status of your request within one week of its submittal. **This release will expire 2 years from date received.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

### I. Please attach acceptable evidence of disability such as the following:

- A. Demonstration of handicapped status by the California Department of Motor Vehicles.
- B. An award letter for disability payments from the Social Security Administration.
- C. Certification from the Veteran's Administration of classification as disabled.
- D. Documentation showing customer is over 80+ years of age.
- E. Physician's Certification on physician's letterhead.

### II. Please verify the following:

*I certify that there is no one else living at my premises who is physically capable of moving my solid waste carts to the curb for collection. I understand that county staff may conduct a site visit in order to confirm this statement.*

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

.....



Return completed form by mail, fax, or email

to: MarBorg Industries

P.O. Box 4127

Santa Barbara, CA 93140

Fax: 805-962-0552

Email: [custservice@marborg.com](mailto:custservice@marborg.com)

## **EXHIBIT 6**

# **NEIGHBORHOOD COLLECTION SERVICES SCHEDULING & REPORTING REQUIREMENTS**

Contractor shall receive incoming reports for pickups via the Neighborhood Collection Services program via:

- Contractor's main line during business hours
- Contractor's after hours messaging
- Emails /calls from designated City Staff
- Any new automated reporting system the City adopts, including Customer Relationship Manager
- Contractor will work with the City to streamline report intake for abandoned waste and bulky item pickup scheduling; for instance, embedding City CRM application/form for reporting on the Contractor website; additional licensing fees to utilize these services will be covered by the City
- Contractor will integrate City CRM into reporting and scheduling process for any enhanced pickups
- Contractor will track all incoming abandoned waste and bulky item pickups and record their date received, date picked up, material types, address, the way in which the material was handled as per Neighborhood Collection Services sections 4.07.1.4 and 4.07.2.4, and any other customer information
- Data collection, process, and reporting will be designated by the City Representative and may change at any time; changes will be communicated to Contractor's Representative and implemented within a month.

Contractor call center will handle all incoming calls from the public to schedule a bulky item pickup or abandoned waste pickups:

- Abandoned waste reports received anytime Friday, Saturday, and Sunday will be picked up by Tuesday at the end of Day. Reports received anytime Mon-Thur will be picked up the following day.
- Thursday's reports which should be picked up on Friday, if Friday holiday materials will be picked up Monday. Weekend reports for Monday pickup, if Monday holiday, pickup will happen Tuesday.
- Mondays are prioritized abandoned waste pickup days. Minimal bulky item pickups will be scheduled on Monday to allow all trucks to focus on weekend abandoned waste cleanup and roving for other post-weekend dumping
- Bulky item pickups will be picked up within a maximum of 5 business days after receiving the bulky item request from resident
- Bulky item pickups may be scheduled for all City addresses, including-individual apartments, regardless of a customer account existing

Pickup scheduling will always be prioritized by drivers in the following manner

1. Reported Abandoned Waste pickups
2. Bulky Item/electronic waste pickups
3. Roving Abandoned Waste pickups

After truck routes have exhausted their abandoned waste pickups and bulky item pickups for the day, trucks will then become roving trucks to further remove unreported abandoned waste from City streets; roving truck routes will be based on priority areas identified by City.

Contractor's Contract Manager/analyst should be in weekly contact with City Contract Lead to understand which areas are priority for roving Truck routes; if no priority area has been given to Contractor at any time they will contact City Lead for direction.

Contractor shall provide City Representative with regular reports of neighborhood collection services service statistics and route productivity, including but not limited to the number of daily collections conducted per route day, the tons collected per route day, amounts that were recovered via recycling or reuse, amounts that were disposed, and the average number of days it takes to respond to City or Customer requests for service.

## **EXHIBIT 7 CITY FACILITIES**

City may amend this list following Notice to Contractor.

### **CITY FACILITIES**

<b>Facility Name</b>	<b>Address</b>
Airport - QTA	25 David Love Place
Airport - Maintenance Yard	1699 Firestone
Airport - Building 312	1501 Cook Place
Airport Administration	601 Firestone Road
Airport - Building 226	6190 Botello Road
Airport	500 Fowler Street
Airport - Offices	45 Hartley Place
Airport - Terminal	Fairview Road
City Hall	735 Anacapa Street
Fire Station #3	415 E Sola Street
Fire Station #1	121 W Carrillo Street
Fire Station #7	2411 Stanwood Drive
Fire Station #4	19 N Ontare Road
Fire Station #5	2505 Modoc Road
Fire Station #2	819 Cacique Street
Fire Station #8 - Airport	40 Hartley Place
Fire Training Facility	30 S Olive Street
Fire Station #6	1802 Cliff Drive
Municipal Golf Course	3333 McCaw Ave
Municipal Golf Course	3500 McCaw Ave
Central Library	40 E Anapamu Street
Eastside Library	1102 E Montecito Street
Spencer Adams Lawn Bowl	1212 De la Vina Street
Sheffield Reservoir Open Space	500 Mountain Drive
Pershing Park	131 Castillo Street
Louise Lowry Davis Center	1232 De la Vina Street
Franklin Community Center	1136 E Montecito Street
Haley Street youth Center	701 E Haley Street
Westside Community Center	423 W Victoria Street
Chase Palm Park Rec Center	236 E. Cabrillo Blvd.
Cabrillo Bathhouse	1118 E Cabrillo Blvd
Cabrillo Arts Center	1118 E Cabrillo Blvd
Carrillo Recreation Center Gym	100 E Carrillo Street
Chase Palm Park Center	234 E Cabrillo Blvd

East Beach Bathrooms	1118 Cabrillo Blvd
Eastside Flood Gate Pump House	234/236 E Cabrillo Blvd
Franceshci Restrooms	1510 Mission Ridge Road
Harding Recreation Center	1607 Gillespe Street
Hilda Ray Park Restrooms	1424 Kenwood Drive
Hilda Ray Park Caretaker's House	1424 Kenwood Drive
Ledbetter Beach Restrooms	801 Shoreline Drive
Lower Westside Community Center	621 Coronel Street
Municipal Tennis Courts	1414 Park Place
Parks Administration	402 E Ortega Street
Parma Well Site	2100 Stanwood Drive
Primo Boxing Club	701 E Haley
Rancheria Gardens	317 Rancheria Street
Recreation Administration	620 Laguna Street
Shoreline Park "lower" restrooms	Shoreline and La Marina
Shoreline Park "upper" restrooms	Shoreline and La Marina
Skofield Caretaker's House	1819 Las Canoas
Casa Las Palmas	321 E Cabrillo Blvd
Welcome House	632 E Ortega Street
Dwight Murphy Ball Field	501 Ninos Drive
Police Station	215 E Figueroa Street
Animal Control	219 E Micheltorena
PAL Building	1235 Chapala Street
Public Works/Community Development	630 Garden Street Ortega Ent
Cater Water	525 E Yanonali Street
DTP Offices	1115 Anacapa Street
Granada Parking Garage	1221 Anacapa Street
City Hall	735 Anacapa Street
Public Works Facilities and Shops	616 Laguna Street
El Estero Treatment Plant	520 E Yanonail Street
Public Works Corporate Yard	619 Garden St
Braemar Lift Station	Cliff and Alan Road
Central Stores (Public Works Yard)	635 Laguna Street
Cota Communter Lot	119 E Cota Street
Crews Quarters (Streets and Water)	625 Laguna Street
Gibraltar Dam	13 miles NE of SB
Hope Reservoir	Centenella Lane
Mackenzie Water Tank/Records Storage	1 Las Positas Road
Mackenzie Park Adult Club House	3111 State Street
Labor Line	401 E Yanonali Street
Mackenzie Park Lawn Bowl	1 Las Positas Road
Mackenzie Well Site	1 Las Positas Road
Mackenzie Youth Activies	3101 State Street

Motor Pool	625 Laguna Street
Public Works Annex Yard	401 E Yanonali Street
Public Works Engineering Annex Yard	310 E Ortega Street
Railroad Depot	209 State Street
San Roque Well Site	169 Canon Drive
Skofield Pump Station	Across from 2114 Mt. Calvery
Surveyor's Building	232 E Ortega Street
Traffic Paint Shop	612 Laguna Street
Tunnel Road Reservoir	1501 Tunnel Road
Vic Trace Reservoir	802 Dolores
Cater Treatment Plant	1150 San Roque Road
Los Banos Pool	401 Shoreline Drive
Stearns Wharf	219 Sterns Wharf F
Stearns Wharf	211 Sterns Wharf
Sealanding	301 W Cabrillo Blvd
Waterfront Facilities Yard	712 Cacique Street
Administration	117 Harbor Way C
Waterfront Parking Office	307 W Cabrillo Blvd
City Attorney's Office	740 State Street 201

## CITY PARKS

Alice Keck Park	1500 Santa Barbara Street
Alameda Park	1400 Santa Barbara
Ambassador Park	100 W Cabrillo Blvd
Andree Clark Bird Refuge	Los Patos Way
Arroyo Burro Open Space	End of Alan Road
Bohnett Park	1268 San Pascual Street
Bath Street Pocket Park	635 Bath Street
Cabrillo Ball Park	800 E Cabrillo Blv
Chase Palm Park	323 E Cabrillo Blvd
De La Guerra Plaza	720 De la Guerra Place
Douglas Family Preserve	2551 Medcliffe Drive
Dwigh Murphy Field	444 Por La Mar
Eastside Park	1258 E Yanonali Street
Escondido Park	1306 Flora Vista Drive
Franceschi Park	1510 Mission Ridge Road
Hale Park	840 Camino Veijo
Hidden Valley Park	893 Calle de los Amigos
Honda Valley Park	696 Miramonte Drive
La Mesa Park	295 Meigs Road

Laurel Canyon Road	End of Laurel Canyon Road
Leadbetter Beach Park	Shoreline and Loma Alta
Las Postias Tennis Courts	1002 Las Positas Road
Los Robles Park	4010 Via Diego
Mackenzie Park	3055 Las Positas
Mackenzie Park - Upper Lawn Bowls	3055 Las Positas
Mesa Lane Steps	End of Mesa Lane
Mission Rose Garden	418 Plaza Rubio
Moreton Bay Fig Tree	128 W Montecito Street
Municipal Tennis Courts	1414 Park Place
Oak Park	630 W Junipero
Orpet Park	821 Moreno
Ortega Park	640 Salsipuedes
Palermo Open Space	1098 Palermo Drive
Parma Park	1960 Stanwood Drive
Parque De Los Ninos	520 Wentworth Ave
Pilgrim Terrace	649 Pilgrim Terrace Drive
Pershing Park	100 Castillo Street
Plaza Del Mar	23 Castillo Street
Plaza Vera Cruz	130 E Cota Street
San Roque Park	425 Canon Drive
Skater's Point	108 E Cabrillo Blvd
Sheffield Reservoir Open Space	530 Mountain Drive
Shoreline Park	Shoreline Drive
Skofield Park	1819 Las Canoas Road
Spencer Adams Lawn Bowls	1216 De la Vina Street
Stevens Park	258 Canon Drive
Sunflower Park	1124 Mason Street
Sylvan Park	1248 Dover Road
Thousand Steps	1 Santa Cruz Blvd
Willowglen Park	600 Willowglen Road

## EXHIBIT 8 PUBLIC CONTAINERS

City may amend this list following Notice to Contractor.

Number	Street Address	Division	Description	Serial Number
1	21 Anapamu	Streets	N/A	1
2	1 East Anapamu	Streets	N/A	2
3	1150 State Street	Streets	N/A	3
4	1150 State Street	Streets	N/A	4
5	1110 State Street	Streets	N/A	5
6	1200 State Street	Streets	N/A	6
7	1112 STATE ST	Streets	N/A	7
8	1100 STATE ST	Streets	N/A	8
9	1106 State Street	Streets	N/A	9
10	1036 State Street	Streets	N/A	10
11	1036 State Street	Streets	N/A	11
12	1020 State Street	Streets	N/A	12
13	1020 State Street	Streets	N/A	13
14	1014 State Street	Streets	N/A	14
15	1014 State Street	Streets	N/A	15
16	1000 State Street	Streets	N/A	16
17	1000 State Street	Streets	N/A	17
18	936 State Street	Streets	N/A	18
19	936 State Street	Streets	N/A	19
20	928 State Street	Streets	N/A	20
21	928 State Street	Streets	N/A	21
22	920 State Street	Streets	N/A	22
23	920 State Street	Streets	N/A	23
24	916 State Street	Streets	N/A	24
25	916 State Street	Streets	N/A	25
26	990 State Street	Streets	N/A	26
27	900 State Street	Streets	N/A	27
28	901 State Street	Streets	N/A	28
29	901 State Street	Streets	N/A	29
30	913 State Street	Streets	N/A	30
31	913 State Street	Streets	N/A	31
32	929 State Street	Streets	N/A	32
33	929 State Street	Streets	N/A	33
34	929 STATE ST	Streets	N/A	34

Number	Street Address	Division	Description	Serial Number
35	935 State Street	Streets	N/A	35
36	1001 State Street	Streets	N/A	36
37	935 State Street	Streets	N/A	37
38	1001 State Street	Streets	N/A	38
39	1011 State Street	Streets	N/A	39
40	1011 State Street	Streets	N/A	40
41	1021 State Street	Streets	N/A	41
42	1027 State Street	Streets	N/A	42
43	1021 State Street	Streets	N/A	43
44	1027 State Street	Streets	N/A	44
45	1035 State Street	Streets	N/A	45
46	1035 State Street	Streets	N/A	46
47	630 Garden	Streets	N/A	47
48	1101 STATE ST	Streets	N/A	48
49	1101 State Street	Streets	N/A	49
50	1117 State Street	Streets	N/A	50
51	1115 State Street	Streets	N/A	51
52	1117 State Street	Streets	N/A	52
53	1137 State Street	Streets	N/A	53
54	1201 State Street	Streets	N/A	54
55	1137 State Street	Streets	N/A	55
56	7 E ANAPAMU	Streets	N/A	56
57	405 State Street	Streets	N/A	57
58	405 State Street	Streets	N/A	58
59	416 STATE ST	Streets	N/A	59
60	416 State St	Streets	N/A	60
61	403 State St	Streets	N/A	61
62	403 State St	Streets	N/A	62
63	419 State Street	Streets	N/A	63
64	419 State Street	Streets	N/A	64
65	425 State St	Streets	N/A	65
66	425 State Street	Streets	N/A	66
67	439 State Street	Streets	N/A	67
68	439 State Street	Streets	N/A	68
69	501 State Street	Streets	N/A	69
70	501 State Street	Streets	N/A	70
71	511 State Street	Streets	N/A	71
72	511 State Street	Streets	N/A	72
73	515 State Street	Streets	N/A	73
74	515 State Street	Streets	N/A	74

Number	Street Address	Division	Description	Serial Number
75	539 State Street	Streets	N/A	75
76	539 State Street	Streets	N/A	76
77	601 State Street	Streets	N/A	77
78	601 State Street	Streets	N/A	78
79	609 State Street	Streets	N/A	79
80	609 State Street	Streets	N/A	80
81	619 State Street	Streets	N/A	81
82	619 State Street	Streets	N/A	82
83	627 State Street	Streets	N/A	83
84	627 State Street	Streets	N/A	84
85	633 State Street	Streets	N/A	85
86	633 State Street	Streets	N/A	86
87	701 State Street	Streets	N/A	87
88	701 State Street	Streets	N/A	88
89	715 State Street	Streets	N/A	89
90	715 State Street	Streets	N/A	90
91	723 State Street	Streets	N/A	91
92	723 State Street	Streets	N/A	92
93	727 State Street	Streets	N/A	93
94	735 State Street	Streets	N/A	94
95	807 State Street	Streets	N/A	95
96	807 State Street	Streets	N/A	96
97	811 State Street	Streets	N/A	97
98	811 State Street	Streets	N/A	98
99	819 State Street	Streets	N/A	99
100	819 State Street	Streets	N/A	100
101	833 State Street	Streets	N/A	101
102	833 State Street	Streets	N/A	102
103	834 State Street	Streets	N/A	103
104	834 State Street	Streets	N/A	104
105	814 State Street	Streets	N/A	105
106	814 State Street	Streets	N/A	106
107	808 State Street	Streets	N/A	107
108	808 State Street	Streets	N/A	108
109	800 State Street	Streets	N/A	109
110	800 State Street	Streets	N/A	110
111	742 State Street	Streets	N/A	111
112	776 State Street	Streets	N/A	112
113	736 State Street	Streets	N/A	113
114	736 State Street	Streets	N/A	114

Number	Street Address	Division	Description	Serial Number
115	730 State Street	Streets	N/A	115
116	730 State Street	Streets	N/A	116
117	722 State Street	Streets	N/A	117
118	722 State Street	Streets	N/A	118
119	716 State Street	Streets	N/A	119
120	716 State Street	Streets	N/A	120
121	708 State Street	Streets	N/A	121
122	708 State Street	Streets	N/A	122
123	700 State Street	Streets	N/A	123
124	700 State Street	Streets	N/A	124
125	634 State Street	Streets	N/A	125
126	634 State Street	Streets	N/A	126
127	630 State Street	Streets	N/A	127
128	630 State Street	Streets	N/A	128
129	624 State Street	Streets	N/A	129
130	624 State Street	Streets	N/A	130
131	616 State Street	Streets	N/A	131
132	616 State Street	Streets	N/A	132
133	610 State Street	Streets	N/A	133
134	610 State Street	Streets	N/A	134
135	536 State Street	Streets	N/A	135
136	536 State Street	Streets	N/A	136
137	528 State Street	Streets	N/A	137
138	528 State Street	Streets	N/A	138
139	516 State Street	Streets	N/A	139
140	516 State Street	Streets	N/A	140
141	514 State Street	Streets	N/A	141
142	514 State Street	Streets	N/A	142
143	504 State Street	Streets	N/A	143
144	504 State Street	Streets	N/A	144
145	436 State Street	Streets	N/A	145
146	436 State Street	Streets	N/A	146
147	424 State Street	Streets	N/A	147
148	424 State Street	Streets	N/A	148
149	416 State Street	Streets	N/A	149
150	416 State Street	Streets	N/A	150
151	400 State Street	Streets	N/A	151
152	400 State Street	Streets	N/A	152
153	31 State Street	Streets	N/A	153
154	31 State Street	Streets	N/A	154

Number	Street Address	Division	Description	Serial Number
155	100 State St	Streets	N/A	155
156	State Street	Streets	N/A	156
157	101 State Street	Streets	N/A	157
158	101 State Street	Streets	N/A	158
159	16 West Mason Street	Streets	N/A	159
160	16 West Mason Street	Streets	N/A	160
161	121 State Street	Streets	N/A	161
162	121 State Street	Streets	N/A	162
163	217 State Street	Streets	N/A	163
164	210 State Street	Streets	N/A	164
165	136 State Street	Streets	N/A	165
166	1200 State Street	Streets	N/A	166
167	1218 State Street	Streets	N/A	167
168	1218 State Street	Streets	N/A	168
169	1230 State Street	Streets	N/A	169
170	1236 State Street	Streets	N/A	170
171	1230 State Street	Streets	N/A	171
172	1236 State Street	Streets	N/A	172
173	1302 State Street	Streets	N/A	173
174	1302 State Street	Streets	N/A	174
175	1316 State Street	Streets	N/A	175
176	1330 State Street	Streets	N/A	176
177	1330 State Street	Streets	N/A	177
178	1408 State Street	Streets	N/A	178
179	1408 State Street	Streets	N/A	179
180	1436 State Street	Streets	N/A	180
181	1436 State Street	Streets	N/A	181
182	1429 State Street	Streets	N/A	182
183	1429 State Street	Streets	N/A	183
184	1415 State Street	Streets	N/A	184
185	1415 State Street	Streets	N/A	185
186	1345 State Street	Streets	N/A	186
187	1345 State Street	Streets	N/A	187
188	1316 State Street	Streets	N/A	188
189	1315 State Street	Streets	N/A	189
190	1315 State Street	Streets	N/A	190
191	1303 State Street	Streets	N/A	191
192	1303 State Street	Streets	N/A	192
193	1235 State Street	Streets	N/A	193

Number	Street Address	Division	Description	Serial Number
194	1235 State Street	Streets	N/A	194
195	1225 State Street	Streets	N/A	195
196	1225 State Street	Streets	N/A	196
197	1213 State Street	Streets	N/A	197
198	1213 State Street	Streets	N/A	198
199	1201 State Street	Streets	N/A	199
200	236 East Cabrillo	Streets	N/A	200
201	238 East Cabrillo	Streets	N/A	201
202	240 East Cabrillo	Streets	N/A	202
203	242 East Cabrillo	Streets	N/A	203
204	244 East Cabrillo	Streets	N/A	204
205	246 East Cabrillo	Streets	N/A	205
206	248 East Cabrillo	Streets	N/A	206
207	330 East Cabrillo	Streets	N/A	207
208	622 East Cabrillo	Streets	N/A	208
209	624 East Cabrillo	Streets	N/A	209
210	626 East Cabrillo	Streets	N/A	210
211	628 East Cabrillo	Streets	N/A	211
212	632 East Cabrillo	Streets	N/A	212
213	636 East Cabrillo	Streets	N/A	213
214	638 East Cabrillo	Streets	N/A	214
215	640 East Cabrillo	Streets	N/A	215
216	1098 East Cabrillo	Streets	N/A	216
217	1100 East Cabrillo	Streets	N/A	217
218	1080 East Cabrillo	Streets	N/A	218
219	1092 East Cabrillo	Streets	N/A	219
220	3905 State Street	Streets	N/A	220
221	3905 State Street	Streets	N/A	221
222	3891 State Street	Streets	N/A	222
223	3891 State Street	Streets	N/A	223
224	3891 State Street	MTD	N/A	224
225	3795 State Street	MTD	N/A	225
226	3802 State Street	MTD	N/A	226
227	3908 State Street	MTD	N/A	227
228	3908 State Street	MTD	N/A	228
229	3535 State Street	MTD	N/A	229
230	3707 State Street	Streets	N/A	230
231	82 North La Cumbre Rd	MTD	N/A	231
232	3747 State Street	MTD	N/A	232
233	3412 State Street	MTD	N/A	233

Number	Street Address	Division	Description	Serial Number
234	3304 State Street	MTD	N/A	234
235	3227 State Street	MTD	N/A	235
236	3419 State Street	MTD	N/A	236
237	2973 State Street	MTD	N/A	237
238	3101 State St	MTD	N/A	238
239	3060 State Street	MTD	N/A	239
240	3034 State Street	Streets	N/A	240
241	3034 State Street	Streets	N/A	241
242	3018 State Street	Streets	N/A	242
243	2984 State Street	MTD	N/A	243
244	2707 State Street	MTD	N/A	244
245	2228 State Street	MTD	N/A	245
246	2135 State St	MTD	N/A	246
247	1935 State Street	MTD	N/A	247
248	2003 State Street	Streets	N/A	248
249	2003 State Street	Streets	N/A	249
250	2000 State Street	Streets	N/A	250
251	2000 State St	Streets	N/A	251
252	1936 State Street	MTD	N/A	252
253	1829 State Street	MTD	N/A	253
254	1602 State Street	MTD	N/A	254
255	1533 State Street	MTD	N/A	255
256	1533 State Street	MTD	N/A	256
257	735 North Milpas	MTD	N/A	257
258	713 North Milpas	Streets	N/A	258
259	701 North Milpas	Streets	N/A	259
260	621 North Milpas	Streets	N/A	260
261	615 Milpas	Streets	N/A	261
262	609 North Milpas	Streets	N/A	262
263	523 North Milpas	MTD	N/A	263
264	515 North Milpas	Streets	N/A	264
265	429 North Milpas	Streets	N/A	265
266	415 North Milpas	Streets	N/A	266
267	401 North Milpas	MTD	N/A	267
268	331 North Milpas	Streets	N/A	268
269	319 North Milpas	Streets	N/A	269
270	101 North Milpas	Streets	N/A	270
271	29 North Milpas	MTD	N/A	271
272	19 South Milpas	MTD	N/A	272
273	102 North Milpas	MTD	N/A	273

Number	Street Address	Division	Description	Serial Number
274	134 North Milpas	Streets	N/A	274
275	216 North Milpas	Streets	N/A	275
276	220 North Milpas	MTD	N/A	276
277	236 North Milpas	Streets	N/A	277
278	302 North Milpas	Streets	N/A	278
279	314 North Milpas	Streets	N/A	279
280	314 North Milpas	Streets	N/A	280
281	402 North Milpas	Streets	N/A	281
282	418 North Milpas	Streets	N/A	282
283	436 North Milpas	Streets	N/A	283
284	500 North Milpas	Streets	N/A	284
285	508 North Milpas	MTD	N/A	285
286	526 North Milpas	Streets	N/A	286
287	600 North Milpas	Streets	N/A	287
288	622 North Milpas	Streets	N/A	288
289	700 North Milpas	MTD	N/A	289
290	730 North Milpas	Streets	N/A	290
291	800 North Milpas	MTD	N/A	291
292	836 North Milpas	Streets	N/A	292
293	836 North Milpas	Streets	N/A	293
294	835 North Milpas	Streets	N/A	294
295	833 North Milpas	MTD	N/A	295
296	803 North Milpas	Streets	N/A	296
297	1106 Coast Village Road	MTD	N/A	297
298	1150 Coast Village Road	Streets	N/A	298
299	1150 Coast Village Road	Streets	N/A	299
300	1200 Coast Village Road	MTD	N/A	300
301	1250 Coast Village Road	Streets	N/A	301
302	1256 Coast Village Road	Streets	N/A	302
303	1285 Coast Village Road	MTD	N/A	303
304	101 Coast Village Road	Streets	N/A	304
305	1253 Coast Village Road	Streets	N/A	305
306	1225 Coast Village Road	Streets	N/A	306
307	1209 Coast Village Road	Streets	N/A	307

Number	Street Address	Division	Description	Serial Number
308	1209 Coast Village Road	Streets	N/A	308
309	65 Coast Village	Streets	N/A	309
310	1145 Coast Village Road	Streets	N/A	310
311	1165 Coast Village Road	Streets	N/A	311
312	1137 Coast Village Road	Streets	N/A	312
313	1135 Coast Village Road	Streets	N/A	313
314	1105 Coast Village Road	Streets	N/A	314
315	1112 Coast Village Road	MTD	N/A	315
316	1100 Coast Village Road	MTD	N/A	316
317	1100 Coast Village Road	MTD	N/A	317
318	1100 Coast Village Road	Streets	N/A	318
319	200 South Milpas	Streets	N/A	319
320	201 South Milpas	Streets	N/A	320
321	1102 East Cabrillo	Streets	N/A	321
322	303 East Cabrillo	MTD	N/A	322
323	901 E. Cabrillo	MTD	N/A	323
324	1094 East Cabrillo	MTD	N/A	324
325	383 East Cabrillo	Parks	N/A	325
326	335 East Cabrillo	Streets	N/A	326
327	335 East Cabrillo	Streets	N/A	327
328	401 Shoreline Drive	Streets	N/A	328
329	335 East Cabrillo	Streets	N/A	329
330	335 East Cabrillo	MTD	N/A	330
331	323 East Cabrillo	Streets	N/A	331
332	305 East Cabrillo	Streets	N/A	333
333	229 East Cabrillo	Streets	N/A	334
334	231 East Cabrillo	Streets	N/A	335
335	227 East Cabrillo	Streets	N/A	336
336	211 East Cabrillo	Streets	N/A	337
337	201 East Cabrillo	Streets	N/A	338
338	32 East Cabrillo	Streets	N/A	339
339	34 East Cabrillo	Streets	N/A	340
340	36 East Cabrillo	Streets	N/A	341
341	38 East Cabrillo	Streets	N/A	342
342	40 East Cabrillo	Streets	N/A	343

Number	Street Address	Division	Description	Serial Number
343	42 East Cabrillo	Streets	N/A	344
344	42 East Cabrillo	Streets	N/A	345
345	44 East Cabrillo	Streets	N/A	346
346	44 East Cabrillo	Streets	N/A	347
347	44 East Cabrillo	Streets	N/A	348
348	10 East Cabrillo	Streets	N/A	349
349	16 E. Cabrillo	Streets	N/A	350
350	18 East Cabrillo	Streets	N/A	351
351	94 East Cabrillo	Streets	N/A	352
352	94 East Cabrillo	Streets	N/A	353
353	323 East Cabrillo	Streets	Chase Palm Park	354
354	323 East Cabrillo	Streets	Chase Palm Park	355
355	1 Garden Street	Streets	N/A	356
356	101 E. Cabrillo	MTD	N/A	357
357	10 State Street	Streets	N/A	358
358	10 State Street	Streets	N/A	359
359	29 State Street	Streets	N/A	360
360	State Street	Streets	N/A	361
361	29 State Street	Streets	N/A	362
362	29 State Street	Streets	N/A	363
363	23 State Street	Streets	N/A	364
364	62 West Cabrillo	Streets	N/A	365
365	62 West Cabrillo	Streets	N/A	366
366	212 West Cabrillo	Streets	N/A	367
367	232 West Cabrillo	Streets	N/A	368
368	383 East Cabrillo	Streets	N/A	369
369	383 East Cabrillo	Streets	N/A	370
370	381 East Cabrillo	Streets	N/A	371
371	1906 Cliff Drive	Private Property	N/A	372
372	1906 Cliff Drive	Private Property	N/A	373
373	1906 Cliff Drive	Private Property	N/A	374
374	1906 Cliff Drive	Private Property	N/A	375
375	1906 Cliff Drive	Private Property	N/A	376
376	1906 Cliff Drive	Private Property	N/A	377
377	1906 Cliff Drive	Private Property	N/A	378
378	1906 Cliff Drive	Private Property	Lot 4	379

Number	Street Address	Division	Description	Serial Number
379	1906 Cliff Drive	Private Property	N/A	380
380	1906 Cliff Drive	Private Property	N/A	381
381	21 Anapamu	Streets	N/A	382
382	1221 Anacapa	Downtown Parking	Granada Lot	383
383	1221 Anacapa	Downtown Parking	Granada Lot	384
384	1221 Anacapa	Downtown Parking	Granada Lot	385
385	1221 Anacapa	Downtown Parking	Granada Lot	386
386	1221 Anacapa	Downtown Parking	Granada Lot	387
387	1221 Anacapa	Downtown Parking	Granada Lot	388
388	1221 Anacapa	Downtown Parking	Granada Lot	389
389	1221 Anacapa	Downtown Parking	Granada Lot	390
390	1221 Anacapa	Downtown Parking	Granada Lot	391
391	1221 Anacapa	Downtown Parking	Granada Lot	392
392	1221 Anacapa	Downtown Parking	Granada Lot	393
393	1221 Anacapa	Downtown Parking	Granada Lot	394
394	1221 Anacapa	Downtown Parking	Granada Lot	395
395	1221 Anacapa	Downtown Parking	Granada Lot	396
396	1221 Anacapa	Downtown Parking	Granada Lot	397
397	1221 Anacapa	Downtown Parking	Granada Lot	398
398	1221 Anacapa	Downtown Parking	Granada Lot	399
399	1221 Anacapa	Downtown Parking	Granada Lot	400
400	40 East Anapamu	Streets	N/A	401
401	40 East Anapamu	Streets	N/A	402
402	40 East Anapamu	Streets	N/A	403
403	40 East Anapamu	Streets	N/A	404
404	40 East Anapamu	Streets	N/A	405
405	1151 Anacapa	MTD	N/A	406
406	1151 Anacapa	MTD	N/A	407
407	1115 Anacapa	MTD	N/A	408
408	40 East Anapamu	Streets	N/A	409

Number	Street Address	Division	Description	Serial Number
409	40 East Anapamu	MTD	N/A	410
410	1115 Anacapa	Streets	Lot 7	411
411	1115 Anacapa	Streets	Lot 8	412
412	40 East Anapamu	Downtown Parking	Lot 7	413
413	40 East Anapamu	Downtown Parking	Lot 7	414
414	1115 Anacapa	Downtown Parking	Lot 7	415
415	1115 Anacapa	Downtown Parking	Lot 7	416
416	1115 Anacapa	Downtown Parking	Lot 7	417
417	1115 Anacapa	Downtown Parking	Lot 7	418
418	1115 Anacapa	Downtown Parking	Lot 7	419
419	1219 Anacapa	Downtown Parking	Lot 7 Level B	420
420	1115 Anacapa	Downtown Parking	Lot 7	421
421	1115 Anacapa	Streets	Lot 7	422
422	1219 Anacapa	Downtown Parking	Lot 7 Level C	423
423	1115 Anacapa	Downtown Parking	Lot 7	424
424	1115 Anacapa	Downtown Parking	Lot 7	425
425	1115 Anacapa	Downtown Parking	Lot 7	426
426	17 Figueroa	Streets	N/A	427
427	18 Figueroa	Streets	N/A	428
428	12 East Figueroa	Downtown Parking	Lot 8	429
429	1026 State Street	Downtown Parking	Lot 8	430
430	921 Anacapa	Downtown Parking	Lot 9	431
431	921 Anacapa	Downtown Parking	Lot 9	432
432	921 Anacapa	Downtown Parking	Lot 9	433
433	921 Anacapa	Downtown Parking	Lot 9	434
434	921 Anacapa	Downtown Parking	Lot 9	435
435	921 Anacapa	Parks	Lot 9	436
436	10 East Carrillo	Downtown Parking	Lot 9	437
437	11 East Carrillo	Streets	N/A	438

Number	Street Address	Division	Description	Serial Number
438	24 East Carrillo	Streets	N/A	439
439	24 East Carrillo	Streets	N/A	440
440	27 East Carrillo	Streets	N/A	441
441	15 East Carrillo	Streets	N/A	443
442	15 East Carrillo	Streets	N/A	444
443	10 East Carrillo	Streets	N/A	445
444	630 Garden	Streets	N/A	446
445	301 East Cota	Streets	N/A	447
446	630 Garden	Streets	N/A	448
447	630 Garden	Streets	N/A	449
448	1221 Anacapa	Downtown Parking	Granada Lot	450
449	18 West Anapamu	Downtown Parking	Lot 5	451
450	1213 State Street	Downtown Parking	Lot 5	452
451	1236 Chapala	Streets	Alameda Park	453
452	1235 Chapala	Streets	N/A	454
453	1202 Chapala	MTD	N/A	455
454	1112 Chapala	MTD	N/A	456
455	12 West Figueroa	Streets	N/A	457
456	12 West Figueroa	Streets	N/A	458
457	9 West Figueroa	Streets	N/A	459
458	9 West Figueroa	Streets	N/A	460
459	1048 Chapala	MTD	N/A	461
460	1048 Chapala	MTD	N/A	462
461	1026 Chapala	Downtown Parking	N/A	463
462	1048 Chapala	MTD	N/A	464
463	1048 Chapala	MTD	N/A	465
464	1048 Chapala	MTD	N/A	466
465	1048 Chapala	MTD	N/A	467
466	1048 Chapala	MTD	N/A	468
467	1048 Chapala	MTD	N/A	469
468	32 West Carrillo	Downtown Parking	Lot 3	470
469	16 West Carrillo	Streets	N/A	471
470	16 West Carrillo	Streets	N/A	472
471	21 West Carrillo	Streets	N/A	473
472	21 West Carrillo	Streets	N/A	474
473	3 West Carrillo	Streets	N/A	475
474	3 West Carrillo	Streets	N/A	476

Number	Street Address	Division	Description	Serial Number
475	914 Chapala	Downtown Parking	Lot 2	477
476	914 Chapala	Downtown Parking	Lot 2	478
477	1026 Chapala	Downtown Parking	Lot 2	479
478	914 Chapala	Downtown Parking	Lot 2	480
479	914 Chapala	Downtown Parking	Lot 2	481
480	914 Chapala	Downtown Parking	Lot 2	482
481	914 Chapala	Downtown Parking	Lot 2	483
482	914 Chapala	Downtown Parking	Lot 2	484
483	914 Chapala	Downtown Parking	Lot 2	485
484	914 Chapala	Downtown Parking	Lot 2	486
485	914 Chapala	Downtown Parking	Lot 2	487
486	5 West Canon Perdido	Streets	N/A	488
487	10 West Canon Perdido	Streets	N/A	489
488	34 West Carrillo	Streets	N/A	490
489	607 Anacapa	Downtown Parking	Lot 10	491
490	18 East Ortega	Downtown Parking	Lot 10	492
491	619 Anacapa	Downtown Parking	Lot 10	493
492	461 Anacapa	Downtown Parking	Lot 10	494
493	18 East Ortega	Downtown Parking	Lot 10	495
494	607 Anacapa	Downtown Parking	Lot 10	496
495	607 Anacapa	Downtown Parking	Lot 10	497
496	607 Anacapa	Downtown Parking	Lot 10	498
497	26 East Ortega	Downtown Parking	Lot 10	499
498	607 Anacapa	MTD	N/A	500
499	735 Anacapa	MTD	N/A	501
500	735 Anacapa	Streets	N/A	502
501	735 Anacapa	Streets	N/A	503
502	798 De La Guerra Plaza	Streets	N/A	504

Number	Street Address	Division	Description	Serial Number
503	798 De La Guerra Plaza	Streets	N/A	505
504	725 De La Guerra Plaza	Streets	Storke Placita	506
505	725 De La Guerra Plaza	Streets	Storke Placita	507
506	461 Anacapa	Downtown Parking	Lot 10	508
507	14 East Cota	Streets	N/A	509
508	523 Anacapa	Downtown Parking	Lot 11	510
509	519 Anacapa	Downtown Parking	Lot 11	511
510	514 State Street	Downtown Parking	Lot 11	512
511	12 East Haley	Streets	N/A	513
512	32 East Haley	Streets	N/A	514
513	32 East Haley	Streets	N/A	515
514	421 Anacapa	Streets	N/A	516
515	330 State Street	Streets	N/A	517
516	501 Motor Way	Downtown Parking	Lot 12	518
517	399 State Street	Downtown Parking	Lot 12	519
518	320 State Street	Downtown Parking	Lot 12	520
519	15 Parker Way	Downtown Parking	Lot 12	521
520	321 Motor Way	Downtown Parking	Lot 1	522
521	301 Motor Way	Downtown Parking	Lot 12	523
522	7 West Haley	Streets	N/A	524
523	29 East Haley	Downtown Parking	Alameda Park	525
524	520 Anacapa	Streets	N/A	526
525	520 Anacapa	Streets	N/A	527
526	641 Anacapa	Downtown Parking	Lot 10	528
527	630 State Street	Downtown Parking	N/A	529
528	641 Anacapa	Downtown Parking	Lot 10	530
529	162 East Cota	MTD	N/A	531
530	10 West Cota	Streets	N/A	532
531	9 West Cota	Streets	N/A	533
532	31 West Gutierrez	Streets	N/A	534
533	31 West Gutierrez	Streets	N/A	535
534	101 West Gutierrez	Streets	N/A	536

Number	Street Address	Division	Description	Serial Number
535	101 West Gutierrez	Streets	N/A	537
536	510 Chapala	MTD	N/A	538
537	600 Chapala	MTD	N/A	539
538	124 West De La Guerra	Streets	N/A	540
539	800 Chapala	Streets	N/A	541
540	800 Chapala	Streets	N/A	542
541	651 Chapala	Streets	N/A	543
542	651 Chapala	Streets	N/A	544
543	117 De La Guerra	Streets	N/A	545
544	701 Chapala	Streets	N/A	546
545	107 West Ortega	Streets	N/A	547
546	423 Chapala	Streets	N/A	548
547	136 West Gutierrez	Streets	N/A	549
548	136 West Gutierrez	Streets	N/A	550
549	435 De La Vina	Streets	N/A	551
550	435 De La Vina	Streets	N/A	552
551	100 West Haley	Streets	N/A	553
552	121 West Haley	MTD	N/A	554
553	204 West Haley	Streets	N/A	555
554	501 De La Vina	MTD	N/A	556
555	230 West Cota	Streets	N/A	557
556	615 Bath	Streets	N/A	558
557	701 Bath	Streets	N/A	559
558	306 West Ortega	Streets	N/A	560
559	207 West Anapamu	Streets	Lot 1	561
560	207 West Anapamu	Streets	N/A	562
561	230 West Anapamu	MTD	N/A	563
562	606 West Micheltorena	Streets	N/A	564
563	609 West Micheltorena	Streets	N/A	565
564	621 West Micheltorena	MTD	N/A	566
565	626 West Micheltorena	MTD	N/A	567
566	628 West Micheltorena	MTD	N/A	568
567	1502 San Andres	Streets	N/A	569
568	1510 San Andres	MTD	N/A	570
569	1501 San Andres	MTD	N/A	571
570	1501 San Andres	Streets	N/A	572
571	708 Micheltorena	Streets	N/A	573

Number	Street Address	Division	Description	Serial Number
572	1437 San Andres	Streets	N/A	574
573	1435 San Andres	Streets	N/A	575
574	1429 San Andres	Streets	N/A	576
575	1434 San Andres	Streets	N/A	577
576	1019 Castillo	MTD	N/A	578
577	1000 Carrillo	Downtown Parking	N/A	579
578	316 Castillo	MTD	N/A	580
579	101 West Montecito	Streets	N/A	581
580	209 State Street	Downtown Parking	Lot 13	582
581	210 State Street	Downtown Parking	Lot 13	583
582	209 State Street	Downtown Parking	Lot 13	584
583	209 State Street	Downtown Parking	Lot 13	585
584	209 State Street	Downtown Parking	Lot 13	586
585	14 West Yanonali St.	Downtown Parking	Lot 13	587
586	14 W Yanonali St.	Downtown Parking	N/A	588
587	244 Chapala	Streets	N/A	589
588	209 State Street	Streets	Lot 13	590
589	224 Chapala	Streets	N/A	591
590	209 State Street	Downtown Parking	Lot 13	592
591	700 East Anapamu	MTD	N/A	593
592	690 East Anapamu	Streets	N/A	594
593	720 East Anapamu	MTD	N/A	595
594	840 North Milpas	MTD	N/A	596
595	306 East Anapamu	MTD	N/A	597
596	1923 De La Vina	MTD	N/A	598
597	1131 De La Vina	MTD	N/A	599
598	633 De la Vina	MTD	N/A	600
599	1512 Bath	MTD	N/A	601
600	401 West Islay	Streets	N/A	602
601	901 Castillo	Streets	N/A	603
602	817 Castillo	Streets	N/A	604
603	336 West Ortega	Streets	N/A	605
604	400 West Ortega	Streets	N/A	606
605	314 West De La Guerra	Streets	N/A	607
606	318 West Carrillo	MTD	N/A	608

Number	Street Address	Division	Description	Serial Number
607	901 San Pascual	Streets	N/A	609
608	401 West Carrillo	Streets	N/A	610
609	309 West Carrillo	MTD	N/A	611
610	121 West Carrillo	Streets	N/A	612
611	190 West Montecito	Streets	N/A	613
612	101 West Montecito	Streets	N/A	614
613	331 West Montecito	Parks	N/A	615
614	23 East Yanonali	Streets	N/A	616
615	23 East Yanonali	Streets	N/A	617
616	120 Chapala	Streets	N/A	618
617	135 West Yanonali	Streets	N/A	619
618	1113 Punta Gordo	MTD	N/A	620
619	1202 Liberty Street	Streets	N/A	621
620	1117 Indio Muerto	Streets	N/A	622
621	1131 Cacique	Streets	N/A	623
622	1210 Cacique	Streets	N/A	624
623	105 South Voluntario	MTD	N/A	625
624	135 South Soledad	Streets	N/A	626
625	1222 Carpinteria	Streets	N/A	627
626	1332 Punta Gorda	MTD	N/A	628
627	1112 East Cabrillo	Parks	Center Southern Edge	629
628	1112 East Cabrillo	Parks	Center Southern Edge	630
629	1112 East Cabrillo	Parks	N/A	631
630	1114 East Cabrillo	Parks	N/A	632
631	1110 East Cabrillo	Parks	N/A	633
632	1108 East Cabrillo	Waterfront	N/A	634
633	1108 East Cabrillo	Parks	N/A	635
634	1106 East Cabrillo	Parks	N/A	636
635	1104 East Cabrillo	Parks	N/A	637
636	1102 East Cabrillo	Parks	N/A	638
637	1102 East Cabrillo	Parks	N/A	639
638	1102 East Cabrillo	Waterfront	Cabrillo West Lot	640
639	1100 East Cabrillo	Parks	N/A	641
640	1098 East Cabrillo	Parks	N/A	642
641	1102 E Cabrillo	Parks	Cabrillo West Lot	643
642	1102 East Cabrillo	Parks	Cabrillo West Lot	644
643	1102 E Cabrillo	Parks	Cabrillo West Lot	645
644	1096 East Cabrillo	Parks	N/A	646
645	1090 East Cabrillo	Parks	N/A	647
646	1088 East Cabrillo	Parks	N/A	648

Number	Street Address	Division	Description	Serial Number
647	1086 East Cabrillo	Parks	N/A	649
648	1084 East Cabrillo	Parks	N/A	650
649	1076 East Cabrillo	Parks	N/A	651
650	1078 East Cabrillo	Parks	N/A	652
651	1098 East Cabrillo	Parks	N/A	653
652	1098 East Cabrillo	Parks	N/A	654
653	1096 East Cabrillo	Parks	N/A	655
654	1120 East Cabrillo	Parks	Cabrillo East Lot	656
655	1100 East Cabrillo	Parks	N/A	657
656	1110 East Cabrillo	Parks	East Beach	658
657	1120 East Cabrillo	Waterfront	Cabrillo East Lot	659
658	1120 E Cabrillo	Waterfront	Cabrillo East Lot	660
659	1098 East Cabrillo	Waterfront	N/A	661
660	1120 East Cabrillo	Waterfront	Cabrillo East Lot	662
661	1110 East Cabrillo	Waterfront	N/A	663
662	1112 East Cabrillo	Parks	N/A	664
663	1116 East Cabrillo	Parks	N/A	665
664	1118 East Cabrillo	Parks	N/A	666
665	1120 East Cabrillo	Parks	N/A	667
666	106 East Cabrillo	Waterfront	Palm Park Lot	668
667	108 East Cabrillo	Waterfront	Palm Park Lot	669
668	106 East Cabrillo	Waterfront	Palm Park Lot	670
669	234 East Cabrillo	Waterfront	Palm Park Lot	671
670	232 East Cabrillo	Waterfront	Palm Park Lot	672
671	230 East Cabrillo	Waterfront	Palm Park Lot	673
672	104 East Cabrillo	Waterfront	N/A	674
673	102 East Cabrillo	Waterfront	Palm Park Lot	675
674	96 East Cabrillo	Waterfront	N/A	676
675	96 East Cabrillo	Streets	Palm Park Lot	677
676	224 East Cabrillo	Parks	N/A	678
677	96 East Cabrillo	Waterfront	Palm Park Lot	679
678	98 East Cabrillo	Waterfront	N/A	680
679	98 East Cabrillo	Waterfront	Palm Park Lot	681
680	100 East Cabrillo	Waterfront	Palm Park Lot	682
681	100 East Cabrillo	Streets	Palm Park Lot	683
682	100 East Cabrillo	Waterfront	N/A	684
683	100 East Cabrillo	Waterfront	Palm Park Lot	685
684	930 Quinientos	Streets	N/A	686
685	925 Quinientos	Streets	N/A	687
686	1303 Clifton	Streets	N/A	688

Number	Street Address	Division	Description	Serial Number
687	222 North Milpas	Streets	N/A	689
688	913 East Montecito	MTD	N/A	690
689	915 East Montecito	Streets	N/A	691
690	1136 East Montecito	MTD	N/A	692
691	1322 East Yanonali	Streets	N/A	693
692	1121 East Montecito	Streets	N/A	694
693	327 East Gutierrez	MTD	N/A	695
694	111 East Haley	Streets	N/A	696
695	136 East Haley	MTD	N/A	697
696	210 East Haley	MTD	N/A	698
697	301 East Yanonali	MTD	N/A	699
698	500 East Cota	MTD	N/A	700
699	425 East Cota	MTD	N/A	701
700	320 East Cabrillo	Parks	N/A	702
701	322 East Cabrillo	Parks	N/A	703
702	324 East Cabrillo	Parks	N/A	704
703	238 E Cabrillo	Parks	N/A	705
704	326 East Cabrillo	Parks	N/A	706
705	400 E Cabrillo	Parks	N/A	707
706	328 East Cabrillo	Parks	N/A	708
707	626 East Cabrillo	Parks	N/A	709
708	626 East Cabrillo	Parks	N/A	710
709	630 East Cabrillo	Parks	N/A	711
710	634 East Cabrillo	Parks	N/A	712
711	638 East Cabrillo	Parks	N/A	713
712	640 East Cabrillo	Parks	N/A	714
713	1094 East Cabrillo	Parks	N/A	715
714	228 East Cabrillo	Waterfront	Palm Park Lot	716
715	10 East Cabrillo	Parks	N/A	717
716	10 East Cabrillo	Parks	N/A	718
717	98 East Cabrillo	Parks	N/A	719
718	989 East Cabrillo	Parks	N/A	720
719	10 West Cabrillo	Parks	N/A	721
720	10 East Cabrillo	Parks	N/A	722
721	10 East Cabrillo	Parks	N/A	723
722	8 East Cabrillo	Parks	N/A	724
723	6 East Cabrillo	Parks	N/A	725
724	6 East Cabrillo	Parks	N/A	726
725	42 East Cabrillo	Parks	N/A	727

Number	Street Address	Division	Description	Serial Number
726	111 West Cabrillo	Parks	N/A	728
727	231 East Cabrillo	Parks	N/A	729
728	229 East Cabrillo	Parks	N/A	730
729	227 East Cabrillo	Waterfront	Harbor	731
730	227 East Cabrillo	Waterfront	Harbor	732
731	227 East Cabrillo	Waterfront	N/A	733
732	227 East Cabrillo	Waterfront	N/A	734
733	227 East Cabrillo	Waterfront	Harbor	735
734	98 East Cabrillo	Parks	Harbor	736
735	323 East Cabrillo	Parks	N/A	737
736	323 East Cabrillo	Parks	N/A	738
737	323 East Cabrillo	Waterfront	Harbor East lot	739
738	323 East Cabrillo	Waterfront	N/A	740
739	385 East Cabrillo	Waterfront	Harbor	741
740	385 East Cabrillo	Waterfront	Harbor	742
741	385 Blank Cabrillo	Waterfront	Harbor	743
742	838 East Cabrillo	Waterfront	N/A	744
743	383 East Cabrillo	Waterfront	N/A	745
744	381 East Cabrillo	Waterfront	N/A	746
745	381 East Cabrillo	Waterfront	Harbor	747
746	381 East Cabrillo	Waterfront	N/A	748
747	403 Shoreline Drive	Waterfront	N/A	749
748	403 Shoreline Drive	Waterfront	N/A	750
749	403 Shoreline Drive	Waterfront	N/A	751
750	405 Shoreline Drive	Waterfront	N/A	752
751	407 Shoreline Drive	Waterfront	N/A	753
752	405 Shoreline Drive	Waterfront	N/A	754
753	500 Shoreline	Waterfront	N/A	755
754	409 Shoreline Drive	Waterfront	N/A	756
755	117 Harbor Wy	Waterfront	N/A	757
756	113 Harbor Way	Waterfront	N/A	758
757	113 Harbor Way	Waterfront	N/A	759
758	413 Shoreline Drive	Waterfront	N/A	760
759	415 Shoreline Drive	Waterfront	N/A	761
760	411 Shoreline Drive	Streets	N/A	762
761	415 Shoreline Drive	MTD	N/A	763
762	415 Shoreline Drive	Waterfront	N/A	764
763	779 Shoreline Drive	Waterfront	N/A	765
764	779 Shoreline Drive	Waterfront	Harbor West Lot	766
765	779 Shoreline Drive	Waterfront	Harbor West Lot	767

Number	Street Address	Division	Description	Serial Number
766	779 Shoreline Drive	Waterfront	Harbor West Lot	768
767	783 Shoreline Drive	Waterfront	Harbor West Lot	769
768	783 Shoreline Drive	Waterfront	N/A	770
769	785 Shoreline Drive	Waterfront	Harbor West Lot	771
770	785 Shoreline Drive	Waterfront	Harbor West Lot	772
771	787 Shoreline Drive	Waterfront	Harbor West Lot	773
772	787 Shoreline Drive	Waterfront	Harbor West Lot	774
773	789 Shoreline Drive	Waterfront	Harbor West Lot	775
774	791 Shoreline Drive	Waterfront	Harbor West Lot	777
775	791 Shoreline Drive	Waterfront	N/A	778
776	793 Shoreline Drive	Waterfront	Harbor West Lot	779
777	793 Shoreline Drive	Waterfront	N/A	780
778	795 Shoreline Drive	Waterfront	Harbor West Lot	781
779	795 Shoreline Drive	Waterfront	N/A	782
780	799 Shoreline Drive	Waterfront	Harbor West Lot	783
781	799 Shoreline Drive	Waterfront	N/A	784
782	801 Shoreline Drive	Waterfront	Harbor East lot	785
783	801 Shoreline Drive	Waterfront	Harbor West Lot	786
784	780 Shoreline Drive	Waterfront	Harbor West Lot	787
785	797 Shoreline Drive	Waterfront	Harbor West Lot	788
786	797 Shoreline Drive	Waterfront	Harbor West Lot	789
787	1201 Shoreline	Parks	Shoreline Park	790
788	1201 Shoreline	Parks	Shoreline Park	791
789	1203 Shoreline	Parks	Shoreline Park	792
790	1205 Shoreline	Parks	Shoreline Park	793
791	1207 Shoreline	Parks	Shoreline Park	794
792	1209 Shoreline	Parks	Shoreline Park	795
793	1211 Shoreline	Parks	Shoreline Park	796
794	1213 Shoreline	Parks	Shoreline Park	797
795	1213 Shoreline	Parks	Shoreline Park	798
796	1217 Shoreline	Parks	Shoreline Park	799
797	1219 Shoreline	Parks	Shoreline Park	800
798	1219 Shoreline	Parks	Shoreline Park	801
799	1224 Shoreline	Parks	Shoreline Park	802
800	1221 Shoreline	Parks	Shoreline Park	803
801	1239 Shoreline	Parks	Shoreline Park	804
802	1239 Shoreline	Parks	Shoreline Park	805
803	1239 Shoreline	Parks	Shoreline Park	806
804	1242 Shoreline	Parks	Shoreline Park	807
805	1242 Shoreline	Parks	Shoreline Park	808

Number	Street Address	Division	Description	Serial Number
806	1242 Shoreline	Parks	Shoreline Park	809
807	1242 Shoreline	Parks	Shoreline Park	810
808	1312 Shoreline	Parks	Shoreline Park	811
809	1322 Shoreline	Parks	Shoreline Park	812
810	1324 Shoreline	Parks	Shoreline Park	813
811	1336 Shoreline	Parks	Shoreline Park	814
812	1338 Shoreline	Parks	Shoreline Park	815
813	1344 Shoreline	Parks	Shoreline Park	816
814	1344 Shoreline	Parks	Shoreline Park	817
815	1344 Shoreline	Parks	Shoreline Park	818
816	1361 Shoreline	Parks	Shoreline Park	819
817	1363 Shoreline	Parks	Shoreline Park	820
818	1363 Shoreline	Parks	Shoreline Park	821
819	1365 Shoreline	Parks	Shoreline Park	822
820	1367 Shoreline	Parks	Shoreline Park	823
821	1367 Shoreline	Parks	Shoreline Park	824
822	1367 Shoreline	Parks	Shoreline Park	825
823	1393 Shoreline	Parks	Shoreline Park	826
824	1368 Shoreline	Parks	Shoreline Park	827
825	1361 Shoreline	Parks	Shoreline Park	828
826	1346 Shoreline	Parks	Shoreline Park	829
827	1344 Shoreline	Parks	Shoreline Park	830
828	1402 San Andres	Streets	N/A	831
829	1336 San Andres	MTD	N/A	832
830	1310 San Andres	Parks	Bohnett Park	833
831	1310 San Andres	Parks	Bohnett Park	834
832	1204 San Andres	MTD	N/A	835
833	1130 San Andres	Streets	N/A	836
834	1108 San Andres	Streets	N/A	837
835	626 West Carrillo	MTD	N/A	838
836	1135 West Anapamu	MTD	N/A	839
837	1331 San Andres	MTD	N/A	840
838	1331 San Andres	Streets	N/A	841
839	221 North Salinas	MTD	N/A	842
840	23 North Salinas	MTD	N/A	843
841	30 South Salinas	MTD	N/A	844
842	206 South Salinas	MTD	N/A	845
843	1852 Cliff Drive	MTD	N/A	846
844	1852 Cliff Drive	MTD	N/A	847
845	1906 Cliff Drive	MTD	N/A	848

Number	Street Address	Division	Description	Serial Number
846	800 West Carrillo	MTD	N/A	849
847	800 West Carrillo	MTD	N/A	850
848	1100 West Carrillo	Streets	N/A	851
849	1100 West Carrillo	Streets	N/A	852
850	631 Meigs Road	MTD	N/A	853
851	631 Meigs Road	MTD	N/A	854
852	801 West Micheltorena	MTD	N/A	855
853	1838 San Andres	MTD	N/A	856
854	1703 San Andres	MTD	N/A	857
855	1632 San Andres	MTD	N/A	858
856	1835 San Andres	MTD	N/A	859
857	698 West Junipero	MTD	N/A	860
858	533 West Pueblo	Streets	N/A	861
859	111 West Alamar	Streets	N/A	862
860	114 West Alamar	Streets	N/A	863
861	2830 De La Vina	Streets	N/A	864
862	2800 Vernon Road	Streets	N/A	865
863	423 West Victoria	Streets	N/A	866
864	498 West Anapamu	Streets	N/A	867
865	415 West Anapamu	Streets	N/A	868
866	415 West Anapamu	Streets	N/A	869
867	418 Coronel	Streets	N/A	870
868	328 Rancheria	MTD	N/A	871
869	706 San Pascual	MTD	N/A	872
870	627 San Pascual	MTD	N/A	873
871	427 West Ortega	Streets	N/A	874
872	200 North Hope Avenue	Streets	N/A	875
873	803 Shoreline Drive	Parks	Leadbetter Beach	876
874	803 Shoreline Drive	Parks	Leadbetter Beach	877
875	803 Shoreline Drive	Parks	Leadbetter Beach	878
876	805 Shoreline Drive	Parks	Leadbetter Beach	879
877	803 Shoreline Drive	Parks	Leadbetter Beach	880
878	807 Shoreline Drive	Parks	Leadbetter Beach	881
879	803 Shoreline Drive	Parks	Leadbetter Beach	882
880	803 Shoreline	Parks	Leadbetter Beach	883
881	803 Shoreline	Parks	Leadbetter Beach	884
882	803 Shoreline	Parks	Leadbetter Beach	885
883	803 Shoreline Drive	Parks	Leadbetter Beach	886
884	803 Shoreline	Parks	Leadbetter Beach	887

Number	Street Address	Division	Description	Serial Number
885	803 Shoreline Drive	Parks	Leadbetter Beach	888
886	803 Shoreline	Parks	Leadbetter Beach	889
887	803 Shoreline Drive	Parks	Leadbetter Beach	890
888	803 Shoreline	Parks	Leadbetter Beach	891
889	803 Shoreline Drive	Parks	Leadbetter Beach	892
890	803 Shoreline	Parks	Leadbetter Beach	893
891	803 Shoreline Drive	Parks	Leadbetter Beach	894
892	803 Shoreline	Parks	Leadbetter Beach	895
893	803 Shoreline	Parks	Leadbetter Beach	896
894	803 Shoreline	Parks	Leadbetter Beach	897
895	803 Shoreline Drive	Parks	Leadbetter Beach	898
896	791 Shoreline Drive	Parks	Leadbetter Beach	899
897	803 Shoreline	Parks	Leadbetter Beach	900
898	803 Shoreline Drive	Parks	Leadbetter Beach	901
899	803 Shoreline Drive	Parks	Leadbetter Beach	902
900	803 Shoreline	Parks	Leadbetter Beach	903
901	789 Shoreline Drive	Parks	Leadbetter Beach	904
902	803 Shoreline Drive	Parks	Leadbetter Beach	905
903	781 Shoreline Drive	Parks	Leadbetter Beach	906
904	803 Shoreline Drive	Parks	Leadbetter Beach	907
905	775 Shoreline Drive	Parks	Leadbetter Beach	908
906	803 Shoreline Drive	Parks	Leadbetter Beach	909
907	803 Shoreline Drive	Parks	Leadbetter Beach	910
908	773 Shoreline Drive	Parks	Leadbetter Beach	911
909	803 Shoreline Drive	Parks	Leadbetter Beach	912
910	803 Shoreline	Parks	Leadbetter Beach	913
911	803 Shoreline Drive	Parks	Leadbetter Beach	914
912	771 Shoreline Drive	Parks	Leadbetter Beach	915
913	803 Shoreline	Parks	Leadbetter Beach	916
914	803 Shoreline Drive	Parks	Leadbetter Beach	917
915	773 Shoreline Drive	Parks	Leadbetter Beach	918
916	1246 Shoreline Drive	Parks	Leadbetter Beach	919
917	803 Shoreline Drive	Parks	Leadbetter Beach	920
918	803 Shoreline	Parks	Leadbetter Beach	921
919	803 Shoreline Drive	Parks	Leadbetter Beach	922
920	803 Shoreline	Parks	Leadbetter Beach	923
921	803 Shoreline Drive	Parks	Leadbetter Beach	924
922	1346 Shoreline Drive	Parks	Leadbetter Beach	925
923	803 Shoreline Drive	Parks	Leadbetter Beach	926

Number	Street Address	Division	Description	Serial Number
924	803 Shoreline Drive	Parks	Leadbetter Beach	927
925	803 Shoreline	Parks	Leadbetter Beach	928
926	514 West Anapamu	Streets	N/A	929
927	128 West Micheltorena	MTD	N/A	930
928	208 West Arrellaga	MTD	N/A	931
929	315 State	Streets	N/A	932
930	298 State	Streets	N/A	933
931	225 State	Streets	N/A	934
932	State Street	Streets	N/A	935
933	500 Ninos Drive	Streets	N/A	936
934	2579 Treasure Drive	MTD	N/A	937
935	2572 Treasure Drive	MTD	N/A	938
936	605 West Junipero	Streets	N/A	939
937	2301 West Bath	MTD	N/A	940
938	2620 Mesa School Lane	Parks	Douglas Preserve (Wilcox Property)	941
939	2441 Cliff Drive	MTD	N/A	942
940	1711 Cliff	MTD	N/A	943
941	1123 Cliff Drive	MTD	N/A	944
942	1001 Cliff Drive	MTD	N/A	945
943	800 Cliff Drive	MTD	N/A	946
944	800 Cliff Drive	MTD	N/A	947
945	800 Cliff	MTD	N/A	948
946	799 Cliff Dr	MTD	N/A	949
947	799 Cliff Dr	MTD	N/A	950
948	2205 Modoc Road	MTD	N/A	951
949	402 West Mission	Streets	N/A	952
950	1040 Calle De Los Amigos	Parks	Hidden Valley Park	953
951	1040 Calle De Los Amigos	Parks	Hidden Valley Park	954
952	1040 Calle De Los Amigos	Parks	Hidden Valley Park	955
953	1040 Calle De Los Amigos	Parks	Hidden Valley Park	956
954	1040 Calle De Los Amigos	Parks	Hidden Valley Park	957
955	1040 Calle De Los Amigos	Parks	Hidden Valley Park	958
956	1040 Calle De Los Amigos	Parks	Hidden Valley Park	959
957	1040 Calle De Los Amigos	Parks	Hidden Valley Park	960

Number	Street Address	Division	Description	Serial Number
958	1040 Calle De Los Amigos	Parks	Hidden Valley Park	961
959	1040 Calle De Los Amigos	Parks	Hidden Valley Park	962
960	1040 Calle De Los Amigos	Parks	Hidden Valley Park	963
961	163 North La Cumbre Rd	Streets	N/A	964
962	216 Pesetas Lane	MTD	N/A	965
963	448 West Arrellage	MTD	N/A	966
964	323 East Cabrillo	MTD	Chase Palm Park	967
965	323 East Cabrillo	MTD	Chase Palm Park	968
966	323 East Cabrillo	Parks	Chase Palm Park	969
967	323 East Cabrillo	Parks	Chase Palm Park	970
968	323 East Cabrillo	Parks	Chase Palm Park	971
969	323 East Cabrillo	Parks	Chase Palm Park	972
970	323 East Cabrillo	Parks	Chase Palm Park	973
971	323 East Cabrillo	Parks	Chase Palm Park	974
972	323 East Cabrillo	Parks	Chase Palm Park	975
973	323 East Cabrillo	Parks	Chase Palm Park	976
974	323 East Cabrillo	Parks	Chase Palm Park	977
975	323 East Cabrillo	Parks	Chase Palm Park	978
976	323 East Cabrillo	Parks	Chase Palm Park	979
977	323 East Cabrillo	Parks	Chase Palm Park	980
978	323 East Cabrillo	Parks	Chase Palm Park	981
979	323 East Cabrillo	Parks	Chase Palm Park	982
980	323 East Cabrillo	Parks	Chase Palm Park	983
981	323 East Cabrillo	Parks	Chase Palm Park	984
982	323 East Cabrillo	Parks	Chase Palm Park	985
983	323 East Cabrillo	Parks	Chase Palm Park	986
984	323 East Cabrillo	Parks	Chase Palm Park	987
985	323 East Cabrillo	Parks	Chase Palm Park	988
986	323 East Cabrillo	Parks	Chase Palm Park	989
987	323 East Cabrillo	Parks	Chase Palm Park	990
988	323 East Cabrillo	Parks	Chase Palm Park	991
989	323 East Cabrillo	Parks	Chase Palm Park	992
990	323 East Cabrillo	Parks	Chase Palm Park	993
991	323 East Cabrillo	Parks	Chase Palm Park	994
992	323 East Cabrillo	Parks	Chase Palm Park	995
993	323 East Cabrillo	Parks	Chase Palm Park	996
994	323 East Cabrillo	Parks	Chase Palm Park	997
995	323 East Cabrillo	Parks	Chase Palm Park	998

Number	Street Address	Division	Description	Serial Number
996	323 East Cabrillo	Parks	Chase Palm Park	999
997	323 East Cabrillo	Parks	Chase Palm Park	1000
998	323 East Cabrillo	Parks	Chase Palm Park	1001
999	323 East Cabrillo	Parks	Chase Palm Park	1002
1000	323 East Cabrillo	Parks	Chase Palm Park	1003
1001	323 East Cabrillo	Parks	Chase Palm Park	1004
1002	323 East Cabrillo	Parks	Chase Palm Park	1005
1003	323 East Cabrillo	Parks	Chase Palm Park	1006
1004	323 East Cabrillo	Parks	Chase Palm Park	1007
1005	323 East Cabrillo	Parks	Chase Palm Park	1008
1006	323 East Cabrillo	MTD	Chase Palm Park	1009
1007	323 East Cabrillo	Parks	Chase Palm Park	1010
1008	323 East Cabrillo	Parks	Chase Palm Park	1011
1009	323 East Cabrillo	Parks	Chase Palm Park	1012
1010	323 East Cabrillo	Parks	Chase Palm Park	1013
1011	323 East Cabrillo	Parks	Chase Palm Park	1014
1012	323 East Cabrillo	Parks	Chase Palm Park	1015
1013	323 East Cabrillo	Parks	Chase Palm Park	1016
1014	323 East Cabrillo	Parks	Chase Palm Park	1017
1015	323 East Cabrillo	Parks	Chase Palm Park	1018
1016	295 Meigs Road	Parks	La Mesa Park	1019
1017	295 Meigs Road	Parks	La Mesa Park	1020
1018	295 Meigs Road	Parks	La Mesa Park	1021
1019	295 Meigs Road	Parks	La Mesa Park	1022
1020	295 Meigs Road	Parks	La Mesa Park	1023
1021	295 Meigs Road	Parks	La Mesa Park	1024
1022	295 Meigs Road	Parks	La Mesa Park	1025
1023	201 Castillo	Parks	Pershing Park	1026
1024	201 Castillo	Parks	N/A	1027
1025	201 Castillo	Parks	Pershing Park	1028
1026	201 Castillo	Parks	Pershing Park	1029
1027	201 Castillo	Parks	Pershing Park	1030
1028	201 Castillo	Parks	Pershing Park	1031
1029	100 Castillo Street	Parks	Pershing Park	1032
1030	201 Castillo	Parks	Pershing Park	1033
1031	201 Castillo	Parks	Pershing Park	1034
1032	201 Castillo	Parks	Pershing Park	1035
1033	201 Castillo	Parks	Pershing Park	1036
1034	201 Castillo	Parks	Pershing Park	1037
1035	100 Castillo Street	Parks	Pershing Park	1038

Number	Street Address	Division	Description	Serial Number
1036	201 Castillo	Parks	Cabrillo Ballfield	1039
1037	201 Castillo	Parks	Cabrillo Ballfield	1040
1038	1200 East Cabrillo	Parks	East Beach	1041
1039	1184 East Cabrillo	Parks	N/A	1042
1040	1186 East Cabrillo	Parks	N/A	1043
1041	1188 East Cabrillo	Parks	N/A	1044
1042	1190 East Cabrillo	Parks	N/A	1045
1043	1192 East Cabrillo	Parks	N/A	1046
1044	1194 East Cabrillo	Parks	N/A	1047
1045	1196 East Cabrillo	Parks	N/A	1048
1046	1198 East Cabrillo	Parks	N/A	1049
1047	1200 East Cabrillo	Parks	N/A	1050
1048	1094 East Cabrillo	Parks	East Beach	1051
1049	1092 East Cabrillo	Parks	East Beach	1052
1050	1090 East Cabrillo	Parks	East Beach	1053
1051	1088 East Cabrillo	Parks	East Beach	1054
1052	1086 East Cabrillo	Parks	East Beach	1055
1053	1118 East Mason	Parks	Sunflower Park	1056
1054	1118 East Mason	Parks	Sunflower Park	1057
1055	900 North Nopal	Streets	N/A	1058
1056	632 East Ortega Street	Parks	Ortega Park	1059
1057	632 E. Ortega Street	Parks	Ortega Park	1060
1058	632 E. Ortega Street	Parks	Ortega Park	1061
1059	632 East Ortega Street	Parks	Ortega Park	1062
1060	632 East Ortega Street	Parks	Ortega Park	1063
1061	632 E. Ortega Street	Parks	Ortega Park	1064
1062	632 East Ortega Street	Parks	Ortega Park	1065
1063	632 East Ortega Street	Parks	Ortega Park	1066
1064	632 East Ortega Street	Parks	Ortega Park	1067
1065	600 East Ortega	Parks	Ortega Park	1068
1066	632 East Ortega Street	Parks	Ortega Park	1069
1067	632 East Ortega Street	Parks	Ortega Park	1070
1068	600 East Ortega	Parks	Ortega Park	1071
1069	1400 Santa Barbara Street	Parks	Alameda Park	1072

Number	Street Address	Division	Description	Serial Number
1070	1400 Santa Barbara Street	Parks	Alameda Park	1073
1071	1400 Santa Barbara Street	Parks	Alameda Park	1074
1072	1400 Santa Barbara Street	Parks	Alameda Park	1075
1073	1400 Santa Barbara Street	Parks	Alameda Park	1076
1074	116 East Sola	Parks	Alameda Park	1077
1075	1400 Santa Barbara Street	Parks	Alameda Park	1078
1076	1400 Santa Barbara Street	Parks	Alameda Park	1079
1077	1400 Santa Barbara Street	Parks	Alameda Park	1080
1078	1400 Santa Barbara Street	Parks	Alameda Park	1081
1079	1400 Santa Barbara Street	Parks	Alameda Park	1082
1080	1400 Santa Barbara Street	Parks	Alameda Park	1083
1081	520 East Yanonali	Streets	N/A	1084
1082	520 East Yanonali	Streets	N/A	1085
1083	520 East Yanonali	Streets	N/A	1086
1084	520 East Yanonali	Streets	N/A	1087
1085	520 East Yanonali	Streets	N/A	1088
1086	520 East Yanonali	Streets	N/A	1089
1087	520 East Yanonali	Streets	N/A	1090
1088	520 East Yanonali	Streets	N/A	1091
1089	131 East Anapamu	MTD	N/A	1129
1090	1400 Santa Barbara Street	Parks	Alameda Park	1130
1091	1400 Santa Barbara Street	Parks	Alameda Park	1131
1092	1400 Santa Barbara Street	Parks	Alameda Park	1132
1093	1400 Santa Barbara Street	Parks	Alameda Park	1133
1094	1400 Santa Barbara Street	Parks	Alameda Park	1134
1095	1400 Santa Barbara Street	Parks	Alameda Park	1135
1096	1400 Santa Barbara Street	Parks	Alameda Park	1136
1097	1400 Santa Barbara Street	Parks	Alameda Park	1137
1098	1400 Santa Barbara Street	Parks	Alameda Park	1138
1099	1400 Santa Barbara Street	Parks	Alameda Park	1139

Number	Street Address	Division	Description	Serial Number
1100	1400 Santa Barbara Street	Parks	Alameda Park	1140
1101	1400 Santa Barbara Street	Parks	Alameda Park	1141
1102	1400 Santa Barbara	Parks	Alameda Park	1142
1103	1400 Santa Barbara Street	Parks	Alameda Park	1143
1104	1400 Santa Barbara Street	Parks	Alameda Park	1144
1105	1400 Santa Barbara Street	Parks	Alameda Park	1145
1106	1400 Santa Barbara Street	Parks	Alameda Park	1146
1107	1400 Santa Barbara Street	Parks	Alameda Park	1147
1108	1400 Garden Street	Parks	Alameda Park	1148
1109	1400 Santa Barbara Street	Parks	Alameda Park	1149
1110	1500 Santa Barbara Street	Parks	Alameda Park	1150
1111	1102 East Montecito	Streets	N/A	1151
1112	1102 East Montecito	Streets	N/A	1152
1113	1102 East Montecito	Streets	N/A	1153
1114	1102 East Montecito	Streets	Eastside Library	1154
1115	1102 East Montecito	Streets	N/A	1155
1116	423 West Victoria	Parks	N/A	1156
1117	423 West Victoria	Streets	N/A	1157
1118	1400 Kenwood Drive	Parks	Hilda Ray Park	1158
1119	1400 Kenwood Drive	Parks	Hilda Ray Park	1159
1120	1400 Kenwood Drive	Parks	Hilda Ray Park	1160
1121	1400 Kenwood Drive	Parks	Hilda Ray Park	1161
1122	1400 Kenwood Drive	Parks	Hilda Ray Park	1162
1123	1400 Kenwood Drive	Parks	Hilda Ray Park	1163
1124	1400 Kenwood Drive	Parks	Hilda Ray Park	1164
1125	1400 Kenwood Drive	Parks	Hilda Ray Park	1165
1126	1400 Kenwood Drive	Parks	Hilda Ray Park	1166
1127	1400 Kenwood Drive	Parks	Hilda Ray Park	1167

Number	Street Address	Division	Description	Serial Number
1128	1400 Kenwood Drive	Parks	Hilda Ray Park	1168
1129	1400 Kenwood Drive	Parks	Hilda Ray Park	1169
1130	1400 Kenwood Drive	Parks	Hilda Ray Park	1170
1131	1400 Kenwood Drive	Parks	Hilda Ray Park	1171
1132	1400 Kenwood Drive	Parks	Hilda Ray Park	1172
1133	1400 Kenwood Drive	Parks	Hilda Ray Park	1173
1134	1246 Calle Canon	Parks	Escondido Park	1174
1135	1246 Calle Canon	Parks	Escondido Park	1175
1136	1246 Calle Canon	Parks	Escondido Park	1176
1137	1246 Calle Canon	Parks	Escondido Park	1177
1138	1246 Calle Canon	Parks	Escondido Park	1178
1139	1246 Calle Canon	Parks	Escondido Park	1179
1140	3111 State Street	Parks	Mackenzie Park	1180
1141	3111 State Street	Parks	Mackenzie Park	1181
1142	3111 State Street	Parks	Mackenzie Park	1182
1143	3111 State Street	Parks	Mackenzie Park	1183
1144	3111 State Street	Parks	Mackenzie Park	1184
1145	3111 State Street	Parks	Mackenzie Park	1185
1146	3111 State Street	Parks	Mackenzie Park	1186
1147	3111 State Street	Parks	Mackenzie Park	1187
1148	3111 State Street	Parks	Mackenzie Park	1188
1149	3111 State Street	Parks	Mackenzie Park	1189
1150	3111 State Street	Parks	Mackenzie Park	1191
1151	3111 State Street	Parks	Mackenzie Park	1192
1152	3111 State Street	Parks	Mackenzie Park	1193
1153	3111 State Street	Parks	Mackenzie Park	1194
1154	3111 State Street	Parks	Mackenzie Park	1195
1155	3111 State Street	Parks	Mackenzie Park	1196
1156	3111 State Street	Parks	Mackenzie Park	1197
1157	3111 State Street	Parks	Mackenzie Park	1198
1158	156 Canon Drive	Parks	San Roque Park	1200
1159	156 Canon Drive	Parks	San Roque Park	1201
1160	502 Vera Cruz Avenue	Parks	Plaza Vera Cruz Park	1202
1161	133 East Haley	Parks	Plaza del Mar	1203
1162	115 East haley	Parks	Plaza Vera Cruz Park	1204
1163	2619 Borton Drive	Parks	Douglas Preserve (Wilcox Property)	1205

Number	Street Address	Division	Description	Serial Number
1164	2619 Borton Drive	Parks	Douglas Preserve (Wilcox Property)	1206
1165	2547 Medcliff Road	Parks	Douglas Preserve (Wilcox Property)	1207
1166	2547 Medcliff Road	Parks	Douglas Preserve (Wilcox Property)	1208
1167	3111 State Street	Parks	Mackenzie Park	1209
1168	3111 State Street	Parks	Mackenzie Park	1210
1169	3111 State Street	Parks	Mackenzie Park	1211
1170	250 Canon Drive	Parks	Stevens Park	1251
1171	250 Canon Drive	Parks	Stevens Park	1252
1172	250 Canon Drive	Parks	Stevens Park	1253
1173	258 Canon Drive	Parks	Stevens Park	1254
1174	612 Mission Ridge Road	Parks	Parma Park	1255
1175	612 Mission Ridge Road	Parks	Parma Park	1256
1176	530 Mountain Drive	Parks	Sheffield Reservoir	1257
1177	830 CA-192	Parks	Sheffield Reservoir	1258
1178	530 Mountain Drive	Parks	Sheffield Reservoir	1259
1179	530 Mountain Drive	Parks	Sheffield Reservoir	1260
1180	11 West Figueroa	Downtown Parking	N/A	1261
1181	420 Plaza Rubio	Parks	Mission Rose Garden	1262
1182	414 Plaza Rubio	Parks	Mission Rose Garden	1263
1183	424 Plaza Rubio	Parks	Mission Rose Garden	1264
1184	414 Plaza Rubio	Parks	N/A	1265
1185	1226 San Pascual	Parks	Bohnett Park	1266
1186	1226 San Pascual	Parks	Bohnett Park	1267
1187	1226 San Pascual	Parks	Bohnett Park	1268
1188	1226 San Pascual	Parks	Bohnett Park	1269
1189	1226 San Pascual	Parks	Bohnett Park	1270
1190	612 Mission Ridge Road	Parks	Bohnett Park	1271
1191	1226 San Pascual	Parks	Bohnett Park	1272
1192	1236 San Andres	Parks	Bohnett Park	1273
1193	1226 San Pascual	Parks	Bohnett Park	1274
1194	4027 Primavera Rd	Streets	N/A	1275
1195	4046 Primavera Rd	Streets	N/A	1276
1196	1235 Shoreline	Parks	Shoreline Park	1277
1197	1230 Shoreline	Parks	Shoreline Park	1278
1198	3512 Cliff Drive	Streets	N/A	1279
1199	3512 Cliff Drive	Streets	N/A	1280
1200	3512 Cliff Drive	Streets	N/A	1281

Number	Street Address	Division	Description	Serial Number
1201	1500 Santa Barbara Street	Parks	Alice Keck Park	1282
1202	1500 Santa Barbara Street	Parks	Alice Keck Park	1283
1203	1500 Santa Barbara Street	Parks	Alice Keck Park	1284
1204	1500 Santa Barbara Street	Parks	Alice Keck Park	1285
1205	1500 Santa Barbara Street	Parks	Alice Keck Park	1286
1206	1500 Santa Barbara Street	Parks	Alice Keck Park	1287
1207	1500 Santa Barbara Street	Parks	Alice Keck Park	1288
1208	1500 Santa Barbara Street	Parks	Alice Keck Park	1289
1209	1500 Santa Barbara Street	Parks	Alice Keck Park	1290
1210	1500 Santa Barbara Street	Parks	Alice Keck Park	1291
1211	1500 Santa Barbara Street	Parks	Alice Keck Park	1292
1212	1500 Santa Barbara Street	Parks	Alice Keck Park	1293
1213	1500 Santa Barbara Street	Parks	Alice Keck Park	1294
1214	1500 Santa Barbara Street	Parks	Alice Keck Park	1295
1215	1500 Santa Barbara Street	Parks	Alice Keck Park	1296
1216	1500 Santa Barbara Street	Parks	Alice Keck Park	1297
1217	1500 Santa Barbara Street	Parks	Alice Keck Park	1298
1218	1500 Santa Barbara Street	Parks	Alice Keck Park	1299
1219	1500 Santa Barbara Street	Parks	Alice Keck Park	1300
1220	1500 Santa Barbara Street	Parks	Alice Keck Park	1301
1221	1500 Santa Barbara Street	Parks	Alice Keck Park	1302
1222	1500 Santa Barbara Street	Parks	Alice Keck Park	1303
1223	1500 Santa Barbara Street	Parks	Alice Keck Park	1304
1224	1500 Santa Barbara Street	Parks	Alice Keck Park	1305
1225	1500 Santa Barbara Street	Parks	Alice Keck Park	1306
1226	1500 Santa Barbara Street	Parks	Alice Keck Park	1307

Number	Street Address	Division	Description	Serial Number
1227	1500 Santa Barbara Street	Parks	Alice Keck Park	1308
1228	1500 Santa Barbara Street	Parks	Alice Keck Park	1309
1229	1400 Santa Barbara	Parks	Alameda Park	1310
1230	1400 Santa Barbara	Parks	Alameda Park	1311
1231	1400 Santa Barbara	Parks	Alameda Park	1312
1232	1400 Santa Barbara	Parks	Alameda Park	1313
1233	1400 Santa Barbara	Parks	Alameda Park	1314
1234	1400 Santa Barbara	Parks	Alameda Park	1315
1235	1400 Santa Barbara	Parks	Alameda Park	1316
1236	1400 Santa Barbara	Parks	Alameda Park	1317
1237	1400 Santa Barbara	Parks	Alameda Park	1318
1238	1330 State St.	Streets	N/A	2000
1239	1 W Arrellaga	MTD	N/A	2002
1240	126 W Montecito	Parks	N/A	2003
1241	1024 Chapala	Downtown Parking	Lot 3	2013
1242	101 West Montecito	Streets	N/A	2014
1243	800 Cliff	MTD	N/A	2015
1244	800 Cliff	MTD	N/A	2016
1245	799 Cliff Dr	MTD	N/A	2017
1246	Coronel	MTD	N/A	2018
1247	221 North Salinas	MTD	N/A	2019
1248	23 N Salinas	MTD	N/A	2020
1249	1509 San Andres	Streets	N/A	2022
1250	309 West Carrillo	Streets	N/A	2024
1251	1711 Cliff Drive	MTD	N/A	2025
1252	132 E. ANAPAMU	MTD	N/A	2026
1253	8 West Cabrillo	Parks	N/A	2027
1254	8 East Cabrillo	Parks	N/A	2028
1255	10 West Cabrillo	Parks	N/A	2029
1256	3891 State Street	MTD	N/A	2031
1257	8 West Cabrillo	Parks	N/A	2034
1258	10 West Cabrillo	Parks	N/A	2035
1259	10 West Cabrillo	Parks	N/A	2036
1260	3891 State St	MTD	N/A	2038
1261	617 Milpas	Streets	N/A	2039
1262	609 Milpas	Streets	N/A	2040
1263	236 East Cabrillo	Downtown Parking	Lot 7	2041
1264	228 East Cabrillo	Waterfront	N/A	2042

Number	Street Address	Division	Description	Serial Number
1265	1112 East Cabrillo		N/A	2043
1266	1108 East Cabrillo	Parks	N/A	2044
1267	1082 East Cabrillo		N/A	2045
1268	1210 East Cabrillo		N/A	2046
1269	1114 East Cabrillo		N/A	2047
1270	1096 East Cabrillo		N/A	2048
1271	1084 East Cabrillo		N/A	2049
1272	1213 Shoreline	Parks	Shoreline Park	2050
1273	21 East Anapamu	Streets	Granada Lot	2051
1274	29 State Street	Streets	N/A	2052
1275	27 State Street	Streets	N/A	2053
1276	23 State Street	Streets	N/A	2054
1277	383 East Cabrillo	Waterfront	Harbor	2055
1278	383 East Cabrillo	Waterfront	Harbor	2056
1279	381 East Cabrillo	Parks	N/A	2057
1280	415 Shoreline Drive		N/A	2058
1281	634 East Cabrillo		N/A	2059
1282	161 East Cabrillo	Streets	N/A	2060
1283	161 East Cabrillo	Streets	N/A	2061
1284	323 East Cabrillo	Parks	Chase Palm Park	2062
1285	323 East Cabrillo	Parks	Chase Palm Park	2063
1286	155 East Cabrillo	Streets	N/A	2064
1287	129 East Cabrillo	Streets	Chase Palm Park	2065
1288	129 East Cabrillo	Streets	Chase Palm Park	2066
1289	323 East Cabrillo	Parks	Chase Palm Park	2067
1290	323 East Cabrillo	Parks	Chase Palm Park	2068
1291	129 East Cabrillo	Parks	Chase Palm Park	2069
1292	129 East Cabrillo	Streets	Chase Palm Park	2070
1293	323 East Cabrillo	Parks	Chase Palm Park	2071
1294	29 State Street	Streets	N/A	2072
1295	29 State Street	Streets	N/A	2073
1296	161 East Cabrillo	Streets	N/A	2074
1297	323 East Cabrillo	Parks	Chase Palm Park	2076
1298	323 East Cabrillo	Parks	Chase Palm Park	2077
1299	1854 Cliff Drive	Streets	N/A	2078
1300	1852 Cliff Drive	Streets	N/A	2079
1301	1852 Cliff Drive	Streets	N/A	2080
1302	1828 Cliff Drive	Streets	N/A	2081
1303	200 Meigs Road	Parks	La Mesa Park	2082
1304	200 Meigs Road	Parks	La Mesa Park	2083

Number	Street Address	Division	Description	Serial Number
1305	200 Meigs Road	Parks	La Mesa Park	2084
1306	200 Meigs Road	Parks	La Mesa Park	2085
1307	200 Meigs Road	Parks	La Mesa Park	2086
1308	200 Meigs Road	Parks	La Mesa Park	2087
1309	200 Meigs Road	Parks	La Mesa Park	2088
1310	200 Meigs Road	Parks	La Mesa Park	2089
1311	200 Meigs Road	Parks	La Mesa Park	2090
1312	200 Meigs Road	Parks	La Mesa Park	2091
1313	200 Meigs Road	Parks	La Mesa Park	2092
1314	117 State Street	Streets	N/A	2093
1315	117 State Street	Streets	N/A	2094
1316	1223 East Yanonali		N/A	2095
1317	1235 East Yanonali		Eastside Park	2096
1318	1201 East Yanonali		N/A	2097
1319	1215 East Yanonali		Eastside Park	2098
1320	1209 East Yanonali		N/A	2099
1321	1209 East Yanonali		N/A	2100
1322	1201 East Yanonali		N/A	2101
1323	1223 East Yanonali		Eastside Park	2102
1324	1235 East Yanonali		Eastside Park	2103
1325	1201 East Yanonali		Eastside Park	2104
1326	1215 East Yanonali		Eastside Park	2105
1327	1209 East Yanonali		Eastside Park	2106
1328	1209 East Yanonali		Eastside Park	2107
1329	1201 East Yanonali		Eastside Park	2108
1330	1215 East Yanonali		Eastside Park	2109
1331	1246 Calle Canon	Parks	Escondido Park	2110
1332	1246 Calle Canon	Parks	Escondido Park	2111
1333	1246 Calle Canon		N/A	2112
1334	1246 Calle Canon	Parks	Escondido Park	2113
1335	1246 Calle Canon		N/A	2114
1336	1246 Calle Canon	Parks	Escondido Park	2115
1337	1040 Calle De Los Amigos	Parks	Hidden Valley Park	2116
1338	3111 State Street	Parks	Mackenzie Park	2117
1339	3111 State Street	Parks	Mackenzie Park	2118
1340	3227 State Street		Mackenzie Park	2119
1341	3111 State Street	Parks	Mackenzie Park	2120
1342	3227 State Street		Mackenzie Park	2121
1343	3111 State Street	Parks	Mackenzie Park	2122
1344	3227 State Street		Mackenzie Park	2123

Number	Street Address	Division	Description	Serial Number
1345	3111 State Street	Parks	Mackenzie Park	2124
1346	3227 State Street		N/A	2125
1347	3111 State Street	Parks	Mackenzie Park	2126
1348	250 Canon Drive	Parks	Stevens Park	2137
1349	250 Canon Drive		N/A	2138
1350	250 Canon Drive		N/A	2139
1351	250 Canon Drive	Parks	Stevens Park	2140
1352	250 Canon Drive	Parks	Stevens Park	2141
1353	250 Canon Drive	Parks	Stevens Park	2142
1354	250 Canon Drive	Parks	Stevens Park	2143
1355	250 Canon Drive		N/A	2144
1356	250 Canon Drive	Parks	Stevens Park	2145
1357	250 Canon Drive		Stevens Park	2146
1358	250 Canon Drive	Parks	Stevens Park	2147
1359	220 East Sola	Streets	Alameda Park	2148
1360	1400 Santa Barbara Street	Parks	Alameda Park	2149
1361	1400 Santa Barbara Street	Parks	Alameda Park	2150
1362	1400 Santa Barbara Street	Parks	Alameda Park	2151
1363	1400 Santa Barbara Street	Parks	Alameda Park	2152
1364	201 Castillo		Pershing Park	2153
1365	201 Castillo		N/A	2154
1366	201 Castillo	Parks	Pershing Park	2155
1367	201 Castillo	Parks	Pershing Park	2156
1368	201 Castillo	Parks	Pershing Park	2157
1369	201 Castillo	Parks	Pershing Park	2158
1370	201 Castillo	Parks	Pershing Park	2159
1371	201 Castillo	Parks	Pershing Park	2160
1372	1704 State Street	Streets	N/A	2161
1373	3613 San Remo Drive	Streets	N/A	2162
1374	3639 San Remo Drive	Streets	N/A	2163
1375	3613 San Remo Drive	Streets	N/A	2164
1376	3639 San Remo Drive	Streets	N/A	2165
1377	1226 san pascual		Bohnett Park	2166
1378	1226 san pascual		Bohnett Park	2167
1379	1226 san pascual		N/A	2168
1380	1226 san pascual		Bohnett Park	2169

Number	Street Address	Division	Description	Serial Number
1381	1226 san pascual		Bohnett Park	2170
1382	1226 san pascual		Bohnett Park	2171
1383	1226 San Pascual		Bohnett Park	2172
1384	1226 San Pascual		Bohnett Park	2173
1385	1226 San Pascual		N/A	2174
1386	1226 San Pascual		Bohnett Park	2175
1387	1226 San Pascual		Bohnett Park	2176
1388	1226 San Pascual		Bohnett Park	2177
1389	314 West Ortega	Streets	N/A	2178
1390	100 West Carrillo	Streets	N/A	2179
1391	1020 Chapala	Streets	Lot 3	2180
1392	100 West Carrillo	Streets	N/A	2181
1393	6 East Anapamu	Streets	N/A	2182
1394	424 Plaza Rubio	Parks	Mission Rose Garden	2183
1395	424 Plaza Rubio	Parks	Mission Rose Garden	2184
1396	434 Plaza Rubio		N/A	2185
1397	424 Plaza Rubio	Parks	Mission Rose Garden	2186
1398	424 Plaza Rubio	Parks	Mission Rose Garden	2187
1399	470 East Los Olivos		N/A	2188
1400	424 Plaza Rubio	Parks	Mission Rose Garden	2189
1401	402 Plaza Rubio		Mission Rose Garden	2190
1402	600 Aurora	MTD	N/A	2191
1403	600 East Ortega	Parks	Ortega Park	2192
1404	31 East Figueroa	Streets	N/A	2193
1405	13 East Figueroa	Streets	N/A	2194
1406	203 Chapala	Streets	N/A	2195
1407	Santa Barbara Street	Streets	N/A	2196
1408		Waterfront	Cabrillo East Lot	2249
1409		Waterfront	Cabrillo West Lot	2250
1410		Waterfront	Palm Park Lot	2251
1411		Waterfront	Palm Park Lot	2252
1412		Waterfront	N/A	2253
1413		Waterfront	N/A	2254
1414		Waterfront	Palm Park Lot	2255
1415		Waterfront	Palm Park Lot	2256
1416		Waterfront	Palm Park Lot	2257
1417		Waterfront	Palm Park Lot	2258
1418		Waterfront	Palm Park Lot	2259
1419		Waterfront	Palm Park Lot	2260
1420		Waterfront	N/A	2261

Number	Street Address	Division	Description	Serial Number
1421		Waterfront	Palm Park Lot	2262
1422		Waterfront	Palm Park Lot	2263
1423		Waterfront	Palm Park Lot	2264
1424		Waterfront	N/A	2265
1425		Waterfront	Harbor	2266
1426		Waterfront	Harbor	2267
1427		Waterfront	N/A	2268
1428		Waterfront	Harbor	2269
1429		Waterfront	Harbor	2270
1430		Waterfront	N/A	2271
1431		Waterfront	Harbor	2272
1432		Waterfront	Cabrillo East Lot	2273
1433		Waterfront	Cabrillo West Lot	2274
1434		Waterfront	Harbor	2275
1435		Waterfront		2276
1436		Waterfront		2277
1437		Waterfront	Palm Park Lot	2278
1438		Waterfront	Palm Park Lot	2279
1439		Waterfront	Palm Park Lot	2280
1440		Waterfront	Harbor	2281
1441		Waterfront	Harbor	2282
1442		Waterfront	Harbor	2283
1443		Waterfront	Harbor	2284
1444		Waterfront	Palm Park Lot	2285
1445		Waterfront	Palm Park Lot	2286
1446		Waterfront	Palm Park Lot	2287
1447		Waterfront	Palm Park Lot	2288
Total Containers: 1447				

## **EXHIBIT 9 CUSTOMER SERVICE POLICY**

All Customer complaints and misses are recorded in the Customer's notepad file within their i-Pak account. It is Contractor's policy to respond to all complaints and misses within 24 hours, and the resolutions to these problems are also recorded in that same file. This leaves a permanent record of all issues, which is summarized monthly for each jurisdiction.

### **Missed Service**

If a Customer indicates that their service was missed, Contractor will Collect missed pickups as soon as possible but no later than the next Contract Service Day.

### **Noise Complaints**

Occasionally, Customers complain about the noise of the Collection Vehicles occurring too early in the morning. In those cases, the appropriate route supervisor is informed. If possible, routes will be rearranged so as to pass by the sensitive area at a different time of Day.

### **Spills and Litter**

All drivers are trained to respond properly in the event of spills. Each Vehicle is equipped with an absorbent spill kit, and the drivers report all spills to either their route supervisor or Contractor's safety manager. This spill kit contains sixteen (16) absorbent spill pads. Each pad is 16" x 18" and can absorb acids, bases, solvents, water-based fluids, gasoline and more. Drivers are also trained to Collect any litter that results from Collection. In the case of overloaded Bins, the Customer is called and informed that their Bin was overflowing, and the situation is monitored to determine if the Customer needs to add more service. Contractor also owns and operates a street sweeper to handle large amounts of litter, particularly by the sides of roadways.

### **Damaged or Missing Containers**

Reports of broken, missing, or graffiti-covered Containers may come from the Customer, or from the driver who observes a problem along their route. In either case, an order to exchange or replace the Container is dispatched by the following Day, through the work order procedures outlined above. The Customer is not charged for this service or for the new Container.

### **Collection Schedule Changes**

Rarely, Collection schedules must be changed for various reasons. The Customer is always informed by mail at least one month before the change. For the first week after the change, the Customer is also not charged if drivers are required to go back due to Containers not being placed out for service.

On service weeks that contain one of the six Holidays observed by Contractor (New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, and Christmas),

Residential service is delayed by one Day following the Holiday. An e-mail reminder for this schedule change is sent to all affected Customers in the week prior to the Holiday. This information is also published on our website, and provided in a newsletter that is regularly mailed to our Residential Customers.

Commercial accounts are generally not affected by Holidays, with the exception of service that is scheduled on Thanksgiving Day or Christmas Day. For any businesses that are closed for a Holiday and therefore unable to provide access to their Containers, the route supervisor works with the businesses and the appropriate drivers to ensure that the Containers are serviced as soon as is practical.

### **Other Complaints**

All other issues are reported directly to the appropriate manager for resolution. If needed, the route supervisors or safety manager will meet with the complaining Party to see the problem first-hand and develop a solution.

**EXHIBIT 10**  
**NON-COLLECTION NOTICE (RED TAG)**

Contractor will attach a copy of its Non-Collection Notice, in form acceptable to City, including the following information:

1. the date and time it is given,
2. the complete address of the Premises,
3. the reason for the non-Collection,
4. The premium charge, if any, to Customer for Contractor to return and Collect the Container after Customer removes the Contamination.
5. Contractor telephone number and any other information, and
6. the manner in which Customer should discard materials.

Contractor may change this form of Notice if City accepts the changes.



MarBorg Industries  
 P.O. Box 4127  
 Santa Barbara, CA 93140  
 (805) 963-1852

963-1852

**RE: TRASH COLLECTION M T W TH F S**

Dear Customer,

We are eager to provide you with good service. However:

- We were NOT able to provide your regular service today due to the reasons below.
- We serviced today, but this condition must be corrected prior to your next collection day.

1.  Container(s) not out.
2.  Gate/Door locked.
3.  Container(s) too heavy (Cans – 60 lb. limit).
4.  Container(s) overloaded.
5.  Container(s) packed too tightly.  
(for safety reasons, collectors are not allowed to reach into filled containers).
6.  Too much trash on or around container(s).
7.  Illegal containers (32 gallon max).
8.  Hazardous or other unacceptable materials.
9.  Hot ashes.
10.  Menacing dog.
11.  Too many items. Only pay for \_\_\_\_\_
12.  Improper container(s). Boxes/shopping bags are not proper containers. Please provide metal or rubber container, 32 lb max with lids/handles.
13.  Container(s) blocked by \_\_\_\_\_
14.  Special pick up needed. Please call office.
15.  Need more service. Please call office.
16.  Container(s) unsafe. Please replace.
17.  Other \_\_\_\_\_
18.  Contaminated yard waste container(s).
19.  Contaminated recycling cart(s).
20.  Container(s) unsafe. Please replace.

We did empty \_\_\_\_\_ cans/bags today. **963-1852**

## **EXHIBIT 11 MONTHLY REPORTS**

Monthly Reports shall be submitted by Contractor to City by the 25<sup>th</sup> Day of Following Month and shall include the following information pertaining to the most recently-completed calendar month. In addition, each Monthly Report shall include a year-to-date summary page that includes the data submitted from the Monthly Report(s) submitted in the calendar Year prior to the submittal of the current Monthly Report. Contractor shall report the information included in the following Subsections.

### **A. Tonnage Report**

1. Contractor shall report the total quantities in Tons of Discarded Materials Collected, Processed, and Disposed by the Contractor, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology pursuant to weighing protocols in Section D of Exhibit 13. Tonnage shall be reported separately by:
  - a. Material type collected, by container type, and by customer type which shall include, at a minimum, separate reporting of Source Separated Recyclable Materials, SSGCOW, Mixed Waste, and any other type of Discarded Material separately Collected by Contractor (including, but not limited to: Bulky Items, dirt, rock, metals, cardboard, wood waste, Reusable Items, Salvageable Materials, etc.);
  - b. Customer/sector type (Small Residential, Large Residential, Commercial Roll-Off); and,
  - c. Approved Facility and Facility type.
  - d. Tons of material delivered to any landfill for disposal, for alternative daily cover ("ADC"), and/or other beneficial uses constituting diversion, and tons of material diverted from landfills and make such records available to the City upon request.
2. Report Residue level and Tonnage for all Discarded Materials Processed, listed separately by material type Collected and Approved Facility(ies) used.
3. Documentation of all Discarded Materials exported out of State, as provided in 14 CCR Sections 18800 through 18813.
4. A summary of Abandoned Waste incidents, including: total number of incidents, the address of each incident.

### **B. Diversion Report**

Contractor shall report the Diversion level for each month and the cumulative year-to-date Diversion Level.

## **C. Contamination Monitoring Report**

### **Option 1: Hauler Route Reviews**

The Contractor shall submit the following information regarding contamination monitoring Hauler Route reviews:

1. The number of Hauler Route reviews conducted;
2. Description of the Contractor's process for determining the level of contamination;
3. A record of each inspection and contamination incident, which shall include, at a minimum:
  - a. Name of the Customer
  - b. Address of the Customer
  - c. The date the contaminated Container was observed
  - d. The staff who conducted the inspection
  - e. The total number of Violations found, and a description of what action was taken for each
  - f. Copies of all Notices issued to Generators with Prohibited Container Contaminants
  - g. Any photographic documentation or supporting evidence.
4. Documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants;
5. Any other information reasonably requested by the City or specified in contamination monitoring provisions of this Agreement.

### **Option 2: Waste Evaluations**

The Contractor shall submit the following information regarding waste evaluations:

1. A description of the Contractor's process for conducting waste evaluations.
2. Documentation of the results of the waste evaluation studies, including information on and the number of targeted Hauler Route reviews conducted as a result of the waste evaluations. The documentation shall at a minimum include: dates of the studies; the location of the Facility where the study was performed; Hauler Routes from which samples were Collected, and number of Generators on those Hauler Routes; the source sector (Customer type) of the material (Small Residential, Large Residential, or Commercial); number of samples Collected; total sample size (in pounds); weight of Prohibited Container Contaminants (in pounds); ratio of Prohibited Container Contaminants to total sample size; and,

any photographic documentation taken or other physical evidence gathered during the process

3. Copies of all Notices issued to Generators with Prohibited Container Contaminants.
4. Documentation of the number of loads or Containers where the contents were Disposed due to observation of Prohibited Container Contaminants, including the total weight of material Disposed, and proof of consent from the City to Dispose of such material if given in a form other than this Agreement.
5. Any other information reasonably requested by the City, or specified in contamination monitoring provisions of this Agreement.

## **E. Customer Service Report**

1. Customer complaint log, including missed pickups, and a description of how each complaint was resolved.
2. Number of Customer calls overall and separate totals for the number of customer complaints, reports of missed pickups, and other calls generating a work order in the Contractor's system. Contractor shall provide information regarding the nature of complaints and shall document and report resolution of all complaints.
3. Dates and locations of reported missed Collections
4. Contractor shall maintain a record of all SB 1383 Regulatory non-compliance complaints and responses and submit the following information:
  - a. Total number of complaints received and total number of complaints investigated
  - b. Copies of documentation recorded for each complaint received, which shall at a minimum include the following information:
    - i. The complaint as received;
    - ii. The name and contact information of the complainant, if the complaint is not submitted anonymously;
    - ii. The identity of the alleged violator, if known;
    - iii. A description of the alleged Violation; including location(s) and all other relevant facts known to the complainant;
    - iv. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and,
    - v. The identity of any witnesses, if known.
  - c. Copies of all complaint reports submitted to the City;
  - d. Copies of all investigation reports submitted to the City, which shall include at a minimum:
    - i. The complaint as received;

- ii. The date the Contractor investigated the complaint;
- iii. Documentation of the findings of the investigation;
- iv. Any photographic or other evidence collected during the investigation; and,
- v. Contractor’s recommendation to the City on whether or not the entity investigated is in Violation of SB 1383 Regulations based on the Contractor’s investigation.

**F. Education Program Report**

The monthly status of activities identified in the annual public education plan.

**G. Discarded Materials Evaluation Reports**

In accordance with Section F.2 of Exhibit 13, Contractor shall provide reports of evaluations of Discarded Materials conducted at Approved Facilities.

**H. Other Reports**

In its Monthly Report, Contractor will include the following other reports:

<b>REPORTING OBLIGATION</b>
Customers’ Notices of damaged property, with resolution
Phone response standards
Approved Facility Tonnage and City RDRS Tonnage
A discussion of Contract Service or operational problems and their resolution or planned action
Gross receipts of Contractor billed Customers and calculated Fees
Any other information requested by City related to Contractor providing Contract Services and satisfying its obligations, and to this Agreement

Contractor will represent and warrant that it has met its obligations during that month, or describe any that it has *not* met.

## **EXHIBIT 12 ANNUAL REPORTS**

In addition to the Monthly Reporting requirements in Exhibit 11, the Contractor shall provide an Annual Report, covering the most recently-completed calendar Year, in accordance with the format and submittal requirements of this Exhibit. The Annual Report shall include the information in the following Subsections.

### **A. Collection and Subscription Report**

1. A summary of all data provided in the Tonnage report and Diversion report sections, including quarterly and annual totals and averages.
2. Reconciliation of any adjustments from prior Monthly Reports. Reconciliation of any adjustments from prior Monthly Reports.
3. Substantiated demonstration of compliance (or non-compliance) with the minimum diversion requirement of Contractor's portion of Total Solid Waste collected.
4. Substantiated demonstration of compliance (or non-compliance) with AB 341 Diversion requirements.
5. A statement by Contractor's Chief Executive Officer either 1) that no events subsequent to the preparation of the last financial statement submitted pursuant hereto have materially changed Contractor's financial status or condition, or 2) describing any material changes in Contractor's financial status or condition since the preparation of the last financial statement.
6. The type(s) of Collection service(s) provided, a list of all Hauler Routes serviced, and a record of the addresses served on each Hauler Route.

### **B. Processing Facility Report**

1. Temporary Equipment or Operations Failure: If the Contractor is granted a Processing Facility temporary equipment or operational failure waiver, the Contractor shall include the following documents and information:
  - a. The number of Days the Processing Facility temporary equipment waiver or operation failure waiver was in effect;
  - b. Copies of any notifications sent to the City, and copies of City Notices to Contractor;
  - c. Documentation setting forth the date of issuance of the waiver, the timeframe for the waiver; and,
  - d. A record of the tons of Organic Waste, Source Separated Recyclable Materials, SSGCOW, and/or Mixed Waste redirected to an Alternative

Facility or Disposed at an Approved Disposal Facility as a result of the waiver, recorded by Collection Vehicle or Transfer Vehicle number/load, date, and weight.

2. Compostable Plastics in Green Containers: Written notification that the Approved Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics included with the SSGCOW Transported to the Approved Organic Waste Processing Facility.
3. Plastic Bags in Food Waste or Green Containers: Written notification to the City that the Approved Organic Waste Processing Facility has and will continue to have the capabilities to Process and recover plastic bags when it recovers SSGCOW.

### **C. Public Education and Outreach Report**

1. A discussion of public awareness activities, including outreach efforts to Single Family Residential, Multi-Unit Residential and Business Customers, and their impact on recycling participation and recovered amounts.
2. A copy of all education and outreach materials provided to Generators, or otherwise used for education and outreach efforts, including, but not limited to: flyers, brochures, newsletters, invoice messaging/billing inserts, and website and social media postings.
3. A record of the date and to whom the information was disseminated or direct contact made, in the form of a list that includes: the Generator's name or account name, the type of education or outreach received; the distribution date, and the method of distribution.
4. The number of Organic Waste Generators and Commercial Edible Food Generators that received information and the type of education and outreach used.
5. For any mass distribution through mailings or bill inserts, the Contractor shall maintain a record of the date, a copy of the information distributed, and the type and number of accounts that received the information.
6. A copy of electronic media, including the dates posted of: social media posts, e-mail communications, or other electronic messages.
7. A summary of the status of the annual education plan of the reporting Year, including activities conducted and the quantitative and/or qualitative results of those activities.
7. The annual public education plan for the upcoming then-current calendar Year. For example, Contractor submittal of a 2023 Annual Report in February 2024 shall include Contractor submittal of the annual public education plan for calendar Year 2024.
8. Contractor shall maintain a record of all technical assistance efforts conducted, including:

- a. The name and address of the Customer/Generator receiving technical assistance, and account number, if applicable.
  - b. The date of any technical assistance conducted and the type of technical assistance, including, but not limited to: waste assessments, compliance assessments, direct outreach, workshops, meetings, events, and follow-up communications.
  - c. A copy of any written or electronic educational materials distributed during the technical assistance process.
9. A copy of all special event reports submitted to the City.

#### **D. Compliance Monitoring and Enforcement Report**

1. A summary of the total number of SB 1383 Regulatory non-compliance complaints that were received and investigated, and the number of Notices of Violation issued based on investigation of those complaints.
2. The total number of Hauler Route reviews conducted.
3. The number of inspections conducted by type for Commercial Edible Food Generators, and Commercial Businesses.
4. A copy of written and/or electronic Records and documentation for all audits, studies, compliance reviews, and all other inspections conducted.
5. The number of Commercial Businesses that were included in a compliance review performed by the Contractor, the number of Violations identified and recommended for a Notice of non-compliance, and the number of non-compliance Commercial Businesses corrected through compliance reviews, including a list with each Generator's name or account name, address, and Generator type.
6. Copies of all written Notices and educational materials issued to non-compliant Generators.

#### **E. Food Recovery Program Support**

1. The total number of Generators classified as Tier One and Tier Two Commercial Edible Food Generators located within the City.
2. The number of Food Recovery Services and Food Recovery Organizations located and operating within the City that contract or have written agreements with Commercial Edible Food Generators for Food Recovery, if known.

#### **F. Vehicle and Equipment Inventory**

1. A list of all Vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model Year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.

2. If applicable, the name, physical location, and contact information of each entity, operation, or Facility from whom the RNG was procured.
3. If applicable, the total amount of RNG procured by the Contractor for use in Contractor Vehicles, in diesel gallon equivalents (DGE), including copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount procured, Contractor shall include the total amount actually used in Contractor Vehicles in the calendar Year, if these values are different.
4. A complete inventory of Equipment, Vehicles and Containers utilized to Service Customers pursuant the Agreement.

## **G. Customer Revenue and City Fee Payment Report**

Provide a statement detailing gross receipts from all operations conducted or permitted pursuant to this Agreement and report of all City fees paid.

## **H. Additional Reports**

1. Upon Incident Reporting. City may request additional reports or documents in the case of unforeseen events or additional requirements imposed upon the City. The Contractor shall provide the requested reports, documents, or information within ten (10) Business Days upon receipt of the request or within a timeframe determined by the City Contract Manager, which shall not exceed ten (10) Days.
2. AB 901 Reporting. At City's option, City may require that Contractor provide the City copies of Contractor's AB 901 reports on a regular basis (such as monthly, quarterly, or annually) or within ten (10) Business Days of the request.
3. Facility Capacity Planning Information. City may require Contractor to provide City with information of available Organic Waste Processing capacity for any Approved Processing Facilities, where available capacity may include identification of monthly Tons of additional Organic Waste such Approved Facilities have the ability to receive within permitted limits. Contractor shall respond to City within sixty (60) Days of City's request for information regarding available new or expanded capacity, and, at City's option, may be required to submit reports on a more regular basis (such as monthly, quarterly, or annually). If Contractor uses a Subcontractor to perform some or all of the Facility-related services required by this Agreement, Contractor shall secure any City-requested Facility capacity planning information from its Subcontractor(s). The annual Facility capacity planning report shall comply with the following:
  - a. Include reports of current throughput and permitted capacity and available capacity for Recyclable Paper and SSGCOW Processing for any Facility in the City that Processes Recyclable Paper and/or SSGCOW. Existing capacity may include identification of monthly Tons of additional Source Separated Recyclable Materials, SSGCOW, Recyclable Paper, and/or Mixed Waste capacity such Facility has the ability to receive within permitted limits.

- b. Include description of potential new or expanded Processing capacity at those Facilities, operations, and activities for Processing of Recyclable Paper and/or Organic Materials, including information about throughput and permitted capacity necessary for planning purposes.
  - c. Be submitted using a form or format approved by the City Contract Manager.
5. Customized Reports. City may request Contractor to prepare and provide customized reports from Records Contractor is required to maintain.

Contractor will include the following information:

<b>Information</b>
Collated summary of the information contained in prior Monthly Reports for that Contract Year
Reconciliation of any adjustments from prior Monthly Reports
certified results of Vehicle noise tests
updated Container inventory
any information not previously supplied in any Monthly Reports necessary to meet the reporting requirements of the CA IWM Act
Declarations of the current status of any pending criminal or civil litigation relating to the activities of Contractor, Contractor's Parent Company or any subsidiary naming any current officer of the Parent Company or any subsidiary company, if any, as a defendant. For these declarations, "current officers" includes individuals who are presently serving or who have served as an officer of the Parent Company or the subsidiary within the two Years immediately preceding the date of the report.
any other information requested by City related to Contractor providing Contract Services and satisfying its obligations, and to this Agreement

## **EXHIBIT 13**

# **PROCESSING, TRANSFER, AND DISPOSAL SERVICES AND FACILITY STANDARDS**

Contractor has selected and arranged for Discarded Materials to be Transported to Approved Facilities for Transfer, Processing, and/or Disposal in accordance with this Exhibit. The Approved Facilities shall comply with the standards specified in this Exhibit. If the Contractor does not own or operate one or more of the Approved Facilities, with the exception of County-owned Facilities, Contractor shall enter into a subcontract agreement with the owner or Facility operator of such Approved Facility(ies). Note that Contractor, by definition in the Glossary of the Agreement, includes Affiliates, DBAs, and Subcontractors. As a result, requirements of the Agreement and this Exhibit shall pertain to Affiliate(s) and Subcontractors providing Facility-related services. Contractor will not be responsible for the performance of facilities owned by the County.

### **A. General Requirements**

1. **Overview.** Contractor agrees to Transport Discarded Materials it Collects in the City to an appropriate Approved Facility(ies) for Transfer, Processing, or Disposal, as applicable for each type of Discarded Material. As of the Contract Date of this Agreement, the Approved Facilities, which were selected by Contractor and reviewed and approved by the City, are listed in the table on the following page. Contractor will perform all Transfer, Processing, and Disposal services at Approved Facilities in accordance with Applicable Law, standard industry practice, and specifications and other requirements of this Agreement.

### Approved Facilities

Material Type/Container	Approved Transfer Facility (if applicable)	Approved Facility (Processing or Disposal Facility)	Description of Processing Methodology (Material Recovery Facility, Composting Facility, anaerobic digestion, etc.)
Gray Container (Mixed Waste)	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	MRF, Disposal Facility, Anaerobic Digester (organics pulled out of MSW)
Source Separated Recyclable Materials/Carts	County's South Coast Recycling & Transfer Station, 14430 Calle Real, Santa Barbara, 93110 40-AA-0014. Owned and Operated by County of Santa Barbara	ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	Material Recovery Facility
Source Separated Recyclable Materials/Bins	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	Material Recovery Facility
Organic Material/Carts	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	Composting/Mulch Facility/AD Facility

Material Type/Container	Approved Transfer Facility (if applicable)	Approved Facility (Processing or Disposal Facility)	Description of Processing Methodology (Material Recovery Facility, Composting Facility, anaerobic digestion, etc.)
Source Separated Food Waste/Carts and Bins	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	AD Facility
Holiday Trees	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	Composting/Mulch Facility
Organic Material/Bins	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	
Dirty Green Waste	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries. ReSource Center/Tajiguas Landfill, 14470 Calle Real, Santa Barbara 93117, 42-AA-0015. Owned and operated by County of Santa Barbara.	

Material Type/Container	Approved Transfer Facility (if applicable)	Approved Facility (Processing or Disposal Facility)	Description of Processing Methodology (Material Recovery Facility, Composting Facility, anaerobic digestion, etc.)
Bulky Waste	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	
Special Waste (Universal and E-Waste)		MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	
Manure		MarBorg C&D Recycling Facility 119 N. Quarantina Street, Santa Barbara, CA 93103, 40-AA-0066. Owned by Asti Holding Company. Operated by MarBorg Industries.	
ABOP		MarBorg Buy Back Center, 132 Nopalitos Way Santa Barbara, CA 93103	
Recyclable Materials for Buy-back Facilities		MarBorg Buy Back Center, 132 Nopalitos Way Santa Barbara, CA 93103	

2. **Facility Capacity Guarantee.** Contractor shall guarantee that it has arranged for capacity at the Approved Facility(ies) to receive all Discarded Materials Collected by the Contractor. Contractor shall cause the Approved Facility(ies) to Recycle or Process the Discarded Materials as appropriate; market the Source Separated Recyclable Materials and Source Separated Organic Materials recovered from such operations; and Dispose of Residue. Contractor shall provide the City, upon request, with documentation demonstrating the availability of such Transfer (if applicable), Transport, Processing, and Disposal capacity as described below.
  - a. City may request that Contractor report aggregate Facility capacity committed to other entities through Contractor's contracts. City, or its agent, will have the right to seek verification of Contractor's reported aggregate capacity through inspection of pertinent sections of Contractor's contracts with such entities to determine the duration of Contractor's commitment to accept materials from such entities and the type and volume of materials Contractor is obligated to accept through the contracts. In addition, City, or its agent, will have the right to review tonnage reports documenting the past three (3) Years of Tonnage accepted at the Approved Facility(ies) by such entities. To the extent allowed by Law, City, or its agent(s), agree to maintain the confidentiality of the information reviewed related to the individual contracts with other contracting entities and agree to review all related material at the Contractor's office and will not retain any copies of reviewed material. Contractor will fully cooperate with the City's request and provide City, or its agent(s) access to Contractor's Records.
  - b. Upon request, Contractor shall demonstrate that such capacity is available and allocated to the City by provision of its agreement with the Approved Facility(ies) owner(s)/operator(s) (Subcontractor(s)) documenting the Subcontractor's guarantee to accept the Discarded Materials Contractor delivers over the Term of this Agreement and any extensions to the Agreement.
3. **Equipment and Supplies.** Contractor shall equip and operate the Approved Facilities in a manner to fulfill Contractor's obligations under this Agreement, including achieving all applicable standards for Landfill Disposal reduction, Processing, Recycling, Diversion, Residue volume and content, and final product quality standards. Contractor is solely responsible for the adequacy, safety, and suitability of the Approved Facilities. Contractor shall modify, enhance, and/or improve the Approved

Facilities as needed to fulfill service obligations under this Agreement, at no additional compensation from the City or Adopted Rates charged to Customers.

Contractor shall provide all rolling stock, stationary equipment, material storage Containers, spare parts, maintenance supplies, Transfer, Transport, and Processing equipment, and other consumables as appropriate and necessary to operate the Approved Facility(ies) and provide all services required by this Agreement. Contractor shall place the equipment in the charge of competent equipment operators. Contractor shall repair and maintain all equipment at its own cost and expense.

4. **Facility Permits.** Contractor or Facility operator shall keep all existing Permits and approvals necessary for use of the Approved Facility(ies), in full regulatory compliance. Contractor, or Facility operator, shall, upon request, provide copies of Permits and/or Notices of Violation of Permits to the City.
5. **Transfer Facility.** At Contractor's option, Contractor may rely on a Transfer Facility and, in such case, shall Transport and deliver some or all Discarded Materials to the Approved Transfer Facility for pre-Processing (if applicable) and Transfer. At the Transfer Facility, Discarded Materials shall be unloaded from Collection Vehicles and loaded into large-capacity Vehicles and Transported to the Approved Facility(ies) for Processing or Disposal, in a timely manner and in accordance with Applicable Law.

If Contractor delivers some or all Discarded Materials to a Transfer Facility, it shall receive assurances from Facility operator that Facility operator will Transport or arrange for Transport of the Discarded Materials to appropriate Approved Facility(ies) for Processing or Disposal, as applicable for each type of Discarded Material. In such case, Contractor shall receive written documentation from the Facility operator(s) of the Facilities used for Processing and Disposal of Discarded Materials. Contractor shall pay all costs associated with Transport, Transfer, Processing, and/or Disposal of all Discarded Materials Collected in accordance with this Agreement, including marketing of recovered materials and Disposal of all Residue.

Contractor shall comply with separate handling requirements described in this Exhibit.

6. **Contractor-Initiated Change in Facility(ies).** Contractor may change its selection of one or more of the Approved Facility(ies) following the City's

written approval, which may be conditioned on various factors including, but not limited to: the performance of the current versus proposed Facility, the permitting status of and LEA inspection Records related to the proposed Facility, the distance of the Facility from the City, and any other factor that may reasonably degrade the value received by the City. If Contractor elects to use a Facility(ies) that is(are) not listed on the then-current list of Approved Facility(ies) in this Exhibit, it shall submit a written request for approval to the City thirty (30) Business Days prior to the desired date to use the Facility and shall obtain the City's written approval prior to use of the Facility. Contractor's Compensation shall not be adjusted for a Contractor-initiated change in Facilities.

7. **Notification of Emergency Conditions.** Each Approved Facility shall notify the City of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement. Contractor shall notify the City.
8. **Approved Facility Unavailable/Use of Alternative Facility.** If Contractor is unable to use the Approved Facility due to a sudden unforeseen closure of the Facility or other emergency conditions described in Section A.7 in this Exhibit 13, Contractor may use an Alternative Facility provided that the Contractor provides verbal and written Notice to the City and receives written approval from the City at least twenty-four (24) hours prior to the use of an Alternative Facility to the extent reasonably practical given the nature of the emergency or sudden closure. The Contractor's written Notice shall include a description of the reasons the Approved Facility is not feasible and the period of time Contractor proposes to use the Alternative Facility. As appropriate for the type of Discarded Materials to be delivered to the Alternative Facility, the Alternative Facility shall meet the applicable Facility standards in this Agreement and shall be sent to: (i) an allowable Facility, operation, or used for an activity specified by pursuant to 14 CCR Section 18983.1(b) and not subsequently sent to Landfill Disposal; (ii) an "Organic Waste Processing Facility" pursuant to 14 CCR Section 18982(a)(14.5) for applicable Source Separated Recyclable Materials and Source Separated Organic Materials; (iii) a Transfer Facility; or, (iv) a Disposal Facility. If Contractor is interested in using a Facility for Organic Waste Processing technology that is not listed above and not currently approved by CalRecycle, Contractor shall be responsible for securing the approvals necessary from CalRecycle prior to the City's final approval of such Facility or activity, and shall do so in accordance with the procedures specified in 14 CCR Section 18983.2.

If any Approved Facility specified in this Exhibit becomes unavailable for use by Contractor for Discarded Materials Collected in the City for a period of more than two (2) Days, City may designate an Alternative Facility. The Parties agree that the Approved Facility shall only be deemed to be “unavailable” if one or more of the following has occurred: (i) a Force Majeure event has occurred; (ii) a Facility has lost one or more Permits to operate; (iii) a Facility has exhibited a pattern of Violation through the receipt of repeated Notices of Violation from one or more regulatory agencies. Further, the Parties agree that a Facility shall only be deemed to be “unavailable” if the lack of availability of the Facility is not due to Contractor’s negligence, illegal activity, neglect, or willful misconduct. At City’s request, Contractor shall research and propose Alternate Facility(ies) for the impacted Discarded Material(s), and shall submit a written analysis and recommendation to the City within thirty (30) Days concerning the cost for use of Alternative Facility(ies) and any logistical changes that would be required to utilize such Alternative Facility(ies). City and Contractor will discuss the advantages and disadvantages of use of the potential Alternative Facility(ies) and City will designate the approved Alternative Facility(ies). The decision of the City shall be final. The change in Facility shall be treated as City-directed change in scope.

In the event an Approved Facility becomes unavailable due to the negligence, illegal activity, neglect, or willful misconduct of Contractor, Contractor shall bear all additional costs for use of an Alternative Facility including increased Processing costs, Disposal Costs, Transportation costs, Transfer costs, and all other costs.

The table listing Approved Facilities in this Exhibit shall be modified accordingly to reflect the new City-Approved Facility(ies).

If Contractor is not the owner of the new Approved Facility, Contractor shall enter into a subcontract agreement with the Facility operator of the Alternative Facility to require compliance with the requirements of Sections 6.01 and 7.01 of this Agreement and this Exhibit unless City waives one or more requirements.

9. **Discarded Materials Monitoring, /Waste Evaluations, and Capacity Planning Requirements.** Contractor shall conduct material sampling, sorting, and waste evaluations of various material streams as further described in Subsection F in this Exhibit 13 to meet or exceed SB 1383 requirements. Upon City request, the Contractor shall also participate in capacity planning studies.

10. **Compliance with Applicable Law.** Contractor (including its Affiliates and Subcontractors) warrants throughout the Term of this Agreement and any extensions that the Approved Facilities are respectively authorized and permitted to accept Discarded Materials in accordance with Applicable Law and are in full compliance with Applicable Law.
11. **Records and Investigations.** Contractor shall maintain accurate Records of the quantities of Discard Materials Transported to and accepted at the Approved Facility(ies) and shall cooperate with City and any Regulatory Authority in any audits or investigations of such quantities.
12. **Inspection and Investigations.** An authorized City employee or agent shall be allowed to enter each Facility during normal working hours in order to conduct inspections and investigations in order to examine Facility operations; Processing activities; contamination monitoring; material sampling and sorting activities, including inspection of end-of-line materials after sorting; and Records pertaining to the Facility in order to determine compliance with Applicable Law, including SB 1383, to understand protocols and results, and conduct investigations, if needed. Contractor shall permit City or its agent to review or copy, or both, any paper, electronic, or other Records required by City.

## **B. Processing Standards**

1. **Recovery Required.** Contractor agrees to Transport and deliver all Source Separated Recyclable Materials, and Source Separated Organic Materials Collected under this Agreement to the Approved Facility for Processing as applicable for each material type. Contractor shall conduct Processing activities for all Source Separated Recyclable Materials and Source Separated Organic Materials to recover Recyclable Materials and Organic Waste to reduce Disposal. The Processing shall be performed in a manner that minimizes Disposal to the greatest extent practicable and complies with Applicable Law, including SB 1383.
2. **Separate Handling Requirements**
  - a. Contractor shall keep Source Separated Recyclable Materials and Source Separated Organic Materials separate from each other and separate from other Solid Waste streams and shall Process the materials separately from each other and separately from other Solid Waste streams.
  - b. Pursuant to 14 CCR Section 17409.5.6(a)(1), "Remnant Organic Waste" separated from the Mixed Waste for recovery can be

combined with Organic Waste removed from the Source Separated Organic Materials for recovery once the material from the Source Separated Organic Materials has gone through the Organic Waste recovered measurement protocol described in 14 CCR Section 17409.5.4.

3. **Residue Disposal.** Contractor shall be responsible for Disposal of Residue from Processing activities at its own expense and may select the Disposal Facility(ies) to be used for such purpose to be approved by the City.
4. **Processing Facility Residue Guarantees.** Upon request of the City, Contractor shall provide a certified statement from the Facility operator documenting its Residue level. The Residue level shall be calculated separately for each material type and for each Approved Facility used for Recycling and Processing. The Residue level calculation method shall be reviewed and approved by the City.
5. **Source Separated Recyclable Materials Processing Standards**
  - a. Contractor shall arrange for Processing of all Source Separated Recyclable Materials at a Facility that recovers materials designated for Collection in the Blue Container and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as ADC or AIC.
  - b. Limits on Incompatible Materials in recovered Organic Waste:
    1. Limits. Contractor's Transfer/Processing Facility or operation shall only send offsite that Organic Waste (such as Source Separated Blue Container Organic Waste) recovered after Processing Source Separated Recyclable Materials that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):
      - i. On and after January 1, 2023 with no more than 20 percent (20%) of Incompatible Material by weight; and,
      - ii. On and after January 1, 2024 with no more than 10 percent (10%) of Incompatible Material by weight.
    2. Measurement. Contractor shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).

**6. Source Separated Organic Materials Processing Standards.**

- a. Contractor shall arrange for Processing of all Source Separated Organic Materials at a Facility that recovers Source Separated Organic Materials and in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a) which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as ADC or AIC.
- b. Contractor shall arrange for Source Separated Organic Materials Processing at the Approved Organic Waste Processing Facility that meets one or more of the following criteria, and such Facility or operation is capable of and permitted to accept and recover the types of Organic Wastes included in the Source Separated Organic Materials:
  1. “Compostable Material Handling Operation or Facility” as defined in 14 CCR Section 17852(a)(12); small composting facilities that are otherwise excluded from that definition; or community composting as defined within 14 CCR Section 18982(a)(8). The compostable materials handling operation or Facility shall, pursuant to 14 CCR Section 17867(a)(16), demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
    - i. On and after January 1, 2023, less than 20 percent (20%); and,
    - ii. On and after January 1, 2024, less than 10 percent (10%).
  2. An “In-vessel Digestion Operation or Facility” as defined in 14 CCR 17896.5. The in-vessel digestion Facility or operation shall, pursuant to 14 CCR Section 17896.44.1, demonstrate that the percentage of Organic Waste in the materials sent to Disposal is:
    - i. On and after January 1, 2023, less than 20 percent (20%); and,
    - ii. On and after January 1, 2024, less than 10 percent (10%).
  3. A “Biomass Conversion Operation” as defined in Section 40106 of the California Public Resources Code.
  4. Soil amendment for erosion control, revegetation, slope stabilization, or landscaping at a Landfill, that is defined as a reduction in Landfill Disposal in accordance with 14 CCR Section 18983.1(b).
  5. Land application of compostable materials consistent with 14 CCR Section 17852(a)(24.5) and subject to the conditions in 14 CCR Section 18983.1(b)(6).

6. Lawful use as animal feed, as set forth in California Food and Agricultural Code Section 14901 et seq. and Title 3, Division 4, Chapter 2, Subchapter 2 commencing with 14 CCR Article 1, Section 2675.
  7. Other operations or facilities with processes that reduce short-lived climate pollutants that are approved by the State in accordance with 14 CCR Section 18983.2.  
If Contractor is interested in using an operation, Facility, or activity not expressly identified above for Source Separated Organic Materials Processing, Contractor shall be responsible for securing the approvals necessary from CalRecycle prior to the City's final approval of such operation, Facility, or activity, and shall do so in accordance with the procedures specified in 14 CCR Section 18983.2.
- c. Preparation of Materials for Processing. The Contractor shall be responsible for preparing materials for Processing at the Approved Organic Waste Processing Facility, which shall include, but is not limited to, removal of visible physical contaminants such as plastic, glass, metal, and chemicals prior to size reduction.
  - d. Limits on Incompatible Materials in Recovered Organic Waste excluding City-owned Facilities
    1. Limits. Contractor's Transfer/Processing Facility or operation shall only send offsite that Organic Waste recovered after Processing the Source Separated Organic Materials that meets the following requirements or as otherwise specified in 14 CCR Section 17409.5.8(a):
      - i. On and after January 1, 2023 with no more than 20 percent (20%) of Incompatible Material by weight; and,
      - ii. On and after January 1, 2024 with no more than 10 percent (10%) of Incompatible Material by weight.
    2. Measurement. Contractor shall measure the actual levels of Incompatible Materials in accordance with procedures described in 14 CCR Section 17409.5.8(b).
    3. Exceptions. The limits in Section B.6.d.1. of this Exhibit 13 shall not apply to the recovered Organic Waste sent offsite from the Transfer/Processing Facility or operation, if the Contractor sends the recovered Organic Waste from the Transfer/Processing Facility or operation to one or more of

the following types of Facilities that will further Process the Organic Waste, or as otherwise specified in 14 CCR Section 17409.5.7(c):

- i. A Transfer/Processing Facility or operation that complies with Section B.6.d.1. of this Exhibit 13;
  - ii. A compostable materials handling Facility or operation that, pursuant to 14 CCR Section 17867(a)(16), demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:
    - (A) On and after January 1, 2023, less than 20 percent (20%); and,
    - (B) On and after January 1, 2024, less than 10 percent (10%).
  - iii. An in-vessel digestion Facility or operation that, pursuant to 14 CCR Section 17896.44.1, demonstrates that the percentage of Organic Waste in the materials sent to Disposal is:
    - (A) On and after January 1, 2023, less than 20 percent (20%); and,
    - (B) On and after January 1, 2024, less than 10 percent (10%).
  - iv. An activity that meets the definition of a Recycling center as described in 14 CCR Section 17402.5(d).
7. **Plastic Bags.** Contractor shall annually submit to City written Notice, if any, from the Approved Organic Waste Processing Facility confirming said Facility can remove plastic bags when Processing Source Separated Organic Materials.
8. **Compostable Plastics.** If the Approved Organic Waste Processing Facility accepts Compostable Plastics, Franchise may deliver Compostable Plastics to the Approved Facility and shall provide the City with the Facility's written Notice confirming said Facility can Process and recover those Compostable Plastics.
9. **Marketing.** Upon request, Contractor shall provide proof to the City that all Source Separated Recyclable Materials and Source Separated Organic Materials Collected by Contractor were Processed and recovered materials were marketed for Recycling, salvage, or Reuse, or as recovered Organic Waste products in such a manner that materials are not deemed Landfill Disposal pursuant to SB 1383 and in a manner that materials are deemed Diversion pursuant to AB 939. All Residue from the

Recycling and Processing activities that is not marketed shall be reported to the City as Residue and accounted for as Disposal tonnage at the Approved Disposal Facility. No Source Separated Recyclable Materials or Source Separated Organic Materials Material shall be Transported to a domestic or foreign location if Landfill Disposal of such material is its intended use. If Contractor becomes aware that a broker or buyer has illegally handled, Disposed of, or used material generated in the City that is not consistent with Applicable Law, Contractor shall immediately inform the City and terminate its contract or working relationship with such Party. In such case, Contractor shall find an alternative market for the material(s) recovered from the Source Separated Recyclable Materials and Source Separated Organic Materials that is compliant with Applicable Law.

The performance of commodity markets for materials recovered from Source Separated Recyclable Materials shall not be considered a reason for deeming a Facility “unavailable,” nor shall it be considered an acceptable basis for the need to use an Alternative Facility, nor shall it serve as the basis for any adjustment in Contractor’s Compensation under this Agreement, other than as specifically contemplated in Article 9 of this Agreement.

10. **Disposal of Source Separated Recyclable Materials and Source Separated Organic Materials Prohibited.** With the exception of Processing Residue, which shall not exceed the limits established under Applicable Law, Source Separated Recyclable Materials, and Source Separated Organic Materials Collected under this Agreement may not be Disposed of in lieu of Recycling, Processing, or marketing the material, without the expressed written approval of the City.

If for reasons beyond its reasonable control, Contractor believes that it cannot avoid Disposal, including use as ADC or AIC, of the Source Separated Recyclable Materials or Source Separated Organic Materials Collected in the City, then it shall prepare a written request for City approval to Dispose of such material. Such request shall contain the basis for Contractor’s belief (including, but not limited to, supporting documentation), describe the Contractor's efforts to arrange for the Processing of such material, the period required for such Disposal, and any additional information supporting the Contractor's request. In addition, the request shall describe the Contractor’s proposed interim plans for implementation while the City is evaluating its request. If the City objects to the interim plans, the City shall provide written Notice to the Contractor and request an alternative arrangement. The City shall consider the Contractor’s request and inform Contractor in writing of its

decision within thirty (30) Business Days. Depending on the nature of the Contractor's request, City may extend the thirty (30) Business Day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Contractor.

### **C. Mixed Waste Disposal Standards**

1. **Disposal of Mixed Waste Collected.** Contractor shall Transport all Mixed Waste Collected under this Agreement to the Approved Disposal Facility or other Approved Facility for Processing.
2. **Disposal at Approved Facility.** Contractor shall not Dispose of Mixed Waste or Residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.

### **D. Weighing of Discarded Materials**

1. **Maintenance and Operation.** This Section applies to motor Vehicle scales used at the Approved Facilities. Approved Facilities shall be equipped with one or more State-certified motor Vehicle scales in accordance with Applicable Law. Upon request, Contractor shall arrange for Facility operator to provide documentary evidence of such scale certification within ten (10) Days of City's request during the Term. Licensed weigh master(s) shall operate those scales to weigh all inbound and outbound Collection Vehicles Transporting Discarded Materials and all Transfer Vehicles Transporting materials to another site. Contractor shall arrange for Facility operator to provide City with access to weighing information at all times and copies thereof within three (3) Business Days following the City's request. Exceptions to weighing requirements are specified in Subsection D.7. of this Exhibit 13.
2. **Vehicle Tare Weights for Approved Facility(ies).** Within thirty (30) Days prior to the Contract Date, Contractor shall coordinate with the Facility operator(s) to ensure that all Collection Vehicles used by Contractor to Transport Discarded Materials to Approved Facilities are weighed to determine unloaded ("tare") weights. Contractor shall work with Facility operator(s) to electronically record the tare weight, identify Vehicle as Contractor's, and provide a distinct Vehicle identification number for each Vehicle. Contractor shall provide City with a report listing the Vehicle tare weight information upon request. Contractor shall promptly coordinate with Facility operator to weigh additional or replacement Collection Vehicles prior to Contractor placing them into service. Contractor shall check tare

weights at least annually, or within fourteen (14) Days of a City request, and shall re-tare Vehicles immediately after any major maintenance service that could impact the weight of the Vehicle by more than fifty (50) pounds.

3. **Substitute Scales.** If any scale at the Approved Facility is inoperable, being tested, or otherwise unavailable, Facility operator shall use Reasonable Business Efforts to weigh Vehicles on the remaining operating scale(s). To the extent that all the scales are inoperable, being tested, or otherwise unavailable, Facility operator shall substitute portable scales until the permanent scales are replaced or repaired. Facility operator shall arrange for any inoperable scale to be repaired as soon as possible.
4. **Estimates.** Pending substitution of portable scales or during power outages, Facility operator shall estimate the tonnage of the Discarded Materials Transported to and accepted at the Approved Facilities by utilizing the arithmetic average of each Vehicle's recorded tons of Discarded Materials delivered on its preceding three (3) deliveries.

During any period of time the scales are out of service, Facility operator shall continue to record all information required by this Exhibit 13 for each delivery of Discarded Materials to the Approved Facilities and each load of material Transferred to another Approved Facility(ies).

5. **Weighing Standards and Procedures.** At the Approved Facilities, Facility operator shall weigh and record inbound weights of all Vehicles delivering Discarded Materials when the Vehicles arrive at the Facility. In addition, Facility operator shall weigh and record outbound weights of Vehicles for which Facility operator does not maintain tare weight information. Furthermore, Facility operator shall weigh and record outbound weights of all Transfer Vehicles Transporting Discarded Materials from a Transfer Facility to another Approved Facility(ies) for Processing or Disposal.
6. **Records.** Facility operator shall maintain scale Records and reports that provide information including: date of receipt, inbound time, inbound and outbound weights (or tare weights) of Vehicles, Vehicle identification number, jurisdiction of origin of materials delivered, type of material, company/hauler identification, and classification, type, weight, and final destination of Discarded Material if the Discarded Materials are Transferred to another Approved Facility(ies).

7. **Exceptions to Weighing Requirements.** If the Approved Facility does not have motor Vehicle scales to weigh Contractor's Vehicles and Discarded Materials delivered to the Facility, Contractor shall obtain a receipt for delivery of the Discarded Materials that identifies the date and time of delivery, the type of material delivered, and the Vehicle number. Contractor or Facility operator shall estimate the tonnage of material delivered for each load based on the volumetric capacity of the Vehicle and material density factors (e.g., pounds per cubic yard) approved by or designated by the City.
8. **Upon-Request Reporting.** If Vehicle receiving and unloading operations are recorded on video cameras at the Approved Facilities, Contractor shall make those videos available for City review during the Approved Facilities' operating hours, upon request of the City, and shall provide the name of the driver of any particular load if available.

## **E. Rejection of Excluded Waste**

1. **Inspection.** Contractor will use standard industry practices to detect and reject Excluded Waste in a uniform and non-discriminatory manner and will not knowingly accept Excluded Waste during Collection and at the Approved Facility(ies). Contractor will comply with the inspection procedure contained in its permit requirements. Contractor will promptly modify that procedure to reflect any changes in Permits or Applicable Law.
2. **Excluded Waste Handling and Costs.** Contractor will arrange for or provide handling, Transportation, and delivery to a Recycling, incineration, or a Disposal Facility permitted in accordance with Applicable Law of all Excluded Waste detected at the Approved Facility(ies). Contractor is solely responsible for making those arrangements or provisions and all costs thereof. Nothing in this Agreement will excuse the Contractor from the responsibility of handling Excluded Wastes that Contractor inadvertently accepts in a lawful manner and of arranging for the disposition of that Excluded Waste in accordance with Applicable Law.

## **F. Discarded Materials Evaluations at Approved Facilities**

1. **General.** Contractor shall conduct the following "evaluations" at Approved Facilities:
  - a. **Mixed Waste Evaluations.** Waste evaluations of Mixed Waste at the Approved Transfer Facility (if applicable) in accordance with 14 CCR Sections 18998.1(a)(3)(A) and 17409.5.7.

- b. **Organic Waste Recovery Efficiency Evaluations.** Waste evaluations at Approved Transfer Facility (if applicable) or Approved Processing Facility(ies) in accordance with 14 CCR Sections 17409.5.1 to 17409.5.5.
  - c. **Evaluation of Organic Waste in Residuals.** Compliance evaluations of Organic Waste to determine the level of Organic Waste in materials sent for Disposal in accordance with 14 CCR Sections 17409.5.3, 17409.5.5, 17867 (Compost operations and facilities), and 17896.44.1 (In-vessel digestion operations and facilities), as applicable.
- 2. **Record Keeping and Reporting.** For the evaluations described above, Contractor shall maintain all Records and submit reports to CalRecycle as described in 14 CCR Division 7, Chapter 3, Article 6.3, as applicable. Contractor shall report this information to the City on a monthly basis in accordance with Article 10 and Exhibit 11.
  - 3. **Scheduling of Evaluations.** Contractor shall schedule evaluations during normal working hours. Contractor shall provide City Notice of its intent to conduct evaluations at the Approved Facility(ies) at least ten (10) working Days in advance of the evaluations.
  - 4. **Observance of Study by City and/or CalRecycle.** Contractor acknowledges that, upon request, a representative of the City and/or CalRecycle may oversee its next scheduled quarterly sampling and evaluation of any of the evaluations described in Subsection 6.01.F of this Exhibit 13 conducted at the Approved Facility(ies).

**EXHIBIT 14**  
**ROUTE MAPS AND SCHEDULES**  
*ROUTE MAPS AVAILABLE VIA SEPARATE FILE.*

## **EXHIBIT 15**

### **CONTAINER SPECIFICATIONS**

**1. General.** Containers must meet all of the following requirements. They must be:

- i. Compliant with the Container color requirements specified by the SB 1383 Regulations. Contractor and City will agree on the color palette for all Collection Containers within thirty (30) days of execution of this Agreement. When purchasing or modifying Collection Containers, Contractor shall not deviate from the agreed color palette without prior approval from the City. If an existing Container breaks or is otherwise rendered non-functional on or after January 1, 2024, the Contractor shall replace the non-functional Container with a Container that complies with the color requirements of this Exhibit. Notwithstanding this Section, the Contractor is not required to replace functional Containers, including Containers purchased prior to January 1, 2024, that do not comply with the color requirements of this Section prior to the end of the useful life of those Containers, or prior to January 1, 2036, whichever comes first.
- ii. Of high quality and durable (with 5 Year general warranty on Carts, at a minimum),
- iii. Labeled as required under this Agreement, with printing embedded in Carts,
- iv. Ultraviolet light stabilized (with respect to Carts), and
- v. Painted or galvanized metal (with respect to Bins).

Contractor will identify by location or Customer list, which Cart Customers will retain their existing Carts and which ones will receive new Carts, as of the Contract Date.

Contractor may use hybrid plastic Bins, if a Customer complains that Collection of metal Bins is noisy.

Contractor may change these specifications if City accepts the changes.

#### **2. Blue Containers (Source Separated Recyclable Materials)**

Blue Containers must have a lid and/or body that is blue in color. Hardware such as hinges and wheels on the Blue Containers may be a different color.

#### **3. Green Containers (SSGCOW)**

Green Containers must have a lid and/or body that is green in color. Hardware such as hinges and wheels on the Green Containers may be a different color.

**4. Gray Containers (Mixed Waste)**

Gray Containers must have a lid and/or body that is gray in color.

**5. Brown Containers (Food Waste)**

Brown Containers must have a lid and/or body that is brown in color. Hardware such as hinges and wheels on the Brown Containers may be a different color.

## EXHIBIT 16 KEY PERSONNEL

Contractor may change this list following Notice to City.

### POSITION

President	Mario Borgatello
Vice President	David Borgatello
Manager C&D Division	Brian Borgatello
Operations Manager ( <u>Diversion reporting</u> )	Derek Carlson
Human Resources Manager	Elizabeth Casteneda
Controller	Robert Caldwell
Customer Service Manager	Alma Alvarez
Maintenance Manager	Glenn Aigner
Public Education Specialist	Dena Philips
Commercial <u>Route Supervisor</u>	Clemente Esgarcega
Residential <u>Route Supervisor</u>	Danny Mayorga
Safety Manager	Cesar Medina

### City Contract Liaison

Name	TO BE PROVIDED WHEN HIRED
Telephone number	
E-mail address	
Mailing address	
Contractor office address	

### Route Supervisor

Name	Ben Puente
Telephone number	805-963-1852
E-mail address	<a href="mailto:bpuente@marborg.com">bpuente@marborg.com</a>
Mailing address	PO Box 4127, Santa Barbara, CA 93140
Contractor office address	728 E. Yanonali St, SB, CA 93103

### Contractor's Staff Responsible for Finance and Accounting

Name	Sam Guevara
Telephone number	805-963-1852
E-mail address	<a href="mailto:sguevara@marborg.com">sguevara@marborg.com</a>
Mailing address	PO Box 4127 Santa Barbara, CA 93140
Contractor office address	728 E. Yanonali St, SB, CA 93103

**Contractor's Staff Responsible for Tonnage Reporting**

<b>Name</b>	Dena Philips
Telephone number	805-963-1852
e-mail address	<a href="mailto:dphilips@marborg.com">dphilips@marborg.com</a>
Mailing address	PO Box 4127, Santa Barbara, CA 93140
Contractor office address	728 E. Yanonali St, SB, CA 93103

## **EXHIBIT 17**

### **CITY CONTRACT LIAISON JOB DESCRIPTION**

Final Job Description should be approved by City of Santa Barbara before posting. The ultimate hiring of the contract manager will be at Contractor's discretion, but the City of Santa Barbara will have on representative on the interview panel.

Suggest Titles:

Senior Franchise Agreement Liaison

Contract Manager II, City of Santa Barbara Franchise Agreement\_

Suggested Salary: Minimum \$50/hr

Essential Duties and Responsibilities

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Other minor duties may be assigned.

- Serves as dedicated single point of contact for all Solid Waste Franchise Agreement requests from City of Santa Barbara.
- Interacts with staff across organization to fulfil the needs and requests of the City.
- Facilitate and coordinate ongoing communication with the City.
- Creates and maintains templates for contract reporting and guidelines for documentation (monthly, quarterly, annual)
- Monitors contract performance for compliance to terms and conditions and reports non-compliance issues.
- Ensures compliance and stays abreast of all laws, rules and regulations applicable to the Areas municipal operations, and adherence to overall Corporate governance and business integrity standards.
- Reviews, analyzes and interprets contract data requests.
- Serves as organization liaison with City of Santa Barbara, regarding legal contractual fulfilment, contract language revisions, etc.
- Investigates contract related discrepancies, complaints and disputes between departments, vendors, contractors and other involved parties.
  
- Develop and grow a solid working knowledge of all site-specific system operation and maintenance requirements including service offerings, truck routing, material processing and collection, contract data management, reporting protocols, as well as other ancillary site operation and maintenance requirements.
- Work closely with the City on operation, maintenance, and reporting activities, and adherence to budgets.

- Develop a comprehensive understanding of customer service data and proficiency with finance recording and reporting systems.
- Coordinate with Contractor staff to produce reports and solutions to City contract requests.
- Work closely with Senior Data Analyst regarding City items.
- Coordinate workflow and assignments toward the achievement of contract obligations.
- Conduct daily, weekly, monthly, quarterly, semi-annual or annual inspections and system data collection as required. Create and submit records and reports as required by permit conditions.
- Ensure compliance with regulatory requirements and reporting.
- Collaborates with City and internal Contractor managers to analyze Productivity performance, develop and implement continuous improvement plans.
- Validates performance planning information; analyzing year-to-date data versus prior year data
- Reviews routing with Route Managers and/or Route Auditors
- Supports Standard Operating Procedures for data collection, routing, and dispatching processes.
- Works directly with local management to ensure periodic route reviews, optimizing routes, identifying route reductions with +/- volume, re-routes and communicating changes and benchmarks to Route Managers, Route Auditors and drivers.
- Understand Material Delivery Agreement between City and County.
- All other duties as assigned.

-Coordinate with internal communications staff to best address City program needs related to outreach and education

-Participate with regional bodies, such as the Local Task Force on Solid Waste; Neighborhood Improvement Task Force; and other working groups

### Qualifications

The requirements listed below are representative of the qualifications necessary to perform the job.

#### A. Education, Experience, and Training

- Education: Bachelor's Degree with major course work in Solid Waste Management, Environmental Studies, Natural Resource Management, Environmental Policy, Engineering, or a similar field. Master's Degree preferred.

- Experience: Minimum of four years professional level experience demonstrating increasing responsibility and complexity of work in the management of recycling, processing, handling and disposal of municipal solid and/or hazardous materials.

#### B. Certificates, Licenses, Registrations or Other Requirements

- HazWOPER 40-hour certification

#### C. Other Knowledge, Skills or Abilities Required

- Principles of solid waste management, including waste reduction, handling, processing, recycling, composting and disposal
- State and federal laws pertaining to solid waste management;
- Contract administration, research methods
- Federal, state and local laws, codes and safety regulations
- Operations and strategies for managing hazardous waste collection events
- Recent developments and sources of information related to hazardous materials activities planning and administration
- Ability to drive process culture change
- Ability to act independently and evaluate people, processes and performance management objectively and continuously
- Strong analytical skills
- Strong written and verbal communication skills and computer skills (e.g., MS office, particularly Excel) and ability to learn to utilize other job-related technical software. Including, but not limited to “App” based technologies to facilitate digital inspections, reporting and data/analytics.

## **EXHIBIT 18 BACK-UP SERVICE PLAN**

Contractor will develop a back-up plan to provide uninterrupted Contract Service at all times, including during mechanical breakdowns, Facility closures, job actions (such as strikes, walk-outs, slow-downs), or emergencies (such as natural disasters), including the following:

1. Provide conveniently located Bins or Roll-Off Containers where Customers may discard Refuse and other Putrescible Solid Waste,
2. Offer Customers the option of Self-Hauling Refuse and other Putrescible Solid Waste to a Transfer station or Disposal Facility/Facilities,
3. Inform Customers of procedures for handling Refuse and other Putrescible Solid Waste, preventing litter and discouraging vectors (such as keeping Carts in their storage place and not at set-out Sites, discarding excess Solid Waste in closed plastic bags and not loose in Carts),
4. Describe any Customer service charge refund policy for missed Contract Services,
5. Provide replacements for drivers and other employees who are not providing Collection or other Contract Services (such as supervisory personnel or management, or employees of Affiliates or other Solid Waste management companies) and security for those drivers and other employees, and
6. Identify Customers that require priority service.

Contractor may change its back-up plan. Changes are effective when received by the City.

### **Emergency Service Modification**

During a time of disaster, it may be necessary to modify regular service schedules in order to overcome shortages of fuel, equipment or labor. The most important scheduled service for us to keep unaltered is the collection and disposal of solid waste to ensure a healthy and safe environment for our community. To ensure that mission-critical service are provided as well as other emergency response services in a worst-case scenario MarBorg will modify our regular service schedule in the following manner:

1. We will suspend recycling routes, as necessary.
2. We will suspend green waste routes, as necessary.
3. We will prioritize roll-off services to disaster response needs.
4. We will prioritize portable restroom services to disaster response and public health needs.
5. We will prioritize semi-truck and trailer trips to disaster response needs.

In addition to the above actions, MarBorg will also offer the following service options as they may be appropriate in the event of an interruption of regular service:

6. Provide conveniently located bins or roll-off containers where customers may discard refuse and other putrescible solid waste.
7. Offer customers the option of self-hauling refuse and other putrescible solid waste to MarBorg's C&D Facility.
8. Inform customers of procedures for handling refuse and other putrescible solid waste, preventing litter and discouraging vectors (such as keeping carts in their storage place and not at set-out Sites, and discarding excess solid waste in closed plastic bags and not loose in carts).
9. Provide customers with a refund for franchise services that were not alternatively delivered.

During an emergency service situation MarBorg will prioritize services to critical infrastructure including:

1. Hospitals/Medical Facilities
2. Emergency Shelters
3. First Responder Infrastructure
4. Government Facilities
5. Grocery Stores and Food Distribution Centers

MarBorg will ensure critical services are provided in an emergency employee shortage through a combination of efforts including:

1. By reducing franchise services from three streams of waste to one we are able to triple the amount of available employees.
2. Our residential routes are staffed with two employees, in most cases, both have commercial drivers' licenses. We can utilize the second licensed driver on a separate route and provide non-licensed helpers on the routes to further expand our employee pool.
3. MarBorg has 400 locally based employees that provide a variety of services in the community beyond franchise collection that can be reallocated for the purpose of critical emergency or health and safety services.

## **EXHIBIT 19**

### **HAZARDOUS WASTE HANDLING PROTOCOL**

Contractor will attach to this Exhibit, its Hazardous Waste Handling Protocol, including the following provisions:

**1. Mandatory Personnel Training:**

- for all **drivers**: HAZWOPER First Responder, Awareness Level training meeting the requirements of 29 CFR 1919.120(q)(6)(i), including hazard evaluation methods, emergency preparedness, and emergency response plan implementation techniques with the intent that they learn who, what and how to report on the incident,
  - for all **route supervisors**: 24-Hour HAZWOPER General Site Worker training meeting the requirements of 29 CFR 1919.120(e) (Hazardous Waste Operations and Emergency Response), including hazard recognition and measurement, as well as personal protective equipment and work practices in keeping with the risk level, and
  - for all **employees** specified in 29 CFR 1919.120(e)(8), at least 8 hours of refresher training annually,
2. means of driver inspection, such as visual inspection during tipping of Containers into Vehicles,
  3. immediate driver response, such as load segregation and notification procedures, including leaving Non-Collection Notices, when safe,
  4. driver notification, such as calling Contractor's dispatcher or route supervisor,
  5. Customer notification, including description of proper means to Dispose of Unpermitted Waste, by phone call and/or written material,
  6. notification of appropriate local agency or department (with contact phone number),
  7. appropriate action, such as segregation and containerization for manifesting and Transport for Disposal as required by Law or securing services of permitted handling and transport company,
  8. compliance with Law, including regulations of the federal Department of Transportation (DOT) (Title 49 CFR) and of the United States Environmental Protection Agency (Title 40 CFR), and
  9. form, content and placement of labels on Containers that prohibit discard of Hazardous Waste, Special Waste and E-waste.

Contractor may change this protocol. Changes are effective when received by the City.

## EXHIBIT 20 ACCEPTABLE RECYCLABLE MATERIALS

Due to fluctuating Recyclables commodity markets, City and Contractor mutually agree that additional materials may be added or removed to the Recyclables Materials Collection program during the term of the Agreement without a formal amendment to this Agreement.

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

Aluminum cans - empty	Printing and Writing Paper
Plastics with the symbol #1 through -7 - empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Aseptic packaging (Milk Cartons and Juice Boxes)	Uncoated printing, writing and office paper
Scrap Metal including steel and tin cans - empty	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers – brown, clear, or green – empty	Magazines, glossy inserts and pamphlets
Paper Products	

### COMMON EXAMPLES OF RECYCLABLE MATERIALS BY COMMODITY

Paper	Cardboard	Glass	Plastic	Metal
<ul style="list-style-type: none"> <li>▪ Office Paper</li> <li>▪ Copy Paper</li> <li>▪ Junk Mail</li> <li>▪ Telephone Books</li> <li>▪ Catalogs</li> <li>▪ Computer Paper</li> <li>▪ Envelopes</li> <li>▪ Brochures</li> <li>▪ Crayon Drawings</li> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪ Cardboard Boxes</li> <li>▪ Cereal Boxes</li> <li>▪ Tissue Boxes</li> <li>▪ Food Boxes</li> <li>▪ Milk Cartons</li> <li>▪ Juice Boxes</li> <li>▪ Soda/Beer Cartons</li> <li>▪ Egg Cartons (Paper Fiber)</li> <li>▪ Paper Bags</li> <li>▪ Gift Boxes</li> </ul>	<ul style="list-style-type: none"> <li>▪ Juice Bottles</li> <li>▪ Beer Bottles</li> <li>▪ Wine Bottles</li> <li>▪ Liquor Bottles</li> <li>▪ Salad Dressing Bottles</li> <li>▪ Condiment Jars</li> <li>▪ Assorted Food Jars</li> <li>▪ Jam &amp; Jelly Jars</li> <li>▪ Baby Food Jars</li> </ul>	<ul style="list-style-type: none"> <li>▪ Plastic Water Bottles</li> <li>▪ Plastic Soda Bottles</li> <li>▪ Plastic Milk Jugs</li> <li>▪ Food Bottles</li> <li>▪ Condiment Bottles</li> <li>▪ Vegetable Oil Bottles</li> <li>▪ Plastic Laundry Jugs</li> <li>▪ Shampoo Bottles</li> <li>▪ Lotion Bottles</li> </ul>	<ul style="list-style-type: none"> <li>▪ Aluminum Soda Cans</li> <li>▪ Aluminum Beer Cans</li> <li>▪ Fruit Cans</li> <li>▪ Vegetable Cans</li> <li>▪ Juice Cans</li> <li>▪ Soup Cans</li> <li>▪ Sauce Cans</li> <li>▪ Assorted Food Cans</li> <li>▪ Pet Food Cans</li> </ul>

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

Plastic bags	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Unnumbered plastics
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction and demolition debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food Waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries
Cartons	

## **EXHIBIT 21**

### **EXAMPLES OF APPLICABLE LAW**

*Examples of Applicable Law include Law relating to the following:*

1. *Health*
2. *Safety,*
3. *Fire,*
4. *Mitigation monitoring plans,*
5. *Building codes,*
6. *Zoning,*
7. *Non-discrimination,*
8. *Vehicles*
  - *Control Measure for Diesel Particulate Matter from On-road Heavy- Duty Residential and Commercial Solid Waste Collection Vehicles, 13 CCR 2020 et seq.,*
  - *California Health and Safety Code § 43000 et seq., with respect to air emissions (smog checks),*
  - *California Vehicle Code § 27456b, with respect to tires,*
  - *California Vehicle Code § 34500 et seq., with respect to documentation through its maintenance log or otherwise of a safety compliance report issued under Division 14.8 of the California Vehicle Code as applicable to each Vehicle, including bi-annual "BIT" inspections conducted by the California Highway Patrol, documentation through maintenance log or otherwise of a safety compliance report, Vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags, registration, weight limits, cleaning, enclosure / water-tight beds,*
  - *Rules and regulations promulgated under the California Vehicle Code with respect to Vehicle highway lighting, flashing and warning lights, clearance lights, and warning flags,*
  - *Rules and regulations of the California Department of Motor Vehicles with respect to Vehicle registration,*
  - *Vehicle weight limits,*
  - *The appropriate class of drivers' licenses issued by the California Department of Motor Vehicles,*
  - *14 CCR 17341, 17342, 17343 and 17344, with respect to equipment construction, safety, and parking and identification of operating equipment.*
9. *Containers, such as:*
  - *14 CCR 17314, with respect to maintenance and placement for Collection,*

- 14 CCR 17317, with respect to placing Contractor's name and telephone number on Receptacle,

**10. Environmental Protection:**

- CERCLA
- RCRA;
- Clean Air Act, (42 U.S.C. §1351 et seq., 42 U.S.C. §7401-7642); and California Clean Air Act (Health & Safety Code Sections 1251 et seq. and Health and Safety Code §39000 et seq.);
- California Hazardous Waste Control Act, (California Health & Safety Code, §25100 et seq.);
- California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, §25500 et seq.);
- Carpenter-Presley-Tanner Hazardous Substance Account Act, (California Health & Safety Code §25300 et seq.),
- Emergency Planning and Community Right to Know Act, (42 U.S.C. §11001 et seq.);
- NPPDES Industrial General Permit Law, ad

**11. Labor, such as:**

- Drug and alcohol testing,
- The Occupational Safety and Health Act, (29 U.S.C. §651 et seq.), including the Solid Waste Disposal Facility/Facilities Criteria promulgated by the U.S. EPA on October 9, 1991 (40 C.F.R., Parts 257 and 258), and corresponding State requirements,
- employment taxes, withholding and insurance requirements
- Immigration Reform and Control Act of 1986 (PL.99-603),
- Environmental Protection, such as:
  - CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act– Superfund- 42 U.S.C. 9601 et seq.),
  - California Hazardous Waste Control Act (California Health & Safety Code § 25100 et seq.),
  - California Hazardous Materials Release Response Plan and Inventory Act (California Health & Safety Code, Division 20, Chapter 6.95, § 25500 et seq.), and Carpenter-Presley-Tanner Hazardous Substance Account Act(California Health & Safety Code

§ 25300 et seq.)

- RCRA (Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq.),
- the Clean Air Act, (42 U.S.C. §1351 et seq., 42 U.S.C. §7401-7642) and Clean Water Act, and, corresponding State requirements,
- Emergency Planning and Community Right to Know Act, (42 U.S.C. §11001 et seq.),
- regulations governing the recovery of ozone-depleting refrigerants during the Disposal of air conditioning or refrigeration equipment, including 40 C.F.R. Part 82, and
- any wash-down requirements for Containers, trucks or facilities,

12. City Code,

13. Civil Rights Act of 1964 (Sub chapter VI or Chapter 21 of Title 42),

14. Customers' privacy rights,

15. Business-related Laws, such as taxation, anti-trust, securities, privacy, data security, confidentiality, intellectual property, and reporting.

## EXHIBIT 22 RECORDS

Contractor will daily collect and record, at a minimum, the information required in Monthly Reports under Exhibit 11, and the following information, indicating the Day of the week and date. Electronically maintained records shall be protected and backed up. All records shall be maintained, and City shall be provided access to them for five (5) years after the expiration or earlier termination of this Agreement.

### 1. **Collection, Disposal and Processing:**

- weight of each Vehicle load (gross, tare and net), or volume estimates of Green Waste and corresponding tonnage equivalents number of tons of Refuse, Recyclables, Organic Waste and Bulky Waste Collected and delivered to each Approved Facility,
- route number(s),
- truck number,
- Approved Facility's certified weight ticket number for each load, and weight of each load (gross, tare and net), or volume estimates of Green Waste and corresponding tonnage equivalents, as appropriate, Disposal and Processing costs (per ton and aggregate),

### 2. **Accounts Serviced:**

- list of Customers including the following:
  - name,
  - mailing address for bills,
  - address of serviced premise,
  - service subscription (Containers type, number capacity)
  - with addresses and Service subscription levels,
  - whether Commercial Customer has demonstrated that it is Self-Hauling Recyclables or been granted an exemption from the City's Mandatory Business Recycling Program.
- the total number of Customers per route number and Customers added or deleted,
- number of *non-Collections* per route, address of each Customer where non-Collection occurred, and reason for non-Collection,
- promotional materials distributed-number of copies distributed; description, and route number(s).

### 3. **Containers:**

- number of Containers for each capacity:
  - aggregate number,
  - per route,

- Customer information
    - address
    - notation of any special service (such as regular Bin service, Roll-out)
    - type, number and capacity of Containers,
    - ID numbers,
  - Customer requests to change frequency of Contract Services or size of Containers, including reason,
  - Promotional, informational or educational materials distributed (number of copies distributed, descriptions and route number(s)),
4. **Special Contract Services- aggregate number:**
    - Regularly scheduled Bin service and number of Bins,
    - Bulky Waste Collection, and
    - Emergency services (and description), including the address of each Customer (or location of emergency services) and the total number of Customers for which Contractor provided the special services,
  5. **Billing Records** for each Customer billed by Contractor.
  6. **Organic Waste** information, including cost, productivity, tons Collected, Person hours, number of stops, number of participating homes, number of routes and all other data on Contract Services with respect to Green Waste,
  7. Any and all ledgers, books of account, invoices, vouchers, canceled checks, and other Records or documents evidencing or relating to the amounts paid pursuant to this Agreement (including the Rate, any fees paid to City, City and Contractor Reimbursable Costs, Contractor fees described in Section 13.04, damages) or performance of this Agreement, including the following:
    - routing,
    - level of each Customer's services,
    - Customer complaints,
    - employee training,
    - inventory,
    - maintenance logs,
    - a complete Customer subscription information,
    - all information required for reports, and
    - sufficient information for City to corroborate the amounts payable by Contractor to City under this Agreement.

<b>Section</b>	<b>Record Keeping Requirement</b>
4.09b	leaks
4.11b	daily Customer communications
4.12c(4)(iv)	phone response standards
4.15a(4)	suspension / termination of service for non-payment; reinstatement of service
4.15a(5)	Customer refunds
5.01a	route maps and schedules
5.02b(2)	results of noise tests
5.02b(3)	Vehicle maintenance log / safety compliance reports
5.02d(2)(ii)	dates Vehicles are painted
5.02d(3)	evidence of oil Recycling / any use of re-refined oil
5.04c	CHP BIT inspection reports
5.05b	Container inventory
5.06b	results of employee drug testing driver safety training
5.06f	Compliance with Federal Immigration & Control Act of 1986
5.06f	Failure to abate Notices from CAL OSHA
6.01b	weight Records
8.01	Direct Costs of providing emergency services

## **EXHIBIT 23 INSURANCE**

As part of the consideration of this Agreement, Contractor shall procure and maintain for the duration of the agreement, and for five (5) years thereafter, insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees, or Subcontractors.

### **MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- A. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than Five Million Dollars (\$5,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- B. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits of no less than Five Million Dollars (\$5,000,000) per accident for bodily injury and property damage.
- C. **Workers' Compensation**: As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease.  
  
Contractor is required to be insured for coverage for benefits under the United States Longshoremen's and Harbor Workers' Compensation Act for any work on, over, or near any navigable waters.
- D. **Contractors Pollution Liability**: Contractors Pollution Liability and/or Asbestos Pollution Liability applicable to the work being performed with limits no less than One Million Dollars (\$1,000,000) per occurrence or claim, and Two Million Dollars (\$2,000,000) policy aggregate.

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

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or Subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. The City may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City reserves the right to obtain a copy of any policies and endorsements for verification.

### **OTHER INSURANCE PROVISIONS**

Each insurance policy shall contain, or be endorsed to contain, the following provisions:

#### ***Additional Insured Status***

The City of Santa Barbara, its officers, officials, employees, volunteers, and agents, shall be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. Additional Insured coverage shall be provided in the form of an endorsement to the Contractor's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later edition is used). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

#### ***Transportation Pollution Liability***

The Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance, covering materials to be transported by Contractor pursuant to the contract. This coverage may also be provided on the Contractors Pollution Liability policy.

#### ***Primary Coverage***

For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory at least as broad as Insurance Services Office Form CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any

insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### ***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

### ***Waiver of Subrogation***

Contractor hereby grants to the City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents, and Subcontractors.

### ***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Claims Made Policies*** – If General Liability, Contractors Pollution Liability and/or Lead Based Paint Asbestos Pollution Liability policies provide coverage on a claims-made form:

1. The retroactive date must be shown and must be before the execution date of the contract or the beginning of contract work.

2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

### ***Acceptability of Insurers***

All insurance coverage shall be placed with insurers authorized to conduct business in the State of California with a current AM Best's rating of no less than A: VII. All other insurers require prior approval of the City.

### ***Verification of Coverage***

Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.

### ***Subcontractors***

Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from Subcontractors.

### ***Special Risks or Circumstances***

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### ***Coverage Limits Specifications***

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Contractor fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Contractor resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Contractor, City may deduct from sums due to Contractor any premium costs advanced by City for such insurance.

### **SPECIAL RISKS OR CIRCUMSTANCES**

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/20/2023

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

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

<b>PRODUCER</b> Brown & Brown Insurance Services of California, Inc License #DD04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013		<b>CONTACT NAME:</b> Laura Decker <b>PHONE (A/C, No, Ext):</b> (805) 965-0071 <b>E-MAIL ADDRESS:</b> Laura.Decker@bbrown.com		<b>FAX (A/C, No):</b> (805) 690-3200	
<b>INSURED</b> Marborg Industries P.O. Box 4127 Santa Barbara CA 93140		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
		INSURER A: Greenwich Insurance Company		22322	
		INSURER B: XL Specialty Insurance Company		37885	
		INSURER C: Berkshire Hathaway Homestate Insurance Company		20044	
		INSURER D:			
		INSURER E:			
		INSURER F:			

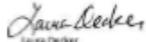
**COVERAGES** CERTIFICATE NUMBER: 22/23 GL, Auto, XS, WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	GEC300152003	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY 10			AEC005513903/AEC005514003	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UEC005769002	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MAWC339939	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

The City of Santa Barbara, its officers, officials, employees, volunteers, and agents are included as Additional Insured under the General Liability per the attached forms CG 20 10 12 19 and CG 20 37 12 19, as required by written contract. General Liability is Primary and Non-Contributory per the attached form XIL 424 0605, as required by written contract. Notice of Cancellation applies per policy provisions. Waiver of Subrogation applies to the General Liability and Workers Compensation per the attached forms CG 24 04 12 19 and WC 99 04 10 C (Ed. 01-19), as required by written contract.

<b>CERTIFICATE HOLDER</b>  City of Santa Barbara General Services Division P.O. Box 1990 Santa Barbara CA 93102-1990	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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ACORD 25 (2016/03)

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
ELECTRONIC DATA LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES  
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

**SCHEDULE**

**Name Of Person(s) Or Organization(s):**

Any person or organization where required by written contract provided that such contract was executed prior to the date of loss (as permissible by law)

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

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

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization where required by written contract provided that such contract was executed prior to the date of loss.	All Locations as required per written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance.

1. Required by the contract or agreement; or
  2. Available under the applicable limits of insurance,
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**ENDORSEMENT #**

This endorsement, effective 12:01 a.m., 10-01-2022, forms a part of

Policy No. GEC3001520-03 issued to MarBorg Industries, Inc.

by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

XL 121 0605  
©, 2005, XL America, Inc.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA  
BLANKET BASIS**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

The additional premium for this endorsement shall be calculated by applying a factor of 2% to the total manual premium, with a minimum initial charge of \$350, then applying all other pricing factors for the policy to this calculated charge to derive the final cost of this endorsement.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

**Blanket Waiver**

<b>Person/Organization</b>	Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
<b>Job Description</b>	<b>Waiver Premium (prior to adjustments)</b>
All CA Operations	43048.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 10/01/2022      Policy No.: MAWC339039      Endorsement No.:  
 Insured: Marborg Industries      Premium \$  
 Insurance Company: Berkshire Hathaway Homestate Ins Co

Countersigned by \_\_\_\_\_

WC 99 04 10 C  
(Ed. 01-19)

## **EXHIBIT 24 LETTER OF CREDIT**

**a. Draws.** Within ten (10) Days after the Contract Date, Contractor will give City a Letter of Credit under which City can draw up to the stated amount under Section 11.03.a during the Contract Term in one or more drawings, in any of the following events:

1. Contractor does not timely pay City any monetary obligation, including the following:
  - Damages or compensatory damages assessed by City,
  - City's Reimbursement Costs under City's invoice for those costs,
  - Franchise Fee
2. Contractor does not pay any self-insured retention under any insurance policy
3. Contractor fails to provide an Assurance of Performance requested by City,
4. Contractor does not replace an expiring letter of credit (including expiration for non-renewal) with a new letter of credit at least ninety (90) Days before the expiration date,
5. Contractor does not honor an Indemnification,
6. An event of default.

The Letter of Credit means the irrevocable standby letter of credit for the benefit of City, issued by a Bank, in form satisfactory to City in City sole discretion, including the procedures for and place of demand for payment, and a drawing certificate.

The Letter of Credit may be released when the Bank receives a certificate from City stating the following:

1. This Agreement has expired, or
2. This Agreement has been terminated for a period of one-hundred and eighty days (180) Days or other preference period provided under Law with respect to bankruptcy or insolvency of Contractor, or
3. Contractor has substituted an alternative letter of credit or other security document acceptable to City in City sole discretion, and
4. Contractor does not owe City any money.

The Bank means a financial institution satisfactory to City, having at least one of the following minimum ratings:

1. Moody's A2 or better LT Issuer Credit and B or better for Bank Financial Strength,
2. Standard and Poor's: A or better for LT Issuer Credit,
3. Bauer Financial: 4 Stars or better,
4. TheStreet.com Ratings: B or better.

- b. Term.** The term of the Letter of Credit must be either of the following:
1. The same as the Contract Term plus one-hundred and eighty (180) Days, or
  2. Renewable annually or at other period up to the Contract Term plus one-hundred and eighty (180) Days.
- c. Assignment.** The Letter of Credit must be transferable to any successor or Assign of City.

Contractor may substitute another letter of credit acceptable to City.

Upon request of the City, Contractor shall provide an updated letter of credit at least every five (5) Years.

**[LETTER OF CREDIT TO BE INSERTED HERE.]**

**EXHIBIT 25**  
**PERFORMANCE BOND**

Collector's form of performance bond which Contractor must provide in accordance with Section 11.03.b is attached hereto.

**[PERFORMANCE BOND TO BE INSERTED HERE.]**

## EXHIBIT 26

# CONTRACTOR MONTHLY COSTS OF SERVICE PER UNIT

This Exhibit shows estimated current monthly Contractor costs of service per unit. In Contract Year 3, City and Contractor will update Contractor costs of service per unit (per Section 13.01(d)). Figures in this Exhibit shall be adjusted, updated and agreed to by the Parties meet and confer process as described in Section 13.01(d) by February 28, 2025 and shall serve as the basis of Contractor's Compensation for All Other Services effective July 1, 2025 and each following Contract Year. Updates to this Exhibit shall be made by resolution of the City Council.

### Estimated Contractor Compensation per Rate Classification\*

*\* Contractor Compensation in FY 2023-24 is \$18,685,000 and is paid \$1,557,083.33 monthly. Amounts shown are representative estimates for demonstration purposes only.*

July 1, 2023 to June 30, 2024

#### Small Residential Service

Service	Rate
Base Service Charge	\$18.77
Trash, one 32 gal Can	\$5.28
Trash, 35 gal Cart	\$5.28
Trash, 65 gal Cart	\$10.56
Trash, 95 gal Cart	\$15.84
Trash Bag, each additional on regular service day	\$1.58
Trash Bags (up to 4), not on regular service day	\$8.90
Recycling Can	\$2.64
Recycling Cart, 35 gal	\$2.64
Recycling Cart, 65 gal	\$5.28
Recycling Cart, 95 gal	\$7.92
Recycling Bag, each additional on regular service day	\$0.00
Recycling Bags (up to 4), not on regular service day	\$8.90
Greenwaste Can	\$2.64
Greenwaste Cart, 35 gal	\$2.64
Greenwaste Cart, 65 gal	\$5.28
Greenwaste Cart, 95 gal	\$7.92
Greenwaste Bag, each additional on regular service day	\$0.00
Greenwaste Bags (up to 4), not on regular service day	\$8.90
Greenwaste Dumpster, 1.5 yd	\$15.07
Greenwaste Dumpster, 2 yd	\$20.09
Greenwaste Dumpster, 3 yd	\$30.12
Greenwaste Dumpster, 4 yd	\$40.17
In-Place Additional Charge	\$19.38

#### Notes

- Small Residential Service rates apply to accounts serving 4 or fewer dwelling units.
- All Small Residential accounts are subject to a Base Service Charge that includes unlimited recycling and greenwaste in carts and cans at no extra charge.
- All service once per week. Upon approval by the Environmental Services Manager, a Small Residential account holder may receive and be billed for increased collection frequency.
- Carts not rolled to the curb on collection day are subject to "In-Place" additional charges.
- Low income customers are exempted from 6% Utility Users Tax.

**Estimated Contractor Compensation per Rate Classification\***

\* Contractor Compensation in FY 2023-24 is \$18,685,000 and is paid \$1,557,083.33 monthly. Amounts shown are representative estimates for demonstration purposes only.

July 1, 2023 to June 30, 2024

**Large Residential Service**

Container Type	Number of Collections per Week						Extra Pickup (per cont.)
	1	2	3	4	5	6	
Trash, 32 gal Can	\$8.03	\$16.86	\$25.69	\$34.52	\$43.35	\$52.18	\$2.21
Trash, 35 gal Cart	\$8.03	\$16.86	\$25.69	\$34.52	\$43.35	\$52.18	\$2.21
Trash, 35 gal Cart In-Place Charge	\$2.41	\$5.06	\$7.71	\$10.36	\$13.01	\$15.65	
Trash, 65 gal Cart	\$16.05	\$33.72	\$51.38	\$69.04	\$86.70	\$104.36	\$4.42
Trash, 65 gal Cart In-Place Charge	\$4.82	\$10.12	\$15.41	\$20.71	\$26.01	\$31.31	
Trash, 95 gal Cart	\$24.08	\$50.58	\$77.07	\$103.56	\$130.05	\$156.55	\$6.62
Trash, 95 gal Cart In-Place Charge	\$7.23	\$15.18	\$23.12	\$31.07	\$39.02	\$46.97	
Trash, 1.5 cubic yard Dumpster	\$76.22	\$160.05	\$243.89	\$327.73	\$411.57	\$495.41	\$20.96
Trash, 2 cubic yard Dumpster	\$101.62	\$213.41	\$325.19	\$436.98	\$548.76	\$660.54	\$27.95
Trash, 3 cubic yard Dumpster	\$152.43	\$320.11	\$487.79	\$655.46	\$823.14	\$990.82	\$41.92
Trash, 4 cubic yard Dumpster	\$203.24	\$426.81	\$650.38	\$873.95	\$1,097.52	\$1,321.09	\$55.89
Trash Compacted, 1.5 cubic yard Dumpster	\$228.65	\$480.17	\$731.68	\$983.20	\$1,234.71	\$1,486.23	\$62.88
Trash Compacted, 2 cubic yard Dumpster	\$304.87	\$640.22	\$975.58	\$1,310.93	\$1,646.28	\$1,981.63	\$83.84
Trash Compacted, 3 cubic yard Dumpster	\$457.30	\$960.33	\$1,463.36	\$1,966.39	\$2,469.42	\$2,972.45	\$125.76
Recycling, 32 gal Can	\$4.02	\$8.44	\$12.85	\$17.27	\$21.69	\$26.11	\$1.10
Recycling, 35 gal Cart	\$4.02	\$8.44	\$12.85	\$17.27	\$21.69	\$26.11	\$1.10
Recycling, 35 gal Cart In-Place Charge	\$1.20	\$2.53	\$3.86	\$5.18	\$6.51	\$7.83	
Recycling, 65 gal Cart	\$8.03	\$16.86	\$25.69	\$34.52	\$43.35	\$52.18	\$2.21
Recycling, 65 gal Cart In-Place Charge	\$2.41	\$5.06	\$7.71	\$10.36	\$13.01	\$15.65	
Recycling, 95 gal Cart	\$12.04	\$25.29	\$38.54	\$51.79	\$65.04	\$78.29	\$3.31
Recycling, 95 gal Cart In-Place Charge	\$3.61	\$7.59	\$11.56	\$15.54	\$19.51	\$23.49	
Recycling, 1.5 cubic yard Dumpster	\$38.11	\$80.03	\$121.95	\$163.87	\$205.78	\$247.70	\$10.48
Recycling, 2 cubic yard Dumpster	\$50.81	\$106.70	\$162.60	\$218.49	\$274.38	\$330.27	\$13.97
Recycling, 3 cubic yard Dumpster	\$76.22	\$160.05	\$243.89	\$327.73	\$411.57	\$495.41	\$20.96
Recycling, 4 cubic yard Dumpster	\$101.62	\$213.41	\$325.19	\$436.98	\$548.76	\$660.54	\$27.95
Greenwaste, 32 gal Can	\$4.02	\$8.44	\$12.85	\$17.27	\$21.69	\$26.11	\$1.10
Greenwaste, 35 gal Cart	\$4.02	\$8.44	\$12.85	\$17.27	\$21.69	\$26.11	\$1.10
Greenwaste, 35 gal Cart In-Place Charge	\$1.20	\$2.53	\$3.86	\$5.18	\$6.51	\$7.83	
Greenwaste, 65 gal Cart	\$8.03	\$16.86	\$25.69	\$34.52	\$43.35	\$52.18	\$2.21
Greenwaste, 65 gal Cart In-Place Charge	\$2.41	\$5.06	\$7.71	\$10.36	\$13.01	\$15.65	
Greenwaste, 95 gal Cart	\$12.04	\$25.29	\$38.54	\$51.79	\$65.04	\$78.29	\$3.31
Greenwaste, 95 gal Cart In-Place Charge	\$3.61	\$7.59	\$11.56	\$15.54	\$19.51	\$23.49	
Greenwaste, 1.5 cubic yard Dumpster	\$38.11	\$80.03	\$121.95	\$163.87	\$205.78	\$247.70	\$10.48
Greenwaste, 2 cubic yard Dumpster	\$50.81	\$106.70	\$162.60	\$218.49	\$274.38	\$330.27	\$13.97
Greenwaste, 3 cubic yard Dumpster	\$76.22	\$160.05	\$243.89	\$327.73	\$411.57	\$495.41	\$20.96
Greenwaste, 4 cubic yard Dumpster	\$101.62	\$213.41	\$325.19	\$436.98	\$548.76	\$660.54	\$27.95
Foods scraps, 1.5 cubic yard Dumpster	\$38.11	\$80.03	\$121.95	\$163.87	\$205.78	\$247.70	\$10.48
Foods scraps, 2 cubic yard Dumpster	\$50.81	\$106.70	\$162.60	\$218.49	\$274.38	\$330.27	\$13.97
Foods scraps, 3 cubic yard Dumpster	\$76.22	\$160.05	\$243.89	\$327.73	\$411.57	\$495.41	\$20.96
Foods scraps, 4 cubic yard Dumpster	\$101.62	\$213.41	\$325.19	\$436.98	\$548.76	\$660.54	\$27.95

**Notes**

- Large Residential Service rates apply to accounts serving 5 or more dwelling units.
- Carts not brought to the curb on collection day are subject to "In-Place" additional charges.
- Extra pickups for carts/cans not on regular service day are charged as "Go Back" (See Special Services).
- Extra pickups for dumpsters are on any day. Price is per pickup.
- Foods scraps service requires a minimum of 2 collections per week.

**Estimated Contractor Compensation per Rate Classification\***

\* Contractor Compensation in FY 2023-24 is \$18,685,000 and is paid \$1,557,083.33 monthly. Amounts shown are representative estimates for demonstration purposes only.

July 1, 2023 to June 30, 2024

**Business and School Service**

Container Type	Number of Collections per Week							Extra Pickup (per cont.)
	1	2	3	4	5	6	7	
Trash, 32 gal Can	\$9.59	\$20.14	\$30.69	\$41.24	\$51.79	\$62.34	\$72.89	\$2.64
Trash, 35 gal Cart	\$9.59	\$20.14	\$30.69	\$41.24	\$51.79	\$62.34	\$72.89	\$2.64
Trash, 65 gal Cart	\$19.19	\$40.29	\$61.40	\$82.50	\$103.61	\$124.72	\$145.82	\$5.28
Trash, 95 gal Cart	\$28.78	\$60.44	\$92.09	\$123.75	\$155.40	\$187.06	\$218.71	\$7.91
Trash, 1.5 cubic yard Dumpster	\$91.07	\$191.26	\$291.44	\$391.62	\$491.80	\$591.99	\$692.16	\$25.05
Trash, 2 cubic yard Dumpster	\$121.43	\$255.00	\$388.58	\$522.15	\$655.72	\$789.29	\$922.87	\$33.39
Trash, 3 cubic yard Dumpster	\$182.14	\$382.50	\$582.86	\$783.22	\$983.58	\$1,183.94	\$1,384.30	\$50.09
Trash, 4 cubic yard Dumpster	\$242.86	\$510.01	\$777.15	\$1,044.29	\$1,311.44	\$1,578.58	\$1,845.73	\$66.79
Trash Compacted, 1.5 cubic yard Dumpster	\$273.22	\$573.76	\$874.30	\$1,174.84	\$1,475.38	\$1,775.92	\$2,076.46	\$75.14
Trash Compacted, 2 cubic yard Dumpster	\$364.29	\$765.00	\$1,165.72	\$1,566.44	\$1,967.16	\$2,367.88	\$2,768.59	\$100.18
Trash Compacted, 3 cubic yard Dumpster	\$546.43	\$1,147.51	\$1,748.58	\$2,349.66	\$2,950.74	\$3,551.82	\$4,152.89	\$150.27
Recycling, 32 gal Can	\$4.80	\$10.07	\$15.36	\$20.63	\$25.91	\$31.19	\$36.46	\$1.32
Recycling, 35 gal Cart	\$4.80	\$10.07	\$15.36	\$20.63	\$25.91	\$31.19	\$36.46	\$1.32
Recycling, 65 gal Cart	\$9.59	\$20.14	\$30.69	\$41.24	\$51.79	\$62.34	\$72.89	\$2.64
Recycling, 95 gal Cart	\$14.39	\$30.22	\$46.05	\$61.87	\$77.70	\$93.53	\$109.36	\$3.96
Recycling, 1.5 cubic yard Dumpster	\$45.53	\$95.62	\$145.71	\$195.80	\$245.89	\$295.98	\$346.06	\$12.52
Recycling, 2 cubic yard Dumpster	\$60.71	\$127.50	\$194.29	\$261.07	\$327.86	\$394.65	\$461.43	\$16.70
Recycling, 3 cubic yard Dumpster	\$91.07	\$191.26	\$291.44	\$391.62	\$491.80	\$591.99	\$692.16	\$25.05
Recycling, 4 cubic yard Dumpster	\$121.43	\$255.00	\$388.58	\$522.15	\$655.72	\$789.29	\$922.87	\$33.39
Greenwaste, 32 gal Can	\$4.80	\$10.07	\$15.36	\$20.63	\$25.91	\$31.19	\$36.46	\$1.32
Greenwaste, 35 gal Cart	\$4.80	\$10.07	\$15.36	\$20.63	\$25.91	\$31.19	\$36.46	\$1.32
Greenwaste, 65 gal Cart	\$9.59	\$20.14	\$30.69	\$41.24	\$51.79	\$62.34	\$72.89	\$2.64
Greenwaste, 95 gal Cart	\$14.39	\$30.22	\$46.05	\$61.87	\$77.70	\$93.53	\$109.36	\$3.96
Greenwaste, 1.5 cubic yard Dumpster	\$45.53	\$95.62	\$145.71	\$195.80	\$245.89	\$295.98	\$346.06	\$12.52
Greenwaste, 2 cubic yard Dumpster	\$60.71	\$127.50	\$194.29	\$261.07	\$327.86	\$394.65	\$461.43	\$16.70
Greenwaste, 3 cubic yard Dumpster	\$91.07	\$191.26	\$291.44	\$391.62	\$491.80	\$591.99	\$692.16	\$25.05
Greenwaste, 4 cubic yard Dumpster	\$121.43	\$255.00	\$388.58	\$522.15	\$655.72	\$789.29	\$922.87	\$33.39
Foodscraps, 35 gal Cart	\$4.80	\$10.07	\$15.36	\$20.63	\$25.91	\$31.19	\$36.46	\$1.32
Foodscraps, 65 gal Cart	\$9.59	\$20.14	\$30.69	\$41.24	\$51.79	\$62.34	\$72.89	\$2.64
Foodscraps, 1.5 cubic yard Dumpster	\$45.53	\$95.62	\$145.71	\$195.80	\$245.89	\$295.98	\$346.06	\$12.52
Foodscraps, 2 cubic yard Dumpster	\$60.71	\$127.50	\$194.29	\$261.07	\$327.86	\$394.65	\$461.43	\$16.70
Foodscraps, 3 cubic yard Dumpster	\$91.07	\$191.26	\$291.44	\$391.62	\$491.80	\$591.99	\$692.16	\$25.05
Foodscraps, 4 cubic yard Dumpster	\$121.43	\$255.00	\$388.58	\$522.15	\$655.72	\$789.29	\$922.87	\$33.39

**Notes**

- Dumpster Rental Included in price. No credit for customer-owned dumpsters.
- Extra pickups for carts/cans not on regular service day are charged as "Go Back" (See Special Services).
- Extra pickups for dumpsters are on any day. Price is per pickup.
- All service is in-place.
- Foodscraps service requires a minimum of 2 collections per week.

**Estimated Contractor Compensation per Rate Classification\***

\* Contractor Compensation in FY 2023-24 is \$18,685,000 and is paid \$1,557,083.33 monthly. Amounts shown are representative estimates for demonstration purposes only.

July 1, 2023 to June 30, 2024

**Regularly Scheduled Rolloff and Compactor Service (10-40 yd containers)**

Service	Rate
Hauling Rolloff to Local Processor, Each Trip	\$233.47
Hauling Rolloff to Tajiguas, Each Trip	\$330.77
Hauling Compactor to Tajiguas, Each Trip	\$387.77
Hauling Compactor to Local Processor, Each Trip	\$291.82
Non-Service Fee for Rolloff/Compactor	\$80.03
Tipping Fee - actual fee multiplied by	1.1047
Rolloff Rental, Monthly	\$161.06
Compactor Rental, Monthly	\$715.83
Cart Dumper Rental, Monthly	\$151.89

**Notes**

- Service can be regular or on call.
- Haulers bill customers directly.

**Special Services**

Service	Charge per Incident
Exchange Cart-more than once per 3 months	\$10.73
Restart Service	\$20.75
Steam Clean Dumpster	\$63.55
Steam Clean Cart	\$10.73
Exchange Dumpster	\$63.55
Provide Padlock (pick up in office)	\$20.75
Provide Padlock (service in field)	\$56.07
Install Padlock on cart	\$41.55
Install Barlock on dumpster	\$122.53
Replace Key	\$8.30
Steam Clean Compactor	\$135.57
Steam Clean Rolloff	\$118.62
Go Back Charge/Special Pickup (up to 4 cans)	\$16.28
Overloaded Trash Dumpster	\$24.24
Overloaded Recycling Dumpster	\$11.49
Steam Clean Foodscraps Cart, Quarterly	\$1.79
Steam Clean Foodscraps Cart, Monthly	\$8.93
Steam Clean Foodscraps Dumpster, Quarterly	\$10.58
Steam Clean Foodscraps Dumpster, Monthly	\$52.96
Dumpster Push Out, each 25' more than first 25'	\$9.22

Service Types	Refuse Carts	Recycling Carts	Green waste Carts	Food Waste Carts	Refuse Bins	Recycling Bins	Green waste Bins	Food waste Bins	Total
4.0 - Base Service Charge	\$3,536,900								\$3,536,900
4.1 - SMR Refuse Cart	\$2,108,400								\$2,108,400
4.2 - SMR Recycling Cart		\$ 1,232,700.00							\$1,232,700
4.3 - SMR Green waste Cart			\$ 1,315,300				\$ 200.00		\$1,315,500
4.4 - LGR Refuse Cart	\$799,200								\$799,200
4.5 - LGR Recycling Cart		\$363,800							\$363,800
4.6 - LGR Green waste Cart			\$107,100						\$107,100
4.7 - BUS Refuse Cart	\$521,900								\$521,900
4.8 - BUS Recycling Cart		\$297,700							\$297,700
4.9 - BUS Green waste Cart			\$63,800						\$63,800
4.10 - BUS Food waste Cart				\$72,900					\$72,900
4.11 - LGR Refuse Bin					\$1,650,200				\$1,650,200
4.12 - LGR Recycling Bin						\$196,300			\$196,300
4.13 - LGR Green waste Bin							\$19,200		\$19,200
4.14 - LGR Food waste Bin								\$3,900	\$3,900
4.15 - BUS Refuse Bin					\$4,578,300				\$4,578,300
4.16 - BUS Recycling Bin						\$1,668,600			\$1,668,600
4.17 - BUS Green waste Bin							\$52,800		\$52,800
4.18 - BUS Food waste Bin								\$95,800	\$95,800
<b>TOTAL COS BY RATE % EST.</b>	<b>\$6,966,400</b>	<b>\$1,894,200</b>	<b>\$1,486,200</b>	<b>\$72,900</b>	<b>\$6,228,500</b>	<b>\$1,864,900</b>	<b>\$72,200</b>	<b>\$99,700</b>	<b>\$18,685,000</b>

4.1 SMR Trash Carts  
\$2,108,400 Annual Revenue Requirement

							Demonstration of Compensation Outcome		
Billcode	Container	Trash Units	Containers	Count	Total Containers	Monthly Compensation Rate	Billcode	Monthly Compensation Amount	Annual Compensation Amount
SMR	Base Service Charge	1	1	17579	17579	\$16.77		\$294,739.00	\$3,536,867.95
CN1	Trash, one 32 gal Can	1	1	6533	6533	\$5.28	CN1	\$34,500.68	\$414,008.20
CN2	Trash, two 32 gal Cans	2	2	857	1714	\$5.28	CN2	\$9,051.61	\$108,619.33
CN3	Trash, three 32 gal Cans	3	3	161	483	\$5.28	CN3	\$2,550.72	\$30,608.60
CN4	Trash, four 32 gal Cans	4	4	59	236	\$5.28	CN4	\$1,246.31	\$14,955.75
CN5	Trash, each additional 35 gal in Cans	1	1	22	22	\$5.28	CN5	\$116.18	\$1,394.18
CC1	Trash, 35 gal Cart	1	1	5218	5218	\$5.28	CC1	\$27,556.19	\$330,674.24
CC2	Trash, 65 gal Cart	2	1	5592	5592	\$10.56	CC2	\$59,062.55	\$708,750.61
CC3	Trash, 95 gal Cart	3	1	2365	2365	\$15.84	CC3	\$37,468.60	\$449,623.17
CC4	Trash, 130 gal in Carts	4	1	162	162	\$21.12	CC4	\$3,422.08	\$41,064.95
CC5	Trash, each additional 35 gal in Carts	1	1	138	138	\$5.28	CC5	\$728.78	\$8,745.31
<b>22463 SUM</b>								<b>\$175,703.69</b>	<b>\$2,108,444.34 SUM</b>

4.2 SMR Recycle Carts  
\$1,232,700 Annual Revenue Requirement

					Demonstration of Compensation Outcome		
Billcode	Container	Count	Monthly Compensation Rate	Billcode	Monthly Compensation Amount	Annual Compensation Amount	
RCC	Recycle, 32 gal Can	9432	\$2.64	RCC	\$24,905.13	\$298,861.58	
RC3	Recycle, 35 gal Cart	2244	\$2.64	RC3	\$5,925.27	\$71,103.20	
RC6	Recycle, 65 gal Cart	6554	\$5.28	RC6	\$34,611.58	\$415,339.01	
RC9	Recycle, 65 gal Cart	4707	\$7.92	RC9	\$37,286.40	\$447,436.84	
<b>22937 SUM</b>					<b>\$ 102,728.39</b>	<b>\$ 1,232,740.63 SUM</b>	

4.3(a) SMR Greenwaste Carts  
\$1,315,300 Annual Revenue Requirement

					Demonstration of Compensation Outcome		
Billcode	Container	Count	Monthly Compensation Rate	Billcode	Monthly Compensation Amount	Annual Compensation Amount	
GCC	Greenwaste, 32 gal Can	9995	\$2.64	GCC	\$26,391.73	\$316,700.75	
GC3	Greenwaste, 35 gal Cart	2647	\$2.64	GC3	\$6,989.39	\$83,872.62	
GC6	Greenwaste, 35 gal Cart	6456	\$5.28	GC6	\$34,094.05	\$409,128.57	
GC9	Greenwaste, 35 gal Cart	5319	\$7.92	GC9	\$42,134.35	\$505,612.19	
<b>24417 SUM</b>					<b>\$ 109,609.51</b>	<b>\$ 1,315,314.13 SUM</b>	

4.3(b) SMR Greenwaste Dumpsters  
Special Annual Revenue Requirement

Set equal to LGR rate, as there are a negligible number of SMR greenwaste Dumpsters

Billcode	Container	Count
GD1	Greenwaste Dumpster, 1.5 yd	0
GD2	Greenwaste Dumpster, 2 yd	1
GD3	Greenwaste Dumpster, 3 yd	0
GD4	Greenwaste Dumpster, 4 yd	0

Monthly Compensation Rate
\$15.07
\$20.09
\$30.12
\$40.17

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
GD1	\$0.00	\$0.00
GD2	\$20.09	\$241.04
GD3	\$0.00	\$0.00
GD4	\$0.00	\$0.00

1 SUM

\$ 20.09 \$ 241.04 SUM

4.4 LGR Trash Carts  
\$799,200 Annual Revenue Requirement

LGR_service_count		Number of Collections per Week						Total Container Collections
Billcode	Container	1	2	3	4	5	6	
TCC	Trash, 32 gal Can	312	1251	89	20	0	0	3086
TC3	Trash, 35 gal Cart	167	50	0	0	0	0	260
TC6	Trash, 65 gal Cart	210	89	0	0	0	0	378
TC9	Trash, 96 gal Cart	321	423	67	11	4	0	1398

Monthly Compensation Rate
\$8.03
\$8.03
\$16.06
\$24.08

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
TCC	\$24,774.55	\$297,294.61
TC3	\$2,087.29	\$25,047.50
TC6	\$6,069.20	\$72,830.44
TC9	\$33,669.63	\$404,035.52

5122 SUM

\$66,600.67 \$799,208.08 SUM

4.5 LGR Recycle Carts  
\$363,800 Annual Revenue Requirement

LGR_service_count		Number of Collections per Week						Total Container Collections
Billcode	Container	1	2	3	4	5	6	
RCC	Recycling, 32 gal Can	1191	69	0	0	0	0	1297
RC3	Recycling, 35 gal Cart	228	3	0	0	0	0	228
RC6	Recycling, 65 gal Cart	313	33	0	0	0	0	370
RC9	Recycling, 96 gal Cart	1388	162	31	0	0	0	1762

Monthly Compensation Rate
\$4.02
\$4.02
\$8.03
\$12.04

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
RCC	\$5,209.26	\$62,511.12
RC3	\$915.74	\$10,988.85
RC6	\$2,970.38	\$35,644.53
RC9	\$21,222.30	\$254,667.59

3657 SUM

\$30,317.67 \$363,812.08 SUM

4.6 LGR Recycle Carts  
\$107,100 Annual Revenue Requirement

LGR_service_count		Number of Collections per Week						Total Container Collections
Billcode	Container	1	2	3	4	5	6	
GCC	Greenwaste, 32 gal Can	601	0	0	0	0	0	586
GC3	Greenwaste, 35 gal Cart	50	0	0	0	0	0	48
GC6	Greenwaste, 65 gal Cart	146	10	0	0	0	0	162
GC9	Greenwaste, 96 gal Cart	433	0	0	0	0	0	422

Monthly Compensation Rate
\$4.02
\$4.02
\$8.03
\$12.04

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
RCC	\$2,353.61	\$28,243.26
RC3	\$192.79	\$2,313.44
RC6	\$1,300.54	\$15,606.52
RC9	\$5,082.75	\$60,993.03

1218 SUM

\$8,929.69 \$107,156.26 SUM

4.7 BUS Trash Carts  
\$521,900 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
TCC	Trash, 32 gal Can	137	142	11	0	0	7	0	484
TC3	Trash, 35 gal Cart	76	30	3	0	0	0	0	141
TC6	Trash, 65 gal Cart	194	55	12	0	1	0	0	336
TC9	Trash, 96 gal Cart	449	139	51	25	6	16	0	1079

Monthly Compensation Rate
\$9.59
\$9.59
\$19.19
\$28.78

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
TCC	\$4,642.06	\$55,704.70
TC3	\$1,352.34	\$16,228.02
TC6	\$6,446.76	\$77,361.15
TC9	\$31,051.27	\$372,615.25

2040 SUM

\$43,492.43 \$521,909.12 SUM

4.8 BUS Recycle Carts  
\$297,700 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
RCC	Recycling, 32 gal Can	263	0	0	0	0	0	0	263
RC3	Recycling, 35 gal Cart	73	1	0	0	0	0	0	75
RC6	Recycling, 65 gal Cart	197	8	0	0	0	0	0	213
RC9	Recycling, 96 gal Cart	1005	142	31	13	0	6	0	1470
									2021 SUM

Monthly Compensation Rate
\$4.80
\$4.80
\$9.59
\$14.39

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
RCC	\$1,261.84	\$15,142.12
RC3	\$359.84	\$4,318.09
RC6	\$2,042.89	\$24,514.67
RC9	\$21,151.70	\$253,820.40
		SUM
	\$24,816.27	\$297,795.28

4.9 BUS Greenwaste Carts  
\$63,800 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
GCC	Greenwaste, 32 gal Can	116	0	0	0	0	0	0	113
GC3	Greenwaste, 35 gal Cart	49	0	0	0	0	0	0	47
GC6	Greenwaste, 65 gal Cart	70	0	0	0	0	0	0	68
GC9	Greenwaste, 96 gal Cart	278	0	0	0	0	0	0	271
									499 SUM

Monthly Compensation Rate
\$4.80
\$4.80
\$9.59
\$14.39

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
GCC	\$542.16	\$6,505.93
GC3	\$225.50	\$2,706.01
GC6	\$652.19	\$7,826.28
GC9	\$3,899.40	\$46,792.74
		SUM
	\$5,319.25	\$63,830.95

4.10 BUS Foodscraps Carts  
\$72,900 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
FC3	Foodscraps, 32 gal Cart	12	82	40	0	6	0	0	318
FC6	Foodscraps, 64 gal Cart	36	79	91	5	0	0	0	475
									793 SUM

Monthly Compensation Rate
\$4.80
\$9.59

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
FC3	\$1,525.73	\$18,308.72
FC6	\$4,555.74	\$54,668.86
		SUM
	\$6,081.47	\$72,977.58

4.11 LGR Trash Bins  
\$1,650,200 Annual Revenue Requirement

LGR_service_count		Number of Collections per Week						Total Container Collections	
Billcode	Container	1	2	3	4	5	6		
TD1	Trash, 1.5 cubic yard Dumpst	6	21	1	0	0	0	49	
TD2	Trash, 2 cubic yard Dumpstei	32	106	33	2	1	1	353	
TD3	Trash, 3 cubic yard Dumpstei	24	57	50	8	1	0	317	
TD4	Trash, 4 cubic yard Dumpstei	8	24	40	13	2	2	244	
TK1	Trash Compacted, 1.5 cubic y	0	0	0	0	0	0	0	
TK2	Trash Compacted, 2 cubic ya	0	0	0	0	0	0	0	
TK3	Trash Compacted, 3 cubic ya	0	0	0	0	0	0	0	
									963 SUM

Monthly Compensation Rate
\$76.22
\$101.62
\$152.43
\$203.24
\$228.65
\$304.87
\$457.30

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
TD1	\$3,734.62	\$44,815.43
TD2	\$35,872.66	\$430,471.98
TD3	\$48,321.39	\$579,856.73
TD4	\$49,591.67	\$595,100.07
TK1	\$0.00	\$0.00
TK2	\$0.00	\$0.00
TK3	\$0.00	\$0.00
		SUM
	\$137,520.35	\$1,650,244.20

4.12 LGR Recycle Bins  
\$196,300 Annual Revenue Requirement

LGR_service_count		Number of Collections per Week						Total Container Collections	
Billcode	Container	1	2	3	4	5	6		
RD1	Recycling, 1.5 cubic yard Dur	4	9	1	0	0	0	24	
RD2	Recycling, 2 cubic yard Dumç	21	14	1	1	0	0	54	
RD3	Recycling, 3 cubic yard Dumç	14	23	9	0	0	0	84	
RD4	Recycling, 4 cubic yard Dumç	7	21	5	0	0	0	62	
									224 SUM

Monthly Compensation Rate
\$38.11
\$50.81
\$76.22
\$101.62

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
RD1	\$914.60	\$10,975.21
RD2	\$2,743.80	\$32,925.62
RD3	\$6,402.20	\$76,826.44
RD4	\$6,300.58	\$75,606.98
		SUM
	\$16,361.19	\$196,334.24

4.13 LGR Greenwaste Bins  
\$19,200 Annual Revenue Requirement

LGR_service_count		Number of Collections per Week						Total Container Collections
Billcode	Container	1	2	3	4	5	6	
GD1	Greenwaste, 1.5 cubic yard C	0	0	0	0	0	0	0
GD2	Greenwaste, 2 cubic yard Du	6	0	0	0	0	0	5
GD3	Greenwaste, 3 cubic yard Du	8	2	0	0	0	0	11
GD4	Greenwaste, 4 cubic yard Du	2	2	0	0	0	0	5
								21 SUM

Monthly Compensation Rate
\$38.11
\$50.81
\$76.22
\$101.62

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
GD1	\$0.00	\$0.00
GD2	\$254.06	\$3,048.67
GD3	\$838.38	\$10,060.61
GD4	\$508.11	\$6,097.34
		\$1,600.55
		\$19,206.61 SUM

4.14 LGR Foodscraps Bins  
\$3,900 Annual Revenue Requirement

LGR_service_count		Number of Collections per Week						Total Container Collections
Billcode	Container	1	2	3	4	5	6	
FD1	Foodscraps, 1.5 cubic yard D	0	0	1	0	0	0	2
FD2	Foodscraps, 2 cubic yard Dur	0	0	2	0	0	0	5
FD3	Foodscraps, 3 cubic yard Dur	0	0	0	0	0	0	0
FD4	Foodscraps, 4 cubic yard Dur	0	0	0	0	0	0	0
								7 SUM

Monthly Compensation Rate
\$38.11
\$50.81
\$76.22
\$101.62

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
FD1	\$76.22	\$914.60
FD2	\$254.06	\$3,048.67
FD3	\$0.00	\$0.00
FD4	\$0.00	\$0.00
		\$330.27
		\$3,963.27 SUM

4.15 BUS Trash Bins  
\$4,578,300 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
TD1	Trash, 1.5 cubic yard Dumpster	74	17	4	2	0	0	0	124
TD2	Trash, 2 cubic yard Dumpster	150	103	30	5	2	5	0	494
TD3	Trash, 3 cubic yard Dumpster	110	100	51	19	14	11	1	665
TD4	Trash, 4 cubic yard Dumpster	68	59	57	39	22	22	0	737
TH1	Trash, 1.5 cubic yard Dumpster	1	0	0	0	0	0	0	0
TH2	Trash, 2 cubic yard Dumpster	5	2	0	0	0	0	0	8
TH3	Trash, 3 cubic yard Dumpster	2	4	1	0	1	0	0	17
TH4	Trash, 4 cubic yard Dumpster	4	4	3	0	1	0	0	25
TK1	Trash Compacted, 1.5 cubic yard Dumpster	0	0	0	0	0	0	0	0
TK2	Trash Compacted, 2 cubic yard Dumpster	0	0	0	0	0	0	0	0
TK3	Trash Compacted, 3 cubic yard Dumpster	0	0	0	0	0	0	0	0
									2070 SUM

Monthly Compensation Rate
\$91.07
\$121.43
\$182.14
\$242.86
\$91.07
\$121.43
\$182.14
\$242.86
\$273.22
\$364.29
\$546.43

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
TD1	\$11,293.24	\$135,518.88
TD2	\$59,986.19	\$719,834.26
TD3	\$121,125.96	\$1,453,511.48
TD4	\$178,987.13	\$2,147,845.53
TH1	\$0.00	\$0.00
TH2	\$971.44	\$11,657.23
TH3	\$3,096.45	\$37,157.44
TH4	\$6,071.48	\$72,857.72
TK1	\$0.00	\$0.00
TK2	\$0.00	\$0.00
TK3	\$0.00	\$0.00
		\$381,531.88
		\$4,578,382.53 SUM

4.16 BUS Recycle Bins  
\$1,668,600 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
RD1	Recycling, 1.5 cubic yard Dur	52	8	1	1	0	0	0	73
RD2	Recycling, 2 cubic yard Dumf	108	39	14	3	3	1	0	254
RD3	Recycling, 3 cubic yard Dumf	83	72	26	9	5	5	1	393
RD4	Recycling, 4 cubic yard Dumf	80	79	51	38	10	20	0	696
									1416 SUM

Monthly Compensation Rate
\$45.53
\$60.71
\$91.07
\$121.43

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
RD1	\$3,324.05	\$39,888.56
RD2	\$15,421.55	\$185,058.60
RD3	\$35,792.28	\$429,507.42
RD4	\$84,514.95	\$1,014,179.44
		\$139,052.84
		\$1,668,634.02 SUM

4.17 BUS Greenwaste Bins  
\$52,800 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
GD1	Greenwaste, 1.5 cubic yard C	3	0	0	0	0	0	0	2
GD2	Greenwaste, 2 cubic yard Du	5	0	5	0	0	0	0	19
GD3	Greenwaste, 3 cubic yard Du	9	2	0	0	0	0	0	12
GD4	Greenwaste, 4 cubic yard Du	11	2	1	0	0	0	0	17
									50 SUM

Monthly Compensation Rate
\$45.53
\$60.71
\$91.07
\$121.43

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
GD1	\$91.07	\$1,092.84
GD2	\$1,153.58	\$13,842.97
GD3	\$1,092.89	\$13,114.73
GD4	\$2,064.30	\$24,771.62
		\$4,401.85
		\$52,822.16 SUM

4.18 BUS Foodscraps Bins  
 \$95,800 Annual Revenue Requirement

BUS_service_count		Number of Collections per Week							Total Container Collections
Billcode	Container	1	2	3	4	5	6	7	
FD1	Foodscraps, 1.5 cubic yard D	1	10	0	0	0	0	0	20
FD2	Foodscraps, 2 cubic yard Dur	5	22	14	0	0	0	0	88
FD3	Foodscraps, 3 cubic yard Dur	1	2	5	0	0	0	0	19
FD4	Foodscraps, 4 cubic yard Dur	0	0	0	0	0	0	0	0
									127 SUM

Monthly Compensation Rate
\$45.53
\$60.71
\$91.07
\$121.43

Demonstration of Compensation Outcome		
Billcode	Monthly Compensation Amount	Annual Compensation Amount
FD1	\$910.70	\$10,928.37
FD2	\$5,342.90	\$64,114.79
FD3	\$1,730.42	\$20,764.99
FD4	\$0.00	\$0.00
	\$7,984.01	\$95,808.16 SUM

## EXHIBIT 27 CURRENT ADOPTED RATES

This Exhibit shows current City Adopted Rates effective July 1, 2022 through June 30, 2023. Updates to this Exhibit shall be made by resolution of the City Counsel.



**CITY OF SANTA BARBARA**  
**MONTHLY FRANCHISE TRASH & RECYCLING COLLECTION RATES**  
July 1, 2022 to June 30, 2023

### Small Residential Service

Service	Rate
Base Service Charge	\$35.40
Trash, one 32 gal Can	\$11.15
Trash, 35 gal Cart	\$11.15
Trash, 65 gal Cart	\$22.30
Trash, 95 gal Cart	\$33.45
Trash Bag, each additional on regular service day	\$3.33
Trash Bags (up to 4), not on regular service day	\$18.79
Recycling Can	\$5.58
Recycling Cart, 35 gal	\$5.58
Recycling Cart, 65 gal	\$11.15
Recycling Cart, 95 gal	\$16.73
Recycling Bag, each additional on regular service day	\$0.00
Recycling Bags (up to 4), not on regular service day	\$18.79
Greenwaste Can	\$5.58
Greenwaste Cart, 35 gal	\$5.58
Greenwaste Cart, 65 gal	\$11.15
Greenwaste Cart, 95 gal	\$16.73
Greenwaste Bag, each additional on regular service day	\$0.00
Greenwaste Bags (up to 4), not on regular service day	\$18.79
Greenwaste Dumpster, 1.5 yd	\$31.82
Greenwaste Dumpster, 2 yd	\$42.41
Greenwaste Dumpster, 3 yd	\$53.60
Greenwaste Dumpster, 4 yd	\$84.82
In-Place Additional Charge	\$40.92

#### Notes

- Small Residential Service rates apply to accounts serving 4 or fewer dwelling units.
- All Small Residential accounts are subject to a Base Service Charge that includes unlimited recycling and greenwaste in carts and cans at no extra charge.
- All service once per week. Upon approval by the Environmental Services Manager, a Small Residential account holder may receive and be billed for increased collection frequency.
- Carts not rolled to the curb on collection day are subject to "In-Place" additional charges.
- Low income customers are exempted from 6% Utility Users Tax.



CITY OF SANTA BARBARA

MONTHLY FRANCHISE TRASH & RECYCLING COLLECTION RATES

July 1, 2022 to June 30, 2023

Large Residential Service

Container Type	Number of Collections per Week						Extra Pickup (per cont.)
	1	2	3	4	5	6	
Trash, 32 gal Can	\$16.95	\$35.60	\$54.24	\$72.89	\$91.53	\$110.18	\$4.66
Trash, 35 gal Cart	\$16.95	\$35.60	\$54.24	\$72.89	\$91.53	\$110.18	\$4.66
Trash, 35 gal Cart In-Place Charge	\$5.09	\$10.68	\$16.27	\$21.87	\$27.46	\$33.05	
Trash, 65 gal Cart	\$33.90	\$71.19	\$108.48	\$145.77	\$183.06	\$220.35	\$9.32
Trash, 65 gal Cart In-Place Charge	\$10.17	\$21.36	\$32.54	\$43.73	\$54.92	\$66.11	
Trash, 95 gal Cart	\$50.85	\$106.79	\$162.72	\$218.66	\$274.59	\$330.53	\$13.98
Trash, 95 gal Cart In-Place Charge	\$15.26	\$32.04	\$48.82	\$65.60	\$82.38	\$99.16	
Trash, 1.5 cubic yard Dumpster	\$160.92	\$337.93	\$514.94	\$691.96	\$868.97	\$1,045.98	\$44.25
Trash, 2 cubic yard Dumpster	\$214.56	\$450.58	\$686.59	\$922.61	\$1,158.62	\$1,394.64	\$59.00
Trash, 3 cubic yard Dumpster	\$321.84	\$675.86	\$1,029.89	\$1,383.91	\$1,737.94	\$2,091.96	\$88.51
Trash, 4 cubic yard Dumpster	\$429.12	\$901.15	\$1,373.18	\$1,845.22	\$2,317.25	\$2,789.28	\$118.01
Trash Compacted, 1.5 cubic yard Dumpster	\$482.76	\$1,013.80	\$1,544.83	\$2,075.87	\$2,606.90	\$3,137.94	\$132.76
Trash Compacted, 2 cubic yard Dumpster	\$643.68	\$1,351.73	\$2,069.78	\$2,767.82	\$3,475.87	\$4,183.92	\$177.01
Trash Compacted, 3 cubic yard Dumpster	\$965.52	\$2,027.59	\$3,089.66	\$4,151.74	\$5,213.81	\$6,275.88	\$265.52
Recycling, 32 gal Can	\$8.48	\$17.81	\$27.14	\$36.46	\$45.79	\$55.12	\$2.33
Recycling, 35 gal Cart	\$8.48	\$17.81	\$27.14	\$36.46	\$45.79	\$55.12	\$2.33
Recycling, 35 gal Cart In-Place Charge	\$2.54	\$5.34	\$8.14	\$10.94	\$13.74	\$16.54	
Recycling, 65 gal Cart	\$16.95	\$35.60	\$54.24	\$72.89	\$91.53	\$110.18	\$4.66
Recycling, 65 gal Cart In-Place Charge	\$5.09	\$10.68	\$16.27	\$21.87	\$27.46	\$33.05	
Recycling, 95 gal Cart	\$25.43	\$53.40	\$81.38	\$109.35	\$137.32	\$165.30	\$6.99
Recycling, 95 gal Cart In-Place Charge	\$7.63	\$16.02	\$24.41	\$32.81	\$41.20	\$49.59	
Recycling, 1.5 cubic yard Dumpster	\$80.46	\$168.97	\$257.47	\$345.98	\$434.48	\$522.99	\$22.13
Recycling, 2 cubic yard Dumpster	\$107.28	\$225.29	\$343.30	\$461.30	\$579.31	\$697.32	\$29.50
Recycling, 3 cubic yard Dumpster	\$160.92	\$337.93	\$514.94	\$691.96	\$868.97	\$1,045.98	\$44.25
Recycling, 4 cubic yard Dumpster	\$214.56	\$450.58	\$686.59	\$922.61	\$1,158.62	\$1,394.64	\$59.00
Greenwaste, 32 gal Can	\$8.48	\$17.81	\$27.14	\$36.46	\$45.79	\$55.12	\$2.33
Greenwaste, 35 gal Cart	\$8.48	\$17.81	\$27.14	\$36.46	\$45.79	\$55.12	\$2.33
Greenwaste, 35 gal Cart In-Place Charge	\$2.54	\$5.34	\$8.14	\$10.94	\$13.74	\$16.54	
Greenwaste, 65 gal Cart	\$16.95	\$35.60	\$54.24	\$72.89	\$91.53	\$110.18	\$4.66
Greenwaste, 65 gal Cart In-Place Charge	\$5.09	\$10.68	\$16.27	\$21.87	\$27.46	\$33.05	
Greenwaste, 95 gal Cart	\$25.43	\$53.40	\$81.38	\$109.35	\$137.32	\$165.30	\$6.99
Greenwaste, 95 gal Cart In-Place Charge	\$7.63	\$16.02	\$24.41	\$32.81	\$41.20	\$49.59	
Greenwaste, 1.5 cubic yard Dumpster	\$80.46	\$168.97	\$257.47	\$345.98	\$434.48	\$522.99	\$22.13
Greenwaste, 2 cubic yard Dumpster	\$107.28	\$225.29	\$343.30	\$461.30	\$579.31	\$697.32	\$29.50
Greenwaste, 3 cubic yard Dumpster	\$160.92	\$337.93	\$514.94	\$691.96	\$868.97	\$1,045.98	\$44.25
Greenwaste, 4 cubic yard Dumpster	\$214.56	\$450.58	\$686.59	\$922.61	\$1,158.62	\$1,394.64	\$59.00
Foodscraps, 1.5 cubic yard Dumpster	\$80.46	\$168.97	\$257.47	\$345.98	\$434.48	\$522.99	\$22.13
Foodscraps, 2 cubic yard Dumpster	\$107.28	\$225.29	\$343.30	\$461.30	\$579.31	\$697.32	\$29.50
Foodscraps, 3 cubic yard Dumpster	\$160.92	\$337.93	\$514.94	\$691.96	\$868.97	\$1,045.98	\$44.25
Foodscraps, 4 cubic yard Dumpster	\$214.56	\$450.58	\$686.59	\$922.61	\$1,158.62	\$1,394.64	\$59.00

Notes

- Large Residential Service rates apply to accounts serving 5 or more dwelling units.
- Carts not brought to the curb on collection day are subject to "In-Place" additional charges.
- Extra pickups for carts/cans not on regular service day are charged as "Go Back" (See Special Services).
- Extra pickups for dumpsters are on any day. Price is per pickup.
- Foodscraps service requires a minimum of 2 collections per week.



CITY OF SANTA BARBARA

MONTHLY FRANCHISE TRASH & RECYCLING COLLECTION RATES

July 1, 2022 to June 30, 2023

Business and School Service

Container Type	Number of Collections per Week							Extra Pickup (per cont.)
	1	2	3	4	5	6	7	
Trash, 32 gal Can	\$20.25	\$42.53	\$64.80	\$87.08	\$109.35	\$131.63	\$153.90	\$5.57
Trash, 35 gal Cart	\$20.25	\$42.53	\$64.80	\$87.08	\$109.35	\$131.63	\$153.90	\$5.57
Trash, 65 gal Cart	\$40.51	\$85.07	\$129.63	\$174.19	\$218.75	\$263.32	\$307.88	\$11.14
Trash, 95 gal Cart	\$60.76	\$127.60	\$194.43	\$261.27	\$328.10	\$394.94	\$461.78	\$16.71
Trash, 1.5 cubic yard Dumpster	\$192.29	\$403.81	\$615.33	\$826.85	\$1,038.37	\$1,249.89	\$1,461.40	\$52.88
Trash, 2 cubic yard Dumpster	\$256.38	\$538.40	\$820.42	\$1,102.43	\$1,384.45	\$1,666.47	\$1,948.49	\$70.50
Trash, 3 cubic yard Dumpster	\$384.57	\$807.60	\$1,230.62	\$1,653.65	\$2,076.68	\$2,499.71	\$2,922.73	\$105.76
Trash, 4 cubic yard Dumpster	\$512.76	\$1,076.80	\$1,640.83	\$2,204.87	\$2,768.90	\$3,332.94	\$3,896.98	\$141.01
Trash Compacted, 1.5 cubic yard Dumpster	\$576.86	\$1,211.41	\$1,845.95	\$2,480.50	\$3,115.04	\$3,749.59	\$4,384.14	\$158.64
Trash Compacted, 2 cubic yard Dumpster	\$769.14	\$1,615.19	\$2,461.25	\$3,307.30	\$4,153.36	\$4,999.41	\$5,845.46	\$211.51
Trash Compacted, 3 cubic yard Dumpster	\$1,153.71	\$2,422.79	\$3,691.87	\$4,960.95	\$6,230.03	\$7,499.12	\$8,768.20	\$317.27
Recycling, 32 gal Can	\$10.13	\$21.27	\$32.42	\$43.56	\$54.70	\$65.85	\$76.99	\$2.79
Recycling, 35 gal Cart	\$10.13	\$21.27	\$32.42	\$43.56	\$54.70	\$65.85	\$76.99	\$2.79
Recycling, 65 gal Cart	\$20.25	\$42.53	\$64.80	\$87.08	\$109.35	\$131.63	\$153.90	\$5.57
Recycling, 95 gal Cart	\$30.38	\$63.80	\$97.22	\$130.63	\$164.05	\$197.47	\$230.89	\$8.35
Recycling, 1.5 cubic yard Dumpster	\$96.14	\$201.89	\$307.65	\$413.40	\$519.16	\$624.91	\$730.66	\$26.44
Recycling, 2 cubic yard Dumpster	\$128.19	\$269.20	\$410.21	\$551.22	\$692.23	\$833.24	\$974.24	\$35.25
Recycling, 3 cubic yard Dumpster	\$192.29	\$403.81	\$615.33	\$826.85	\$1,038.37	\$1,249.89	\$1,461.40	\$52.88
Recycling, 4 cubic yard Dumpster	\$256.38	\$538.40	\$820.42	\$1,102.43	\$1,384.45	\$1,666.47	\$1,948.49	\$70.50
Greenwaste, 32 gal Can	\$10.13	\$21.27	\$32.42	\$43.56	\$54.70	\$65.85	\$76.99	\$2.79
Greenwaste, 35 gal Cart	\$10.13	\$21.27	\$32.42	\$43.56	\$54.70	\$65.85	\$76.99	\$2.79
Greenwaste, 65 gal Cart	\$20.25	\$42.53	\$64.80	\$87.08	\$109.35	\$131.63	\$153.90	\$5.57
Greenwaste, 95 gal Cart	\$30.38	\$63.80	\$97.22	\$130.63	\$164.05	\$197.47	\$230.89	\$8.35
Greenwaste, 1.5 cubic yard Dumpster	\$96.14	\$201.89	\$307.65	\$413.40	\$519.16	\$624.91	\$730.66	\$26.44
Greenwaste, 2 cubic yard Dumpster	\$128.19	\$269.20	\$410.21	\$551.22	\$692.23	\$833.24	\$974.24	\$35.25
Greenwaste, 3 cubic yard Dumpster	\$192.29	\$403.81	\$615.33	\$826.85	\$1,038.37	\$1,249.89	\$1,461.40	\$52.88
Greenwaste, 4 cubic yard Dumpster	\$256.38	\$538.40	\$820.42	\$1,102.43	\$1,384.45	\$1,666.47	\$1,948.49	\$70.50
Foodscraps, 35 gal Cart	\$10.13	\$21.27	\$32.42	\$43.56	\$54.70	\$65.85	\$76.99	\$2.79
Foodscraps, 65 gal Cart	\$20.25	\$42.53	\$64.80	\$87.08	\$109.35	\$131.63	\$153.90	\$5.57
Foodscraps, 1.5 cubic yard Dumpster	\$96.14	\$201.89	\$307.65	\$413.40	\$519.16	\$624.91	\$730.66	\$26.44
Foodscraps, 2 cubic yard Dumpster	\$128.19	\$269.20	\$410.21	\$551.22	\$692.23	\$833.24	\$974.24	\$35.25
Foodscraps, 3 cubic yard Dumpster	\$192.29	\$403.81	\$615.33	\$826.85	\$1,038.37	\$1,249.89	\$1,461.40	\$52.88
Foodscraps, 4 cubic yard Dumpster	\$256.38	\$538.40	\$820.42	\$1,102.43	\$1,384.45	\$1,666.47	\$1,948.49	\$70.50

Notes

- Dumpster Rental Included In price. No credit for customer-owned dumpsters.
- Extra pickups for carts/cans not on regular service day are charged as "Go Back" (See Special Services).
- Extra pickups for dumpsters are on any day. Price is per pickup.
- All service is in-place.
- Foodscraps service requires a minimum of 2 collections per week.



## **EXHIBIT 28**

### **PROCESS FOR CLAIMING RELIEF DUE TO UNCONTROLLABLE CIRCUMSTANCE**

#### **SECTION 1.1 COOPERATION DURING RELIEF EVENTS**

(A) Resumption of Performance. The Party claiming entitlement to relief due to an uncontrollable circumstance will use all reasonable efforts to eliminate the cause of the uncontrollable circumstance and to resume performance of its respective obligations under this Agreement.

(B) Mitigation. Whenever an uncontrollable circumstance occurs, the Parties will, as promptly as practicable, use all use reasonable efforts to eliminate the cause thereof, reduce costs resulting therefrom, mitigate and limit damage to the Parties, and resume or continue full performance under this Agreement. The Parties will also use all reasonable efforts to equitably determine the extent of relief to which a Party is entitled, provided that neither Party is required to forego any rights under this Agreement. Any relief to which a Party is entitled under this Article will be adjusted to account for the effect of such measures and any other mitigation measures which were or should have been taken by the Parties in compliance with their respective duties to mitigate.

#### **SECTION 1.2 RELIEF EVENT – CLAIM PROCEDURES**

(A) Notice and Written Report. To assert an entitlement based on the occurrence of a uncontrollable circumstance, the Party claiming entitlement to relief must give notice to the other Party as soon as practicable, and in any event within 10 Business Days of the date that the Party claiming entitlement has knowledge that the uncontrollable circumstance has caused or is likely to cause an entitlement to relief under this Agreement. The notice must include a written report:

- (1) Describing the uncontrollable circumstance and the cause thereof, to the extent known;
- (2) Stating the date on which the uncontrollable circumstance began and its estimated duration;
- (3) Summarizing the consequences of the uncontrollable circumstance and the expected impact on the performance of obligations under this Agreement for which the Party claiming entitlement is responsible;
- (4) Indicating the nature and scope of the relief to which the Party claims entitlement;
- (5) Stating the anticipated date for recommencement of performance of the obligations affected by the uncontrollable circumstance.

(B) Updates. The Party claiming entitlement to relief must provide the other Party with periodic updates, together with further details and supporting documentation, as it receives or develops additional information pertaining to the uncontrollable circumstance and the matters described in subsection (A) of this Section. In particular, the Party claiming entitlement to relief will notify the other Party as soon as the uncontrollable circumstance has ceased and of the time when the performance of its affected obligations can be resumed.

(C) Submittal of Relief Request. The Party claiming entitlement to relief must submit to the other Party a further notice making its request for specific relief, the basis therefor and the event giving rise to the requested relief within 30 days after the notice referred to in subsection (A) of this Section. If the specific relief cannot reasonably be ascertained within such 30-day period, the Party must furnish such notice within such longer period as necessary to detail the event and ascertain such relief.

(D) Delay in Notification. If any uncontrollable circumstance notice or any required information is submitted by the Party claiming entitlement to relief to the other Party after the dates required under this Section, then the Party claiming entitlement to relief will be entitled to relief provided due to the occurrence of the uncontrollable circumstance except to the extent that the ability to mitigate was adversely affected as a result of the delay in providing such notice or information.

(E) Multiple and Overlapping Claims. The Party claiming entitlement to relief may make multiple but not duplicative claims with respect to an uncontrollable circumstance.

(F) Burden of Proof and Mitigation. The Party claiming entitlement to relief bears the burden of proof in establishing the occurrence of a uncontrollable circumstance, the entitlement to relief based thereon, and compliance with its mitigation obligations under subsection 13.1(B) (Mitigation).

(G) Resumption of Performance. Promptly following the occurrence of a uncontrollable circumstance, the Party claiming entitlement to relief must use all reasonable efforts to eliminate the cause thereof and resume the performance of its obligations under this Agreement.

(H) Relief Request Response. The Party receiving the request for relief must respond within 30 days after receipt of a relief request submitted by the Party claiming entitlement to relief pursuant to subsection (C) of this Section. The response must include a written determination as to the extent, if any, to which it concurs with such relief request, and the reasons therefor.

(l) Agreement or Dispute. The agreement of the Parties as to the specific relief to be given to the Party claiming entitlement to relief on account of an uncontrollable circumstance will be documented by administrative memorandum or an amendment to this Agreement, as applicable. Any issue in dispute relating to the assertion of the occurrence of a uncontrollable circumstance may be referred to dispute resolution via mediation.

**EXHIBIT 29**  
**CONTRACTOR REPRESENTATIVE**

<b>Name</b>	Derek Carlson
Telephone number	805-963-1852
e-mail address	<a href="mailto:dcarlson@marborg.com">dcarlson@marborg.com</a>
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Contractor office address	728 E. Yanonali St, SB, CA 93103

Contractor may change any of this information following Notice to City.

**EXHIBIT 30  
CITY REPRESENTATIVE**

<b>Name</b>	Lorraine Cruz Carpenter
telephone number	805-991-7699
e-mail address	Lcruz_carpenter@santabararaca.gov
mailing address	<u>City of Santa Barbara</u>  Sustainability & Resilience Department 801 Garden Street – Suite 201 Santa Barbara, CA 93101
office address	Same as mailing address

City may change its representative following Notice to Contractor.