

Kern County

Agt. # 201-2015

**RESTATED
SOLID WASTE MANAGEMENT AGREEMENT**

between

THE COUNTY OF KERN, CALIFORNIA

and

SOUTH TULARE - RICHGROVE REFUSE, INC.



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Waste Management Department

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TABLE OF CONTENTS

**ARTICLE 1
DEFINITIONS; INTERPRETATIONS**

SECTION 1.1 DEFINITIONS..... 2
SECTION 1.2 INTERPRETATION 12

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR**

SECTION 2.1 REPRESENTATIONS AND WARRANTIES 13

**ARTICLE 3
GRANT OF NON-EXCLUSIVE FRANCHISE**

SECTION 3.1 GRANT OF EXTENSION OF NON-EXCLUSIVE FRANCHISE 15
SECTION 3.2 TERM OF AGREEMENT 15
SECTION 3.3 ADMINISTRATION FEE 16
SECTION 3.4 ASSIGNMENT AND TRANSFER OF AGREEMENT 16
SECTION 3.5 PAYMENT OF COST OF REVIEW BY COUNTY 17

**ARTICLE 4
COLLECTION SERVICES**

SECTION 4.1 COUNTY SOLD WASTE COLLECTION 18
SECTION 4.2 SOLID WASTE COLLECTION SERVICE OPERATING REQUIREMENTS 19
SECTION 4.3 CONTAINERS 20
SECTION 4.4 GENERAL REQUIREMENTS RELATING TO COLLECTION 22
SECTION 4.5 COLLECTION LOCATIONS 23
SECTION 4.6 OTHER WASTES 23
SECTION 4.7 COUNTY INTEGRATED WASTE MANAGEMENT PLAN COMPLIANCE 24
SECTION 4.8 CHANGES IN SCOPE OF COLLECTION SERVICES 24

**ARTICLE 5
PROCESSING AND TRANSFER**

SECTION 5.1 PROCESSING AND TRANSFER ARRANGEMENTS 25
SECTION 5.2 CONTRACTOR'S PROFIT OR LOSS FROM SALE OF RECOVERED
MATERIALS 25
SECTION 5.3 TITLE TO RECOVERED MATERIALS 25

**ARTICLE 6
SOLID WASTE DISPOSAL**

SECTION 6.1 SOLID WASTE DISPOSAL	26
SECTION 6.2 GATE FEES	26
SECTION 6.3 BIN FEES	27
SECTION 6.4 MANDATORY COMMERCIAL RECYCLING REPORT	29

**ARTICLE 7
PUBLIC AWARENESS**

SECTION 7.1 PUBLIC AWARENESS	29
------------------------------------	----

**ARTICLE 8
OPERATING ASSETS**

SECTION 8.1 OPERATING ASSETS	29
SECTION 8.2 OPERATION AND MAINTENANCE OF THE OPERATING ASSETS	30
SECTION 8.3 PERFORMANCE BOND	30
SECTION 8.4 COMPLIANCE WITH APPLICABLE LAW	31
SECTION 8.5 TAXES AND UTILITY CHARGES	31
SECTION 8.6 INSURANCE ON OPERATING ASSETS	31

**ARTICLE 9
GENERAL REQUIREMENTS**

SECTION 9.1 PUBLIC ACCESS TO THE CONTRACTOR	32
SECTION 9.2 SERVICE COMPLAINTS	32
SECTION 9.3 ACCOUNTING AND RECORDS	32
SECTION 9.4 PERSONNEL AND SUBCONTRACTORS	33
SECTION 9.5 INSURANCE REQUIREMENTS	34

**ARTICLE 10
RATES AND RATE REVIEW PROCESS**

SECTION 10.1 CONTRACTOR TO COLLECT FEES	37
SECTION 10.2 RATES	38
SECTION 10.3 SPECIAL CIRCUMSTANCES RATE REVIEW	39
SECTION 10.4 PUBLICATION OF RATES	39

**ARTICLE 11
DEFAULT, REMEDIES AND TERMINATION**

SECTION 11.1 DEFAULT AND REMEDIES	40
SECTION 11.2 LIQUIDATED DAMAGES	41
SECTION 11.3 UNCONTROLLABLE CIRCUMSTANCES	43

SECTION 11.4 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE	44
SECTION 11.5 WAIVER OF DEFENSES	44

**ARTICLE 12
RESOLUTION OF DISPUTES**

SECTION 12.1 NON-BINDING MEDIATION.....	45
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**ARTICLE 13
MISCELLANEOUS PROVISIONS**

SECTION 13.1 INDEMNIFICATION.....	45
SECTION 13.2 RELATIONSHIP OF THE PARTIES	46
SECTION 13.3 NOTICE TO PARTIES.....	46
SECTION 13.4 ACTIONS OF THE COUNTY IN ITS GOVERNMENTAL CAPACITY	47
SECTION 13.5 BINDING EFFECT.....	47
SECTION 13.6 AMENDMENTS.....	47
SECTION 13.7 FURTHER ASSURANCE	47

APPENDICES

APPENDIX 1	FRANCHISE ZONE MAP
APPENDIX 2	FRANCHISE AREA 44 LEGAL DESCRIPTION
APPENDIX 3	FRANCHISE AREA 44 MAP
APPENDIX 4	ZONE 1 – FRANCHISE AREA 44 – COLLECTION RATES <ul style="list-style-type: none"> • RESIDENTIAL COLLECTION RATES • NON-RESIDENTIAL COLLECTION RATES • MANDATORY COMMERCIAL RECYCLING RATES • SPECIAL SERVICES RATES
APPENDIX 5	CURBSIDE BULKY WASTE COLLECTION PROGRAM
APPENDIX 6	ILLEGAL DUMPING PROGRAM
APPENDIX 7	FREQUENCY AND SCHEDULE OF SOLID WASTE COLLECTION SERVICES
APPENDIX 8	MANDATORY COMMERCIAL RECYCLING REPORT
APPENDIX 9	MECHANISM FOR REFUSE COLLECTION FEE ADJUSTMENT TO FRANCHISE GARBAGE HAULER RATES
APPENDIX 10	STANDARDS FOR OVERLOADED CONTAINERS
APPENDIX 11	PUBLIC AWARENESS
APPENDIX 12	HOME-GENERATED SHARPS COLLECTION PROGRAM

RESTATED SOLID WASTE MANAGEMENT AGREEMENT

This Solid Waste Management Agreement (the "Agreement") originally entered into on the 15th day of August, 2000, is hereby amended and restated in its entirety on this 14th day of April 2015, by and between the COUNTY OF KERN, a political subdivision of the State of California (hereinafter referred to as "County"), SOUTH TULARE - RICHGROVE REFUSE, INC., with a principal business address of 210 Richgrove Drive; Richgrove, California 93261 (hereinafter referred to as "Contractor") (together, the "Parties").

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939") established a solid waste management process which requires cities and other local jurisdictions to implement source reduction, reuse and recycling as integrated waste management practices; and

WHEREAS, AB 939 authorizes and requires local agencies to make adequate provisions for solid waste handling within their jurisdictions; and

WHEREAS, Section 40059 of the State Public Resources Code provides that the County may determine aspects of solid waste handling which are of local concern, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges and fees and nature, location and extent of providing solid waste handling services and whether the services are to be provided by means of partially exclusive or wholly exclusive Agreement, contract, license, permit or otherwise, either with or without competitive bidding; and

WHEREAS, the County is obligated to protect the public health and safety of the residents of the unincorporated area of the County of Kern and arrangements by waste haulers for the collection of Solid Waste should be made in a manner consistent with the protection of public health and safety; and

WHEREAS, the County and the Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939 and the Resource Conservation and Recovery Act ("RCRA") 42 U.S.C. 9601 et seq.; and

WHEREAS, the County has granted Contractor a non-exclusive franchise to provide the services detailed herein, and has arranged with residents and other entities in the unincorporated area of the County of Kern for the collection, safe transport and disposal of Recyclable Materials and Solid Wastes which may inadvertently contain hazardous substances; and

WHEREAS, AB 341 establishes a policy goal for California that not less than 75% of solid waste generated be source-reduced, recycled or composted by 2020, and authorizes and requires local jurisdictions to implement Mandatory Commercial Recycling; and

WHEREAS, the County desires to provide additional recycling services to the residential and commercial customers in the Contractor's service area, including bulky waste collection services to residential customers, and

WHEREAS, the Board of Supervisors of the County of Kern determines and finds that the public interest, health, safety and well-being would be served if the Contractor continues to perform these services for Single-Unit Dwelling, Multiple-Family Dwelling and Non-Residential service Customers; and

WHEREAS, in accordance with Section 40059 of the State Public Resources Code, the Board of Supervisors is empowered to enter into agreements with any person or corporation and to prescribe the terms and conditions of such agreements; and

WHEREAS, on August 15, 2000, the County and the Contractor entered into a Solid Waste Management Agreement (Agreement No. 810-2000) for the collection, safe transport and disposal of solid waste, within the geographic area designated therein (Original Agreement); and

WHEREAS, the County and the Contractor entered into two subsequent amendments to the Original Agreement on January 8, 2002 (Agreement No. 040-2002) and on June 24, 2003 (Agreement No. 595-2003); and

WHEREAS, the County now desires to extend the term of the original agreement as amended; and

WHEREAS, the County and the Contractor now desire for the sake of expedience to include all of the terms of the Parties agreement, including the prior agreement and all amendments thereto, and all changes, additions and amendments to the parties existing agreement contained herein, into one restated agreement; and

WHEREAS, the Board of Supervisors authorized the execution of this restated Agreement on April 14, 2015.

NOW THEREFORE, in consideration of the respective and mutual covenants and promises herein, and subject to all the terms and conditions hereof, the Parties agree as follows:

ARTICLE 1 DEFINITIONS; INTERPRETATIONS

SECTION 1.1. DEFINITIONS. In this Agreement:

"AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), also commonly referred to as "AB 939," as amended, supplemented, superseded, and replaced from time to time.

"Affiliate" means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity, or under direct or indirect common management or control with such person, corporation or other entity. As between any two or more persons or entities, when 10% of one is owned, managed, or controlled by another, they are hereunder affiliates of one another.

"Agreement" means this Solid Waste Management Agreement between the County and the Contractor.

"Agreement Date" means the date of approval of this Solid Waste Management Agreement by the Board of Supervisors.

"Agreement Year" means a twelve-month period beginning on July 1 of each year and ending on June 30 of following year during the Term of this Agreement; provided however, that the first Agreement Year will commence on the Agreement Date and the last Agreement Year will end on the date of termination of this Agreement.

"Applicable Law" means any law, rule, regulation, requirement, guideline, permit, action, determination, or order of any Governmental Body having jurisdiction, applicable from time to time to the Collection Services; the Operating Assets; the siting, design, acquisition, permitting, construction, equipping, financing, ownership, possession, shakedown, testing, operation, or maintenance of any of the Operating Assets; or any other transaction or matter contemplated hereby (including any of the foregoing which concerns health, safety, fire, governmental protection, accommodation of the disabled, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, and further including the Kern County Code and the County Integrated Waste Management Plan).

"Automated Container" means a Container which can be lifted and tipped by equipment on Collection Vehicles.

"Base Rate" means the rate charged for basic collection service of Solid Waste which may include Trash, Source-Separated Organic Waste, Source-Separated Recyclable Materials, and Bulky Waste Collection as applicable in specified areas, as authorized by the Board of Supervisors, absent any discounts offered by the Contractor as specified in Appendix 4.

"Billing Statement" means a periodic statement issued by the Contractor to the Customer detailing all services rendered for the period and the status of the Customer's account.

"Bulk Container" means a container or bin having a capacity of 1.0 or more cubic yards.

"Bulky Waste" means large and small household appliances, furniture, carpets, mattresses, and similar large items of Solid Waste which cannot be contained within a residential trash Container, or which does not fit in or causes harm to Collection Vehicles.

"CalRecycle" means the Department of Resources Recycling and Recovery and any Governmental Body which succeeds to its duties and powers under Applicable Law.

"CEQA" means the California Environmental Quality Act, codified as California Public Resources Code Section 21000 et seq., as amended or superseded, and the regulations promulgated thereunder.

"Change in Law" means any of the following events or conditions and that has a material and adverse effect on the performance by the Contractor of the Collection Services (except for payment obligations):

- (1) The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Agreement Date; or
- (2) The order or judgment of any Governmental Body, on or after the Agreement Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the County or of the Contractor, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

"Collection Premises" means the Residential Premises, Non-Residential Premises, or both for which the Contractor is authorized to provide Collection Services.

"Collection Services" means all of the duties and obligations of the Contractor hereunder.

"Container" means any bin or container used by Generators in connection with the Collection Services.

"County" means the County of Kern, California, a political subdivision of the State, acting through its Board of Supervisors.

"County Code" means the Kern County Codified Ordinances, as the same may be amended, supplemented, or modified from time to time.

"County Solid Waste Management System" means the landfills and other facilities for the transfer, recycling, composting or disposal of Solid Waste operated by or under contract with the County.

"County Solid Waste" means any Solid Waste which was discarded by the Generator thereof, at any Collection Premises within the Solid Waste Franchise Area.

"Curbside Service" means Solid Waste pick-ups made within eight feet of the curb, alley line or the line of any public right-of-way or public thorough fare.

"Customer" means Owner or Generator.

"Designated Collection Location" refers to the location, at each Premises where containers of County Solid Waste whether source-separated or commingled, are customarily placed for collection, all in accordance with Section 4.5 herein.

"Designated Solid Waste Management Facility" means the facility designated by the Director to which the Contractor shall transport County Solid Waste and Residual Waste.

"Director" means the Director of the Kern County Waste Management, or his or her designated representative, or any employee of the County who succeeds to the duties and responsibilities of the Director.

"Emergency Services" means Solid Waste collection services, other than those specified under this grant of Agreement, provided during or as a result of an emergency which threatens the public health or safety, as determined by the Director.

"Fees-and-Costs" means reasonable fees and expenses of employees, attorneys, architects, engineers, expert witnesses, contractors, consultants and other persons, and costs of transcripts, printing of briefs and records on appeal, copying and other reimbursed expenses, and expenses of any Legal Proceeding.

"Final Determination" means a judgment, order, or other determination in any Legal Proceeding which has become final after all appeals or after the expiration of all time for appeal.

"Franchise Zone 1" means that portion of the unincorporated area of the County as described in Section 5.36.030 of the County Code and as depicted in Appendix 1.

"Generator" means any person that generates, produces, or discards County Solid Waste.

"Governmental Body" means any federal, state, county, city or regional legislative, executive, judicial or other governmental board, agency, authority, commission, administration, court or other body, or any officer thereof acting within the scope of his or her authority.

"Hazardous Waste" means:

(a) Any waste which by reason of its quality, concentration, composition, or physical, chemical, or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, 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, or any waste which is defined or regulated as a hazardous waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time, including, but not limited to:

- (1) The Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281;
- (2) The Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766;

- (3) The California Health & Safety Code Section 25117 (West 1992 & Supp. 1998);
- (4) The California Public Resources Code Section 40141 (West 1996); and
- (5) Future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances or hazardous wastes.

(b) Radioactive materials which are source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40, which are generated as non-residential waste. Hazardous Waste shall not be discarded in solid waste collection containers to be serviced by the Contractor.

"Household Hazardous Waste" means waste materials determined by CalRecycle, the Department of Toxic Substances Control, the State Water Resources Control Board, or the Air Resources Board to be:

- (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
- (2) Toxic/ignitable/corrosive/reactive; and
- (3) Carcinogenic/mutagenic/teratogenic, which are generated as residential waste. Household Hazardous Waste shall not be discarded in solid waste collection containers to be serviced by the Contractor.

"Immediate Family Members" shall mean a person's spouse, siblings, parents, children, grandchildren, aunts, uncles, nieces, and nephews.

"Insurance Requirement" means any rule, regulation, code, or requirement issued by any fire insurance rating bureau or anybody having similar functions or by any insurance company which has issued a policy with respect to the Operating Assets or the Collection Services.

"Legal Proceeding" means every action, suit, litigation, arbitration, administrative proceeding, and other legal or equitable proceeding having a bearing upon this Agreement.

"Liquid Waste" means watered or dewatered sewage or sludges.

"Loss-and-Expense" means any and all loss, liability, obligation, damage; delay, penalty, judgment, deposit, cost, claim, demand, charge, tax, or expense, including all fees and costs.

"Medical Waste" means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens, including without limitation certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing

labs, and waste which includes animal wastes or parts from slaughterhouses or rendering plants.

"Multiple-Unit Dwelling" means any building, or group of buildings on a single parcel, other than a Single-Unit Dwelling, lawfully occupied for human shelter. Multi-Unit Dwellings include, but are not limited to, apartment complexes, mobile home parks, senior housing/care facilities and condominium complexes.

"Non-Residential Premises" means all parcels of real property located within the County of Kern which are **not** classified under the Use Codes listed annually in the *Schedule of Solid Waste Management Program Service Charges (Land Use Fees) for Residential Real Property* are determined and declared to be non-residential real property.

"Non-Residential Waste" means County Solid Waste generated, produced, or discarded by or at Non-Residential Premises.

"Operating Assets" means all real and personal property of any kind, which is owned, leased, managed, or operated by or under contract to the Contractor for providing the Collection Services, including without limitation the Containers, Vehicles, transfer stations, maintenance and storage facilities, administrative facilities, and other equipment, machinery, parts, supplies and tools.

"Organic Waste" means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

"Owner" means the person holding the legal title or having a right to possession of the real property constituting the Collection Premises to which County Solid Waste collection service is provided or required to be provided hereunder.

"Process" or "Processing" refers to the removal of Recyclable Materials from County Solid Waste prior to the delivery of such County Solid Waste to the County Solid Waste Management System.

"Rates for Services" means those rates for collection set forth in Appendix 4.

"Recovered Materials" means the products, excluding Residual Waste, produced by the processing of Recyclable Materials.

"Recyclable Materials" means materials that have been separated from the solid waste stream prior to disposal and returning them for use or reuse in the form of raw materials for new, used or reconstituted products which meet the quality standard necessary to be used in the market place and that are not disposed. Recyclable Materials include any materials identified by the Director for which a market exists, including, but not limited to: plastic bottles and jars, cans, paper, cardboard, glass, newspaper, metal, wood, as well as compostable materials such as green waste, yard waste or food waste.

"Recycle," "Recycled," or "Recycling" means the process of collecting, sorting, cleansing, treating, reconstituting, or otherwise processing materials that are or would otherwise become Solid Waste and returning 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.

"Residential Premises" means all parcels of real property located within the County of Kern, in accordance with the "Use Codes" developed and maintained by, and on file with, the Waste Management Department and as approved annually by the Board of Supervisors listed in the *Schedule of Solid Waste Management Program Service Charges (Land Use Fees) for Residential Real Property*.

"Residential Waste" means County Solid Waste generated, produced, and/or discarded by or at Residential Premises.

"Residual Waste" means any material remaining after the processing, by any means and to any extent, of County Solid Waste.

"Roll-off Services" means Solid Waste collection using Bulk Containers mounted on rail wheels or similar wheels and using special trucking equipment for transporting the bins and containers.

"Routing and Collection System" means the routing and collection system for County Waste which is in effect as of the effective date of this Agreement.

"Rural Franchise Area" shall mean for purposes of this Agreement, that portion of the Solid Waste Franchise Area that is not designated as Urban Franchise Area, and as approved in Appendix 3 and updated in the Annual Haulers Report.

"Scrap Materials" means any materials which are separated by type of Generator thereof from materials which otherwise are discarded or rejected by the Generator as County Solid Waste and which are sold or donated by the Generator to a private recycler, scrap dealer, or salvager and recycled. Scrap Materials shall not include any materials which (1) are commingled with County Solid Waste, or (2) are not commingled with County Solid Waste, but which are collected by any person other than the Contractor as part of any transaction or arrangement involving County Solid Waste, irrespective of whether the Generator pays or receives consideration in connection with such transaction or arrangement.

"Single-Unit Dwelling" means a dwelling designed for or occupied exclusively for human shelter by one family.

"Single-Unit Container" means a container of 101-gallon capacity or less, usually used by a Single-Unit Dwelling or a small business, for County Solid Waste.

"Solid Waste" means all garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, worthless, or in excess to the Generator thereof at the time of such discard or rejection and which are normally

discarded by or collected from Residential, Non-Residential and institutional establishments, which are acceptable at Class III landfills under Applicable Law, and which are originally discarded by the first Generator thereof and have not been previously processed. Solid Waste includes Organic Waste and Recyclable Material, but does not include Hazardous Waste, Medical Waste, Liquid Waste, Scrap Materials, Construction and Demolition Debris, or Self-Hauled Waste. Solid Waste may be source-separated at the point of generation into County-approved Containers for discrete collection as Trash, Organic Waste and/or Recyclable Material.

“Solid Waste” does not include items which would be recyclable Material but for the fact that they are personally separated from other solid waste by the generator thereof and are donated or sold to third parties. No donation or sale shall be deemed to have occurred in any instance where a generator directly or indirectly pays the third party any sum (including, without limit, as a consulting fee, Container rental or other fees or tangible consideration) either: (1) in lieu of being directly charged for collecting, transporting, processing or recycling such item; or (2) to offset the payment to the generator for the purported sale of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the disposal service rate on unsegregated solid waste containing such an item be deemed to be the donation or sale of such an item to a third party.

“Solid Waste Franchise Area” means the geographic territory in the county set forth in Appendix 2 in which the County has the authority to provide for collection services and for which the contractor has been granted a franchise to provide Solid Waste Collection Services.

“Source-Separated Organic Waste” means Organic Waste which is separated from Trash by Generators at Collection Premises, and placed into designated County-approved Containers for collection by the Contractor in accordance with this Agreement. The content of Source-Separated Organic Waste as directed and approved by the County.

“Source-Separated Recyclable Material” means Recyclable Material which is separated from Trash by Generators at Collection Premises, and placed into designated County-approved Containers for collection by the Contractor in accordance with this Agreement.

“Special Circumstance” means a circumstance which, when occurring, permits, but does not require the Contractor or the County to seek an adjustment in the Rates for Service, and which then requires the Director to review such application and make a recommendation to the Board of Supervisors as to whether the Base Rate should be adjusted up or down, or remain unchanged. The continuing need for a previously-approved Special Circumstance shall be reviewed at the time of each subsequent rate adjustment.

"Special Service" means a level of Solid Waste collection service in excess of that offered by the Contractor as its basic level of service, at an additional cost to the Customer, and may include, but is not limited to, backyard pickup, additional Containers, or more frequent collections. "Special Service" does not mean the reasonable accommodation of an individual with a disability. The charge for any special service shall be reviewed by the Director and may require a public hearing and the approval of the Board of Supervisors.

"SRRE" means the County's Source Reduction and Recycling Element approved by CalRecycle, as the element may be amended from time to time, all in accordance with regulations related thereto, as they may be amended from time to time.

"Subcontractor" means every person (other than employees of the Contractor) employed or engaged by the Contractor or any person directly or indirectly in privity with the Contractor (including every Subcontractor of any tier) for any portion of the Collection Services, whether for the furnishing of labor, materials, equipment, supplies, services, or otherwise.

"Ton" means a "short ton" of 2,000 pounds, or its metric equivalent.

"Trash" shall mean for the purposes of this Agreement, that portion of Solid Waste discarded by the Generator and placed into designated County-approved Containers for collection and disposal by the Contractor. Solid Waste may be separated by the Generator at Collection Premises into Trash, Organic Waste and Recyclable Material, as applicable.

"Uncontrollable Circumstance" means any, and only one or more of the following specified acts, events, or conditions, whether affecting the Operating Assets, the approved Processing Facility, the Designated Solid Waste Management Facility, the County, or the Contractor, to the extent such act, event or condition materially and adversely affects the ability of the Contractor to perform any obligation under the Agreement (except for payment obligations), if such act, event, or condition is beyond the reasonable control, and is not also the result of the willful or negligent act, error, or omission or failure to exercise reasonable diligence on the part of the Contractor; provided, however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as a willful or negligent action of, or a lack of reasonable diligence by the Contractor:

- (1) An act of God (but not including reasonably anticipated weather conditions for the County), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance;
- (2) A Change in Law (as defined herein);
- (3) Preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the Operating Assets; and

- (4) The first seven (7) days of a strike, work stoppage, or other labor dispute or disturbance occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with the Operating Assets or the Collection Services, provided the Contractor has implemented a contingency plan satisfactory to the Director.

It is specifically understood that only the acts or conditions specified above shall constitute Uncontrollable Circumstances. Without limiting the generality of the foregoing, the parties acknowledge that none of the following acts or conditions shall constitute Uncontrollable Circumstances:

- (a) General economic conditions, interest or inflation rates, currency fluctuations or changes in the cost or availability of fuel, commodities, supplies, or equipment;
- (b) Changes in the financial condition of the County, the Contractor, or any of its Affiliates, or any Subcontractor affecting their ability to perform their obligations;
- (c) The consequences of errors, neglect, or omission by the Contractor, any of its Affiliates, or any Subcontractor of any tier in the performance of the Collection Services;
- (d) The failure of the Contractor to secure patents or licenses in connection with the technology necessary to perform its obligations hereunder;
- (e) Union work rules, requirements, or demands which have the effect of increasing the number of employees employed in connection with the Operating Assets, or otherwise increase the cost to the Contractor of operating and maintaining the Operating Assets or providing the Collection Services;
- (f) Any strikes, work stoppages, or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with the Operating Assets or the Collection Services and which last beyond seven (7) days;
- (g) Any failure of any Subcontractor to furnish labor, materials, service, or equipment for any reason;
- (h) Vehicle or equipment failure;
- (i) Any impact of prevailing wage law, customs, or practices on the Contractor's construction or operating costs; or
- (j) Any act, event, or circumstance occurring outside of the United States.

"Urban Franchise Area" shall mean for the purposes of this Agreement, that portion of the Solid Waste Franchise Area generally with a minimum of forty (40) residential and/or commercial generators per square mile, or as otherwise determined by the Director based on serviceability and as approved in Appendix 3 and updated in the Annual Haulers Report.

"Vehicle" means any truck, rolling stock, or other vehicle used by the Contractor in connection with the Collection Services.

"Walk-In Service" means a residential Solid Waste collection service requiring the driver to exit the collection vehicle and walk a distance of up to 100 feet to service the solid waste Container. Walk-In Service does not solely involve driver clean-up of waste spilled or dumped during the automated servicing of the solid waste Container.

SECTION 1.2. INTERPRETATION

In this Agreement, unless the context otherwise requires:

(A) References Hereto. The terms "hereby," "hereof," "herein," "hereunder," and any similar terms refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of execution of this Agreement.

(B) Gender and Plurality. Words of the masculine gender mean and include correlative words of the feminine and neuter genders, and words importing the singular number mean and include the plural number and vice versa.

(C) Persons. Words importing persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations, non-profit corporations, and other legal entities, including Governmental Bodies, as well as individuals.

(D) Headings. The table of contents of any headings preceding the text of the Articles, Sections, and subsections of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

(E) Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the transactions contemplated by this Agreement. Furthermore, nothing in this Agreement is intended to confer on any person other than the parties hereto and their respective successors and assigns hereunder any rights or remedies under or by reason of this Agreement.

(F) Reference to Days. All references to days herein are to calendar days, including Saturdays, Sundays, and holidays, except as otherwise specifically provided.

(G) Units of Measure. Weights or volumes described herein may be reported in either metric or U.S. Standard terms of measurement, unless State or Federal law or regulation specifies the system of measurement to be used.

(H) Counterparts. This Agreement may be executed in any number of original counterparts. All such counterparts shall constitute but one and the same Agreement.

(I) Applicable Law. This Agreement shall be governed by and construed in accordance with Applicable Law.

(J) Severability. If any clause, provision, subsection, Section, or Article of this Agreement shall be determined to be invalid by any court of competent jurisdiction, then the parties hereto shall:

- (1) Promptly meet and negotiate a substitute for such clause, provision, Section, or Article which shall, to the greatest extent legally permissible, effect the intent of the parties therein;
- (2) If necessary or desirable to accomplish item (1) above, apply to the court having declared such invalidity for a judicial construction of the invalidated portion of this Agreement;
- (3) Negotiate such changes in, substitutions for or additions to, the remaining provisions of this Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above, to effect the intent of the parties in the invalid provision. The invalidity of such clause, provision, subsection, Section, or Article shall not affect any of the remaining provisions hereof, and this Agreement shall be construed and enforced as if such invalid portion did not exist.

Notwithstanding the foregoing, however, the provisions of this Agreement reserving to the County the right and power to enter into a Waste Disposal Agreement or to designate the Designated Solid Waste Management Facility shall not be deemed to be severable from the other provisions hereof. In the event such provisions are held in any Legal Proceeding which is binding upon the County to be null, void, in excess of the County's powers, or otherwise invalid or unenforceable, and the Contractor as a result thereof utilizes a solid waste management facility other than the Designated Solid Waste Management Facility for County Solid Waste, this entire Agreement shall immediately terminate without any liability by the County to the Contractor. So long as the Contractor continues to utilize the Designated Solid Waste Management Facility, the County's right to terminate this Agreement shall not arise.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES OF THE CONTRACTOR

SECTION 2.1. REPRESENTATIONS AND WARRANTIES. The Contractor, by acceptance of this Agreement, represents and warrants that:

(A) Existence and Powers. The Contractor is duly organized and validly existing as a corporation under the laws of the State of California, with full legal right, power, and authority to enter into and perform its obligations under this Agreement.

(B) Due Authorization and Binding Obligation. The Contractor has duly authorized the execution and delivery of this Agreement. This Agreement has been duly executed and delivered by the Contractor and constitutes the legal, valid, and binding obligation of the Contractor, enforceable against the Contractor in accordance with its terms, except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium, and other laws affecting creditors' rights generally.

(C) No Conflict. Neither the execution, nor the performance by the Contractor of its obligations under this Agreement (1) conflicts with, violates, or results in a breach of any law or governmental regulations applicable to the Contractor; or (2) conflicts with, violates, or results in a breach of any term or condition of any judgment, decree, franchise, agreement (including, without limitation, the certificate of incorporation of the Contractor), or instrument to which the Contractor or any Affiliate is a party or by which the Contractor or any Affiliate or any of their properties or assets are bound, or constitutes a default under any such judgment, decree, agreement, or instrument. Contractor is aware of Conflicts of Interests laws including, but not limited to, the provisions and regulations of common law and the Political Reform Act. Contractor has read and is aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the California Government Code and the associated sections of the California Code of Regulations relating to conflicts of interest for public officers and employees. Contractor represents it is unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement.

(D) No Litigation. There is no action, suit, or other proceeding as of the Agreement Date, at law or in equity, before or by any court or governmental authority, pending, or to the Contractor's best knowledge, threatened against the Contractor which is likely to result in an unfavorable decision, ruling, or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by the Contractor in connection with the transactions contemplated hereby, or which would materially and adversely affect the performance by the Contractor of its obligations hereunder or by the Contractor under any such other agreement or instrument.

(E) No Legal Prohibition. The Contractor has no knowledge of any Applicable Law in effect on the Agreement Date which would prohibit the performance by the Contractor of this Agreement and the transactions contemplated hereby.

(F) Information Supplied by the Contractor. The information supplied by the Contractor in all submittals made in connection with negotiation and award of this Agreement is correct and complete in all material respects.

ARTICLE 3
GRANT OF NON-EXCLUSIVE FRANCHISE

SECTION 3.1. GRANT OF EXTENSION OF NON-EXCLUSIVE FRANCHISE

(A) Generally. Pursuant to California Public Resources Code Section 40059, the County hereby grants a non-exclusive franchise, on the terms and conditions set forth herein, to the Contractor for the service in the Solid Waste Franchise Area for collecting, transporting, hauling, and disposing of County Solid Waste. By its executed acceptance hereof, the Contractor accepts the license and privilege so granted by the County on and subject to the terms and conditions contained herein and in the County Codes and applicable law.

(B) Solid Waste Franchise Area. The geographic territory in the county set forth in Appendix 2 in which the County has the authority to provide for collection services and for which the Contractor has been granted a franchise to provide Solid Waste Collection Services.

(C) Unconditional Right of County to Grant Additional Non-exclusive Franchises. The Contractor acknowledges that the County shall have an unconditional right to grant to other entities, public or private, non-exclusive franchises to provide Solid Waste handling services within the Solid Waste Franchise Area.

SECTION 3.2. TERM OF AGREEMENT

The term of this Agreement is from the Agreement Date through June 30, 2034, unless earlier terminated pursuant to Article 11: DEFAULT, REMEDIES AND TERMINATION.

Failure to implement the following Services by the date specified below shall result in the term of agreement reverting to June 30, 2024, unless the Director agrees in writing to extend the implementation date.

Part 1: Source-Separated (Blue Cart) Collection and Recycling
Implementation Completion Date: January 1, 2016.

Part 2: Home-Generated Sharps Program
Implementation Completion Date: January 1, 2016.

Part 3: 3% Rate Freeze on Residential Collection Rates.

Part 4: Itemized Billing Statements and Electronic Report Submittal
Implementation Date: January 1, 2016.

SECTION 3.3. ADMINISTRATION FEE

(A) Administration Fee. The Contractor shall pay to the County an Administration Fee in accordance with Kern County Ordinance Code Section 5.36.055. The Contractor understands and agrees that the Kern County Board of Supervisors has the sole discretion to change Kern County Ordinance Code Section 5.36.055 from time to time and the Contractor agrees to abide by any such change.

(B) Late Payment of Administration Fees. Contractor's payment of the Administration Fee shall be due no later than the 30th day after the issuance of the annual fee statement by the Director. Failure to submit such payment within ninety (90) days after the due date shall be an Event of Default, unless the Director agrees in writing to extend the time for payment.

SECTION 3.4. ASSIGNMENT AND TRANSFER OF AGREEMENT

(A) Consent of the County Required. This Agreement shall not be transferred, sold, pledged, hypothecated, leased, or assigned, nor shall any of the rights or privileges herein be transferred, sold, pledged, hypothecated, leased, or assigned, either in whole or in part, nor shall title hereto or thereto, either legal or equitable, or any right, interest, or property herein or therein, pass to or vest in any person, except the Contractor, either by action or inaction of the Contractor, or by operation of law, without the prior written consent of the County, which may be withheld or delayed in its sole and absolute discretion. The Contractor shall provide written notice of any request to assign or transfer this Agreement, and shall provide the County with any information requested by the County in connection with the proposed transfer, included but not limited to information regarding the general business qualifications of the proposed assignee, as well as its ability to perform the Collection Services and a statement of its financial resources. The Notice of Intention to Assign this Agreement shall contain a statement of the allocation of dollars in the consideration to be paid by the assignee to the Contractor for (a) the non-exclusive franchise, (b) goodwill, (c) equipment, and (d) any other asset transfer which has any connection with said assignment, all as agreed upon by the Contractor and the assignee. The Notice shall also contain a statement showing the method of payment for the consideration and whether the Contractor proposes to hold some security interest as security for the payment of the unpaid balance of the consideration. The County shall respond to any such request within sixty (60) days after receipt of any information requested by the County pursuant to the preceding sentence. The Contractor acknowledges that, prior to approving such a transfer, the County must find that such a transfer is in the best interests of the public health, safety, and general welfare. Any attempt by the Contractor to effectuate any of the foregoing without such consent of the County shall be null and void, and any effectuation of any of the foregoing without such consent of the County shall constitute an Event of Default resulting in the immediate termination of this Agreement as provided in Section 11.1 (A) hereof. Notwithstanding anything herein to the contrary, this Section shall not apply to assignments or transfers of this Agreement between Immediate Family Members.Contractor's Right of First Refusal. In the event the County receives a Notice of Intent to Assign from a hauler with whom the County has entered into a Solid Waste Management Agreement to provide collection

services in a different Solid Waste Franchise Area, the Contractor shall have the right to match the terms and conditions pursuant to which such hauler had agreed to transfer its rights and obligations under its respective agreement and such transfer shall not be subject to the provisions of Section 3.5(A) hereof. The Contractor acknowledges that in the event it intends to dispose, transfer or assign its rights to this Agreement, any other hauler with whom the County has contracted to provide collection services to the County shall have the right of first refusal to match the terms and conditions of such transfer or assignment. In the event that more than one hauler intends to exercise its right of first refusal, the County shall determine the methodology by which the successor to the Contractor shall be determined. The Contractor acknowledges that, prior to approving such a transfer, the County must find that such a transfer is in the best interests of the public health, safety, and general welfare.

(B) Consolidation, Merger, Sale, Transfer and Change in Control. Subject to the provisions of section 3.4 (A) above, the Contractor shall not, without the prior written consent of the County which may be withheld or delayed in its sole and absolute discretion, consolidate with or merge with another entity, or permit one or more other entities to consolidate with or merge into it; provided however, that this Section shall not apply to transactions between Immediate Family members or among Contractors which at the time of such merger or consolidation hold a non-exclusive franchise to collect County Solid Waste within the same Solid Waste Franchise Area as the Contractor.

(C) Transfer of Voting Stock. The County's prior written consent, which may be withheld or delayed in its sole and absolute discretion, shall be required for the sale or transfer by any means, whether by agreement or by operation of law (including transfers resulting from death, bankruptcy or divorce), of any of the voting stock of the Contractor; provided however, that this Section shall not apply to transfers of voting stock between Immediate Family members, as part of an unqualified employees stock ownership plan or among Contractors which at the time of such transfer hold a non-exclusive franchise to collect County Solid Waste within the same Solid Waste Franchise Area as the Contractor.

SECTION 3.5. PAYMENT OF COSTS OF REVIEW BY COUNTY

If the Contractor requests the consent of the County for any transaction described in Section 3.4 hereof, the proposed assignee, as a condition of assignment, shall reimburse the County for all costs and expenses incurred by the County in reviewing, examining, and analyzing the request, including all direct and indirect administrative expenses of the County and consultants and attorneys' fees and expenses. Bills shall be supported with evidence of the expense or cost incurred.

**ARTICLE 4
COLLECTION SERVICES**

SECTION 4.1. COUNTY SOLID WASTE COLLECTION

(A) Collection Data. The Contractor shall maintain on file at the Contractor's business premises documentation setting forth its Routing and Collection System, a list of all Collection Premises in the Solid Waste Franchise Area, organized alphabetically or by address, and the identification of all services each receives. This information shall be updated and provided at no additional cost to the County upon request. The Contractor shall cooperate with the County to periodically monitor the average volume of County Solid Waste generated from each Collection Premises. Customer-specific records are subject to inspection, and copying by the County during regular business hours with reasonable advance notice.

(B) Curbside Bulky Waste Collection Program. The Contractor shall provide Bulky Waste Collection as set forth in Appendix 5. Unless an amendment is otherwise required by then applicable law, any amendment to Appendix 5 shall be approved in writing by the Contractor and the Director. The charge for providing bulky waste collection shall be factored into the rates approved by the County for solid waste collection and Contractor shall not be entitled to impose any additional charge for bulky waste collection. Contractor may collect from customers at residential premises any disposal fee charge by County for disposal of any bulky waste at its facility.

(C) Special Services. The Contractor shall have the right, but not the obligation, to provide additional Special Services requested by any Customer which are directly related or ancillary to any of the other Collection Services authorized hereunder. Prior to commencing with the Special Services, the Contractor shall submit a written request, providing supporting information for the Special Services rates or charges requested by Contractor, to the Director of the Waste Management Department for review and approval. Upon receipt and review of such information, the County may set the rate, which shall become binding on the Contractor.

(D) Illegal Dumping. The Contractor shall provide Illegal Dumping Services as set forth in Appendix 6. Unless an amendment is otherwise required by then applicable law, any amendment to Appendix 6 shall be approved in writing by the Contractor and the Director. County shall accept such illegally dumped Solid Waste at the County Designated Solid Waste Management Facility free of charge to the Contractor.

(E) Roll-Off Collection Services. The Contractor shall provide Roll-Off Collection Services within the Solid Waste Franchise Area. Such Roll-Off Services may be provided by the Contractor directly or indirectly through a sub-contractor who holds a Solid Waste Franchise in Kern County or who has been approved by the Director prior to the collection service being provided. In either case, the Contractor in whose Solid Waste Franchise Area the Services are performed shall be accountable to the County for the manner in which the Roll-off Collection Services are provided, the rate charged as designated in Appendix 4, and for compliance with all other relevant rules and regulations of the County.

(F) Contract Administrator. The Contractor shall designate in writing on or immediately following the Agreement Date a person to transmit instructions, receive information, and otherwise coordinate service matters arising pursuant to this Agreement (the "Contract Administrator"). The Contractor may designate a successor or substitute Contract Administrator at any time by written notice to the County.

(G) Source Separated (Blue Cart) Recycling Program. The Contractor shall provide Source Separated (Blue Cart) Recycling Collection Services within the Franchise Area as specified in Appendix 7.

(H) Home-Generated Sharps Collection Program. The Contractor shall provide a Home-Generated Sharps Collection Program as set forth in Appendix 12. Unless an amendment is otherwise required by then applicable laws, any amendment to Appendix 12 shall be approved in writing by the Contractor and Director. The Contractor shall not be entitled to impose any additional charge for Home-Generated Sharps Collection.

SECTION 4.2. SOLID WASTE COLLECTION SERVICE OPERATING REQUIREMENTS

(A) Collection Routes and Frequency. In consideration for receiving the Contract Rate as described in Section 10.1, the Contractor shall, as set forth in Appendix 7, collect County Solid Waste, including Trash, Source-Separated Organic Waste and Source-Separated Recyclable Material, from the Collection Premises and must provide Collection Services to all Premises located within the Solid Waste Franchise Area. In the Rural Franchise Area more frequent collection of trash may be warranted based on customer request or nuisance complaint. In such cases, the Urban Franchise Area trash collection frequency shall apply.

The Contractor shall establish and maintain collection routes in such manner as to provide for the uniform and efficient collection of County Solid Waste from all Collection Premises on a Monday through Friday basis and on a Monday-through-Saturday basis for Non-Residential accounts (except as otherwise allowed to accommodate Holidays). The Contractor shall not schedule County Solid Waste collection service on Sundays, except as authorized by the County.

The Contractor shall not commingle County collection routes with City waste routes; provided, however, that if, for reasons of economy and efficiency, it is unfeasible for the Contractor to keep collection routes separate from City waste routes, then the Contractor, upon approval by the Director, which shall not be unreasonably withheld, may commingle collection routes with City waste routes. If the routes are commingled, the Contractor shall submit to the County a detailed monthly report setting forth accurate account information as collected per Section 4.1(A) from each Customer on the commingled routes, regarding all jurisdictions within the Solid Waste Franchise Area within thirty (30) days after the end of each month.

(B) Regular Hours of Service. The Contractor shall schedule no collections from any residential Premises or Non-Residential Premises which are 200 feet from Residential Premises on any day earlier than 5:00 a.m., or later than 7:00 p.m.;

provided, however, that the County may change the collection time as required by the needs of the Customers or the Contractor.

(C) Emergency Service. Collections of County Solid Waste necessitated by an emergency which the Director determines threatens the public health and safety within the Solid Waste Franchise Area will be made by the Contractor at the direction of the Director. Such Emergency Services may be required outside of the regular collection hours and schedule. To the extent reasonable, and at the request of the Director, the Contractor will also provide Emergency Services to other unincorporated areas of the County. If the County requests the Contractor to provide Emergency Services when another Contractor fails to provide services required by this Agreement, the Contractor will use the Contractor's good faith best efforts to respond to such a request. The County shall reimburse the Contractor for all reasonable costs incurred in order to comply with the provisions of this Section.

(D) Noise Levels. The Contractor shall perform the Collection Services in a manner which does not constitute a nuisance and which is in compliance with all applicable ordinances, rules, regulation, and law.

(E) Holidays. Collection of County Solid Waste shall not be required on the following holidays: New Year's Day, Independence Day, Thanksgiving Day and Christmas Day, except in case of emergency or as otherwise required by the Director. Whenever a regular collection falls on such a holiday, the collection shall be made on the following working day, and collections throughout the County shall become current within one (1) week thereafter. Written notice of this policy shall be provided to Customers upon the initiation or change of service. Collection shall not be rescheduled when the holiday falls on a Sunday, unless otherwise agreed to by the County and the Contractor.

(F) Preservation of Public Health and Safety. The Contractor shall at all times operate in such a manner as to protect the public health and safety. The Contractor agrees to establish procedures and educate its employees as to such procedures regarding proper methods for the protection of the general public, including, but not limited to, arranging for the proper and legal disposal of hazardous substances encountered during its performance under this Agreement.

SECTION 4.3. CONTAINERS

(A) County Regulations. The Director shall approve the number, type, size, and other specific physical requirements for Containers. The Contractor shall not be required to collect County Solid Waste from Containers which have not been approved by the County.

(B) General Requirements. The Contractor shall supply the Containers for each Residential and qualifying Non-Residential Premises free of charge upon inception of Collection Services. After emptying any Automated Container, the Contractor shall replace the Automated Container in an upright position at the place where such Automated Container was placed for collection. The Contractor shall handle Automated Containers in a manner so as to prevent damage or spillage, and shall not throw Automated Containers after emptying them. The Contractor shall repair

or replace, at its own expense, any Automated Container damaged by the Contractor within five (5) days.

(C) Containers for Residential Premises (4 dwelling units or less). As set forth in Appendix 7, the Contractor shall supply Automated Containers to each parcel that receives solid waste collection services located within the Solid Waste Franchise Area.

Each such Automated Container shall be identified with the Contractor's name and phone number, and be equipped with heavy-duty casters and closeable lids. The Contractor shall maintain the Automated Containers in good repair, shall bear the cost of normal wear and tear, and, shall replace the Automated Containers as needed. The Contractor may charge a fee to Customers whose Automated Containers must be repaired or replaced due to other than normal wear and tear. The rate of such compensation shall be reviewed and approved as a Special Fee in accordance with Section 10.2 (B). If repairs require removal of the Automated Container from a Customer's premises, the Contractor shall supply the Customer with a replacement Container or "loaner" Automated Container. The Contractor shall, within seven (7) working days, repair or replace damaged or dilapidated Automated Containers. The Contractor shall provide the Automated Containers required pursuant to this Section at its own cost and expense, and any such Automated Container shall constitute Operating Assets. The Contractor shall promptly replace stolen Automated Containers, provided that the Contractor shall only bear the cost of replacement of such Automated Container the first time it is stolen, and thereafter such cost of replacement shall be borne by the Customer.

(D) Containers Residential Premises (5 dwelling units or more) and Non-Residential Premises. The Contractor shall provide, as an Operating Asset, the Bulk Containers required pursuant to this Section at its own cost and expense. Each such Bulk Container shall be identified with the Contractor's name and phone number, and be equipped with heavy-duty casters and closeable lids. Each such Bulk Container which is used primarily for the disposal of Solid Waste containing liquids shall be watertight. The Contractor shall be responsible for the general maintenance and repair of Bulk Containers so provided, and shall provide an equivalent Bulk Container as replacement during repairs and maintenance. If repairing, maintenance, steam cleaning, and or repainting is required as a result of abuse, neglect, or misuse on the part of any Customer, the Contractor may charge the Customer a fee, to compensate for the cost thereof. The rate of such compensation shall be reviewed and approved as a Special Fee in accordance with Section 10.2 (B). The Contractor shall, within seven (7) working days, repair or replace any stolen, damaged or dilapidated Bulk Container, provided that the Contractor shall only bear the cost of replacement of such Bulk Container the first time it is stolen, and thereafter such cost of replacement shall be borne by the Customer.

(E) Ownership of Containers. All Containers for Solid Waste provided by the Contractor to Customers in accordance with this Agreement shall remain the property of the Contractor.

SECTION 4.4 GENERAL REQUIREMENTS RELATING TO COLLECTION

(A) Clean Up; Avoiding Damage to Property. The Contractor shall cause all spills of County Solid Waste occurring during the collection process to be cleaned up immediately upon the occurrence of the spill. The Contractor shall close all gates after making collections and shall avoid crossing private or public plating areas and grounds or jumping over hedges and fences.

(B) Hazardous Waste. The Contractor acknowledges its obligation to arrange for the disposal of Hazardous Waste which inadvertently comes into its possession or control. The Contractor agrees to establish all reasonable practices for the screening and elimination of Hazardous Waste from the waste stream, including, but not limited to, the training of personnel, and to revise such practices as necessary to reflect prudent waste screening considered to be good practice in the Solid Waste collection and disposal industry at the time.

(C) Employees Conduct; Uniform. The Contractor shall take all steps necessary to ensure that its employees performing collection services conduct themselves in a safe, proper, and workmanlike manner, and that they work as quietly as possible. All such employees shall at all times of employment be dressed in uniforms with suitable identification.

(D) Improper Loading of Containers. The Contractor may decline to collect any County Solid Waste that has one or more of the following characteristics:

- (1) Has not been properly loaded into containers;
- (2) Has been overloaded in Containers by weight or volume, as defined in Appendix 10;
- (3) Has been compacted in a manner such that County Solid Waste will not, of its own weight, fall out of the Container in which it is placed when such Container is turned upside down; or
- (4) Has been loaded or left for collection in any manner which would prohibit its safe collection.

(E) Record of Non-Collection. When any discarded County Solid Waste deposited for collection is not collected by the Contractor, the Contractor shall leave a tag listing the reasons for such non-collection and a telephone number at which the Customer may contact the Contractor. This information shall either be in writing or by means of a checked box on a form. The Contractor shall maintain, at its place of business, a log book listing all such circumstances in which collection is denied. The log book shall contain the names and/or addresses of the Collection Premises involved, the date of such tagging, the reason for non-collection, and the date and manner of disposition of each case. The log book shall be kept so that it may be conveniently inspected by the Director upon request. The log relating to any particular tagging shall be retained for a period of one (1) year following such tagging.

(F) Discarded Household Hazardous Waste. If the Contractor finds what reasonably appears to be discarded Hazardous Waste or Household Hazardous Waste at a Designated Collection Location, the Contractor, in addition to the procedure outlined in the previous paragraph, shall either:

- (1) Notify the Owner or Generator, if such can be determined, that the Contractor may not lawfully collect such waste and leave a tag specifying the nearest location available for such appropriate disposal, or
- (2) Follow such other procedure as the Director shall approve.

In the event of a threat to the public health and safety, the Contractor shall immediately call "911" or make other emergency contact with the local police or fire agency. The Contractor shall notify the Director of such incident.

(G) Fees and Gratuities. The Contractor shall not, nor shall it permit any agent, employee, or Subcontractor employed by it, to request, solicit, or demand, either directly or indirectly, any compensation for the collection of County Solid Waste or other Collection Services, except such compensation as is specifically provided for herein as approved by the County.

SECTION 4.5 COLLECTION LOCATIONS

(A) General. The Contractor shall be responsible for the collection of all County Solid Waste placed for collection in a legal manner. The Contractor shall immediately notify the Director of any condition at or near any Designated Collection Location which creates a safety hazard or accessibility problem. Upon authorization by the Director, the Contractor shall discontinue collection for any such location until the safety hazard or accessibility problem is corrected.

(B) Enclosures. Where the Designated Collection Location is within an enclosure constructed pursuant to the requirements of any public agency having jurisdiction over the design, construction, and location of such enclosures, the Contractor shall be responsible for the removal and replacement of all Containers placed therein. The Contractor shall use sufficient care in the handling of such Containers so as to prevent any damage to the enclosure, the enclosure doors, and adjacent facilities or improvements. The Contractor shall promptly repair at its own expense any such enclosure or adjacent facilities or improvements damaged by the Contractor. The Director shall resolve any disputes relating to such damage, and the Contractor agrees to abide by such decision.

SECTION 4.6. OTHER WASTES

The parties acknowledge that this Agreement is granted only with respect to the Collection Services and does not include the collection, transportation, processing, or disposal of Hazardous Waste, Medical Waste, and Liquid Waste. If the Contractor elects to provide any such services with respect to Hazardous Waste, Infectious Waste, or any other waste regulated by the Department of Toxic Substances Control, such haulage shall be done by a separate legal entity separately insured and liable, and according to Applicable Law. The parties further acknowledge that the

provision by the Contractor of any services not specifically included within the Agreement are excluded from the protection of this Agreement and may be the subject of competition among any and all legally authorized haulers.

SECTION 4.7. COUNTY INTEGRATED WASTE MANAGEMENT PLAN COMPLIANCE

The Contractor shall provide on a monthly basis all necessary reporting data requested by the County relating to the County's compliance requirements pertaining to the County's Integrated Waste Management Plan as now adopted or as may be amended in the future. Such report shall be provided to the County within 30 days after the end of each month. The Contractor shall cooperate in activities requested by the County to measure diversion of Solid Waste, but not limited to, including, but not limited to, re-routing trucks on a temporary basis to facilitate composition analysis. Such report shall include throughput, recovery rates per material type, residue, costs, and disposition of recovered materials for each processing activity. The Contractor shall also supply any other information reasonably requested by the County to meet State or Federal regulatory requirements and the reporting requirements of the County's Source Reduction and Recycling Element (SRRE), as it may be amended from time to time.

SECTION 4.8. CHANGES IN SCOPE OF COLLECTION SERVICES

At its option, the County may request to modify the scope of services performed by the Contractor pursuant to this Agreement. A scope of services adjustment due to Special Circumstances may be approved at the option of the Board of Supervisors if:

- (A) It is necessary for the Contractor to make a substantial change in its operation, or substantial capital investment in order to perform its obligations under this Agreement, or
- (B) Changes to operations are mandated by the County, or
- (C) Changes in law or regulations occur which affect the conditions and/or requirements of performance.

All pertinent information must be submitted to the Director and the Contractor for review and subsequent approval by the Board of Supervisors. The County shall provide written notice of any request to modify the scope of services provided by Contractor pursuant to this Agreement, and the Contractor shall provide the County with any information requested by the County in connection with the proposed changes. The Contractor shall within 60 days after receipt of such notice by the County respond to the County's proposal and substantiate any dispute it may have with respect to any modifications of the Contractor's obligations hereunder. The Contractor may seek additional compensation in the event the scope of services is modified in accordance with Section 10.3. The County's notice shall specify a date and location for a meeting of the parties hereto at which such parties shall attempt to resolve any disagreement and negotiate in good faith in order to reach a compromise. In the event the parties are unable to reach agreement, such dispute shall be submitted to the Board of Supervisors for review and ultimate determination.

**ARTICLE 5
PROCESSING AND TRANSFER**

SECTION 5.1. PROCESSING AND TRANSFER ARRANGEMENTS

The Contractor may make its own processing and transfer arrangements, so long as such arrangements are in full compliance with Applicable Law. The County may order the Contractor to modify or terminate its processing and/or transfer arrangements if:

(A) The County determines that such arrangements threaten public health or safety, or

(B) The County determines that the County is not adequately protected from liability for the activities of the processing or transfer entities, or

(C) The County determines that the diversion levels of the particular facility are unreasonable in light of the diversion obtained by the County, or the Contractor is disposing of Recovered Materials in a manner which does not result in significant diversion to the County.

In the event the County directs the Contractor to modify or terminate waste processing or transfer arrangements pursuant to Section 5.1.(C), the County acknowledges that the Contractor may pursuant to applicable law seek recovery of the reasonable unrecovered capital costs of the Contractor incurred in initially implementing such processing or transfer arrangements (determined in accordance with generally accepted accounting principles).

SECTION 5.2. CONTRACTOR'S PROFIT OR LOSS FROM SALE OF RECOVERED MATERIALS

The Contractor must use its best efforts to sell Recovered Materials. The Contractor is entitled to all revenues or other consideration derived from its sale of Recovered Materials; conversely, the Contractor shall bear the entire risk of and have the responsibility of disposing of Recovered Materials.

SECTION 5.3. TITLE TO RECOVERED MATERIALS

As between the parties, the Contractor has title to and liability for all Recovered Materials, and shall indemnify, defend, and hold harmless the County from any property damage, personal injury, or consequential damages suffered by any person from exposure to or as a result of processing any Recovered Materials or subsequent product made from Recovered Materials based on any theory of liability. The Contractor shall promptly notify the County of any claim by any person arising out of the marketing, disposal, or reuse of Recovered Materials.

ARTICLE 6
SOLID WASTE DISPOSAL

SECTION 6.1. SOLID WASTE DISPOSAL

(A) Disposal Generally. The Contractor shall transport and dispose of all County Solid Waste which it collects but does not divert from landfill disposal at the Designated Solid Waste Management Facility in accordance with the requirements of Applicable Law, and shall comply with the requirements, rules and regulations of the owner or operator of the Designated Solid Waste Management Facility.

(B) Designated Solid Waste Management Facilities. The County shall have the right during the Term of the Agreement to designate the Designated Solid Waste Management Facility, or multiple concurrent Designated Solid Waste Management Facilities, in its sole and absolute discretion. The initial Designated Solid Waste Management Facility shall be the County's Shafter-Wasco Recycling & Sanitary Landfill. The County shall notify the Contractor in writing of any changes in or additions to the Designated Solid Waste Management Facility.

(C) Solid Waste Management Records. The Contractor shall keep and maintain such logs, records, manifest, bills of lading or other documents as the County may deem to be necessary or appropriate to confirm compliance by the Contractor with this Agreement and shall retain all weight slips or other call information provided to the Contractor's drivers by the owner or operator of the Designated Solid Waste Management Facility. Solid Waste Management Records shall be maintained for five years.

(D) Failure to Transport to Designated Solid Waste Management Facility. The Contractor's failure to properly transport, or cause to be transported, County Solid Waste as described herein is an Event of Default, as described in Section 11.1(A) of this Agreement, unless the failure to transport such County Solid Waste to the Designated Solid Waste Management Facility is the result of an Uncontrollable Circumstance or such Waste has been diverted by means of approved alternative technology; provided, however, that any residue from processing or diversion activities shall be disposed at the Designated Solid Waste Management Facility.

(E) Flow Control Covenant. The Contractor hereby waives any right which it may possess under Applicable Law to contest on any ground, constitutional, statutory, case law, administrative or otherwise, (a) the right, power, or authority of the County to engage in the practice of legal Solid Waste "flow control," or to enter into or perform obligations under a Waste Disposal Agreement, or (b) the right, power, or authority of the County to deliver or cause the delivery of all County Solid Waste collected within the Solid Waste Franchise Area to the Designated Solid Waste Management Facility in accordance with this Agreement.

SECTION 6.2. GATE FEES

(A) General. To the extent that the Contractor delivers for the purpose of disposal or processing Non-Residential Waste at the County waste facilities, it shall pay the Gate Fees required under County Ordinance (presently No. G-5940), as may

be amended from time to time, unless specifically exempted hereunder. Gate Fees may be paid in cash at County waste facilities or as designated by the Director and approved by the Board of Supervisors.

(B) Method of Calculation of Gate Fee. Gate Fees shall be based on either the actual weight of the Solid Waste being delivered as measured by a scale, the estimated weight of the Solid Waste being delivered based on the type of material and its volume in cubic yards, the type of vehicle hauling the Solid Waste being delivered, the number of units being delivered and/or the special nature of the load. The Gate Fee Rate shall approved by the Kern County Board of Supervisors by ordinance from time to time.

SECTION 6.3. BIN FEES

(A) General. A bin fee shall be charged for all Non-Residential solid waste Containers that are collected by the Contractor for disposal, recycling or composting at a County Waste Facility.

(B) Bin Fee. The bin fee shall be based on the basic per ton gate fee for Non-Residential solid waste as approved by the Board of Supervisors.

(C) Verification of Weight. The average weight of a cubic yard of County Solid Waste from Non-Residential solid waste Containers shall be confirmed by the Director by performing waste volume/weight studies. The Director shall report the results of the waste volume/weight studies to the Kern County Board of Supervisors on an as-needed basis and shall recommend modifications to the Bin Fee as may be appropriate.

(D) Records. The Contractor shall maintain adequate and accurate records of the number of Non-Residential solid waste Containers, the cubic yard capacity of each Non-Residential solid waste Container and the number of times each Non-Residential solid waste Container has been collected for each Non-Residential customer served by the Contractor.

(E) Non-Residential Bin Fee Report. The Contractor shall prepare a Non-Residential Bin Fee Report and forward a copy of said report to the Director within thirty (30) days of the last day of the prior month. The Director may approve extensions granting the Contractor additional time to prepare or forward their Non-Residential Bin Fee Reports. The information in the Non-Residential Bin Fee Reports shall match the information that appears on the Contractor's invoices or statements and any information required in the Bin Fee Reports may be audited by the Director. The Non-Residential Bin Fee Reports should list, at a minimum, the number of Non-Residential solid waste Containers billed to each Non-Residential account, the Container volume (in cubic yards), and the number of times each Container was collected in the billing period. Non-Residential Bin Fee Reports shall be reviewed by the Waste Management Department staff to confirm that the rates charged by the Contractor are in compliance with this Section and all other applicable County ordinances, resolutions, regulations and rules. The number of reported cubic yards shall be used by the Director to calculate the amount of the Bin Fee the County will receive from the Contractor.

(F) Non-Residential Customer Billing. The Contractor shall calculate the amount owed by each Non-Residential Customer for the Bin Fee for the Contractor's current billing period and shall include that Bin Fee, in a separate line, or column, on the invoice or statement sent to each Non-Residential customer for that billing period. The Contractor's invoice or statement for a Bin Fee shall become delinquent sixty (60) days after it is due. Customers delinquent in Bin Fees shall be charged a penalty by the County in the amount of one and one-half percent (1.5%) of the delinquent amount per month.

(G) Payment of Bin Fee. At the Contractor's option, the Contractor shall forward either all amounts billed or all monies received from the billing of the Bin Fees, including any penalties assessed related to the Bin Fees. The Contractor shall forward amounts due to the County within thirty (30) days from the last day of the prior month or thirty (30) days from the date that appears on the invoices or statements sent by the Contractor to their customers with Containers. The Contractor may exercise its option to change annually from amount billed to all monies received from billing on a fiscal year basis.

(H) Exemption from Payment of Bin Fee. A Bin Fee shall not be charged for any Non-Residential Solid Waste Containers that are collected by the Contractor if (i) the Solid Waste from those Containers is transported to a material recovery facility prior to disposal at a County Waste Facility, and (ii) the Contractor and the material recovery facility have entered into a written agreement with the County, approved by the Kern County Board of Supervisors, to use an alternate method of payment for the service charges of those Containers.

(I) Fidelity Bond. The Contractor shall maintain a fidelity bond covering each of the Contractor's employees who has the responsibility or power to handle any Bin Fees which are to be paid by the Contractor to the County pursuant to this Section. Any such fidelity bond must be approved by the Director as to form and content. In addition, any such fidelity bond shall be executed by a surety admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-, VII. The limit of each such fidelity bond shall be in an amount to be approved by the Director and this amount shall not be less than the average monthly amount of Bin Fees collected by the Contractor maintaining this fidelity bond. Each such fidelity bond shall name the County as an additional named insured. Each such fidelity bond shall name the County as an additional insured. Each such fidelity bond shall also contain an endorsement providing that the coverage of the fidelity bond shall not be reduced nor shall the fidelity bond be canceled until thirty (30) days after the County has received notice of any such cancellation or reduction. The Contractor shall file a copy of the required fidelity bond with the Director prior to initiating any collection of Bin Fees.

(J) Administrative Costs. The Contractor's actual and reasonable administrative costs to comply with the foregoing provisions of this Section, including, but not limited to, the costs of obtaining the required fidelity bond, shall be considered by the Kern County Board of Supervisors in the process of any setting of the Contractor's rates.

SECTION 6.4. MANDATORY COMMERCIAL RECYCLING REPORT

(A) Mandatory Commercial Recycling Report. The Contractor shall prepare a Mandatory Commercial Recycling Report as set forth in Appendix 8. The Director may approve extensions granting the Contractor additional time to prepare or forward their Mandatory Commercial Recycling Report. Any amendment to Appendix 8 shall be approved in writing by the Contractor and the Director of the Waste Management Department.

The information in the Mandatory Commercial Recycling Report shall match the information that appears on the Contractor's invoices or statements. Mandatory Commercial Recycling Report shall be reviewed by Waste Management Department staff to confirm that the information provided by the Contractor is in compliance with this Section and all other applicable County Ordinances, Resolutions, regulations and rules.

(B) Electronic Reporting. As of January 1, 2016, the Contractor shall submit all required reports including but not limited to the Bin Fee Report, the Mandatory Commercial Recycling Report, and any future reports required by state law or per County Ordinance in electronic format fully compatible with Microsoft Excel.

ARTICLE 7 PUBLIC AWARENESS

SECTION 7.1. PUBLIC AWARENESS

The Contractor agrees, at its own expense, to provide information to Customers as set forth in Appendix 11. Unless an amendment is otherwise required by then applicable law, any amendment to Appendix 11 shall be approved in writing by the Contractor and the Director. Any reference to a County Program in written material shall be approved in advance by the Director. To the extent reasonably possible, the Contractor shall accommodate the inclusion of any County-directed information on its regular billing statements upon the request of the Director without cost to the County. If the County requests the distribution of information in a form that cannot be printed or included with the Contractor's regular bill, the County and Contractor will share in the cost of printing and distribution.

ARTICLE 8 OPERATING ASSETS

SECTION 8.1. OPERATING ASSETS

(A) Obligation to Provide. The Contractor shall acquire and maintain at its own cost and expense, Operating Assets which in number, nature, and capacity shall be sufficient to enable the Contractor to provide the Collection Services in accordance with the terms hereof and such assets shall be subject to inspection and interview by the County at any time.

(B) Vehicle and Equipment Identification. The Contractor's name, phone number, and vehicle or equipment number shall be visibly displayed in letters not less

than three (3) inches in height on both sides of its Vehicles or other collection equipment used by the Contractor, as required by the County Code.

(C) Vehicle Specifications, Maintenance, and Appearance. All Vehicles shall be properly registered with the Director of Motor Vehicles of the State of California, shall be properly insured, shall be of a type approved by the County, shall be kept clean and in good repair, and shall be continuously maintained in a watertight condition. Vehicles used to collect or transport Agreement Waste shall be kept covered at all times except when such material is actually being loaded or unloaded, or when the Vehicles are moving along a collection route in the course of collection. All Vehicles shall carry a broom, shovel, and operable fire extinguisher. Agreement Waste collection Vehicles shall be washed at least once every seven (7) days and cleaned and painted as required to maintain a clean appearance. All Vehicles must be made available for inspection upon reasonable notice by the Director.

(D) Spillage. Any cover or screen shall be so constructed and used that Solid Waste shall not blow, fall, or leak out of the Vehicle onto the street. In the event of a spill, leak, or loss of payload during transit, the Contractor shall immediately arrange for the clean-up and transportation of the payload to the Designated Solid Waste Management Facility at the Contractor's sole cost and expense, shall pay any resulting fines, assessments, penalties, or damages resulting therefrom, and shall indemnify and hold harmless the County in accordance with the procedures provided in Section 9.1 hereof from all Loss-and-Expense resulting therefrom.

(E) Computer System Compatibility. The Contractor shall maintain records and data in an electronic form prescribed by the County now and as may be changed in the future. The Contractor will, at its cost and expense, provide to the County any reports or data required by this Agreement in electronic format stipulated above. Raw data may not be submitted as a substitute to the Contractor's obligation to provide various reports under this Agreement.

SECTION 8.2. OPERATION AND MAINTENANCE OF THE OPERATING ASSETS

The Contractor, at its cost and expense, shall at all times operate the Operating Assets properly and in a safe, sound, and economical manner; shall maintain, preserve, and keep the Operating Assets in good repair, working order, and condition; shall staff the Operating Assets with the appropriate number of hourly licensed and salaried employees consistent with good management practice; and shall make all necessary and proper repairs, replacements, and renewals, so that at all times the operation of the Operating Assets may be properly and advantageously conducted. The Contractor shall maintain the safety of the Operating Assets at a level consistent with Applicable Law, the Insurance Requirements, and prudent Solid Waste management practices.

SECTION 8.3. PERFORMANCE BOND

The Contractor shall at all times during the term of this Agreement maintain on file with the clerk of the Board of Supervisors a performance bond in a form approved by the County Counsel. Such bond shall run to the benefit of the County of Kern and shall be in an amount as listed below:

(A) Two thousand five hundred dollars (\$2,500.00) for any Contractor not described below;

(B) Ten thousand dollars (\$10,000.00) for a Contractor using at least three (3) but not more than six (6) vehicles rated one (1) ton or more in carrying capacity for the collection and transportation of garbage and/or refuse;

(C) Fifteen thousand dollars (\$15,000.00) for a Contractor using at least seven (7) but not more than ten (10) vehicles rated one (1) ton or more in carrying capacity for the collection and transportation of garbage and/or refuse;

(D) Twenty thousand dollars (\$20,000.00) for a Contractor using eleven (11) or more vehicles rated one (1) ton or more in carrying capacity for the collection and transportation of garbage and/or refuse; but

(E) If the Director determines a Contractor has at least seventy-five percent (75%) of his service accounts within an incorporated city or cities within the County, the Director may make a recommendation to the Board of Supervisors that the bond be reduced to twenty percent (20%) of the Contractor's gross receipts collected from his service accounts located in the unincorporated areas of the County. In any event the amount shall not be less than two thousand dollars (\$2,000.00). Said bond shall be conditioned upon the Contractor well and truly observing, fulfilling, and performing each and every term and condition of this Agreement.

SECTION 8.4. COMPLIANCE WITH APPLICABLE LAW

The Contractor shall comply with all then Applicable Law relating to any aspect of the Collection Services or this Agreement, shall obtain and maintain all then applicable legal entitlements required for the Operating Assets and the Collection Services, shall comply with all then valid acts, rules, regulations, orders, and directions of any Governmental Body applicable to the Operating Assets and the Collection Services provided hereunder, and shall pay all taxes in connection therewith. The Contractor shall keep all records indicating compliance required by the Federal Immigration and Control Act of 1986 and shall make such records available for inspection by the Director upon request.

SECTION 8.5. TAXES AND UTILITY CHARGES

The Contractor shall pay all taxes lawfully levied or assessed upon or in respect of the Operating Assets or the Collection Services, or upon any part thereof or upon any revenues of the Contractor therefrom, and shall provide and pay the cost of all Utilities necessary for the operation of the Operating Assets and the provision of the Collection Services, when the same shall become due.

SECTION 8.6. INSURANCE ON OPERATING ASSETS

The Contractor shall at all times during the term of this Agreement, at its own cost and expense, obtain and maintain insurance on all the Operating Assets meeting the requirements set forth in Section 9.5. If any useful part of the Operating Assets shall be lost, damaged, or destroyed, the Contractor shall, as expeditiously as may be

possible, commence and diligently prosecute the repair or replacement of the damaged property so as to restore the same to use to the extent required to perform the Collection Services in accordance with this Agreement.

ARTICLE 9 GENERAL REQUIREMENTS

SECTION 9.1. PUBLIC ACCESS TO THE CONTRACTOR

(A) Office Facilities. The Contractor shall establish and maintain an office within the County through which the Contractor's representatives may be contacted, unless otherwise approved by the Director.

(B) Office Hours. The Contractor's office hours shall be at a minimum, from 8:00 a.m. to 4:00 p.m. daily, except Saturdays, Sundays, and holidays. Saturday hours shall be, at a minimum, from 8:00 a.m. to 12:00 noon for Contractors serving Non-Residential accounts. These hours may be altered with the approval of the County.

(C) Emergency Telephone Number. The Contractor shall provide the County with an emergency telephone number for use by the County outside normal business hours. The Contractor shall have a representative, or an answering service to contact such representative, available at the emergency telephone number during all hours other than normal office hours.

SECTION 9.2. SERVICE COMPLAINTS

(A) Complaints to Contractor. The Contractor shall maintain during office hours a complaint service and telephone answering system having an answering capacity satisfactory to the Director. All service complaints and billing complaints will be directed to the Contractor. Copies of all complaints shall be given to the Director upon request. The Contractor shall record all complaints in a log, including date, complaint name and address, and nature and resolution of complaint. This log shall be available for inspection by the Director during the Contractor's regular office hours. Copies thereof shall be furnished to the Director upon request. The Contractor shall use reasonable best efforts to attempt to contact the customer.

(B) Required Response to Complaints. The Contractor, within twenty-four (24) hours of its receipt of notice from a Customer or the Director of a failure to provide Solid Waste Collection Services as required by the terms of this Agreement, shall collect such Solid Waste, provided such Solid Waste is in Containers or is otherwise contained in a manner suitable for pickup by the Contractor's usual collection method and has been placed in the Designated Collection Location.

SECTION 9.3. ACCOUNTING AND RECORDS

(A) Maintenance and Audit of Records. The Contractor shall maintain in its principal office in the County full and complete financial statements and accounting records. The gross receipts derived from the Collection Services under this Agreement, whether such services are performed by the Contractor or by a Subcontractor, shall be recorded as revenues in the accounts of the Contractor. Upon demand, the Contractor shall permit the Auditor-Controller of the County, and/or the

Kern County Waste Management Department (or its successor) and/or any designated representative of the County to examine and audit the books of account of the Contractor at any and all reasonable times. Upon request, the Contractor shall allow the Director to examine the bin fee reports, the accounts receivable and the invoices pertaining to any fee or charge approved by the Board of Supervisors for Solid Waste Collection Services provided under this Agreement. Such request shall be made at reasonable times and with reasonable notice.

In the event that a Special Circumstance rate adjustment is requested, such records shall be subject to audit in accordance with generally accepted auditing standards, and inspection, for the primary purpose of reviewing changes in costs to the Contractor attributable to the Special Circumstance request, at any reasonable time by an independent third party. Contractor recognizes the County of Kern Auditor-Controller as an independent third party for purposes of conducting this audit. Parties may agree to selection of the County of Kern Auditor-Controller if sufficient staff resources are available. The selection of the independent third party as well as the scope of work for such audit shall be approved in advance by the Director. The independent auditor shall provide any and all drafts of its audit to the County and the Contractor. The party requesting the Special Circumstance rate review shall bear the cost of the audit.

The Contractor shall maintain and preserve all cash, billing, and disposal records for a period of not less than three (3) years following the close of each of the Contractor's fiscal years. Upon written request of the Director of the Waste Management Department, the Contractor shall obtain and submit, within 120 days, complete independently audited financial statements, including its balance sheet, statement of revenues and expenses, and statement of changes in cash position for the period specified by the Director. Any deviation from this subsection will require the written approval of the Director and may require approval by the Kern County Board of Supervisors.

(B) Confidentiality. To the extent permitted by then Applicable Law, the County agrees to hold financial statements delivered pursuant to this Section as confidential and shall not disclose the same unless and to the extent disclosure is required pursuant to Applicable Law.

SECTION 9.4. PERSONNEL AND SUBCONTRACTORS

(A) Employment Practices. The Contractor shall at all times maintain and follow employment practices in accordance with all state and federal laws and regulations, and shall indemnify the County for any Legal Proceeding relating to its noncompliance with such laws or regulations.

(B) Non-Discrimination. In the performance of the terms of this Agreement, the Contractor agrees that it will not engage in nor permit such Subcontractors as it may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as a qualified individual with a disability. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training,

including apprenticeship; and any other action or inaction pertaining to employment matters.

(C) Personnel. The Contractor shall employ personnel sufficient in number, training, experience, and capability to ensure that the Collection Services are properly carried out.

(D) Subcontractors. The Contractor shall not utilize any Affiliates or Subcontractors for the performance of the Collection Services except with the prior written consent of the County, which may be withheld or delayed if the Director determines that such consent is not in the best interest of the public health, safety, or general welfare. In the event Subcontractors are utilized, the Contractor shall provide the County with direct access to a designated representative from the Subcontractor, such designation not to be changed without prior approval of the County, except in cases of termination of the employee. The parties acknowledge the County's direct contact with any Subcontractors in no way eliminates the Contractor's responsibility to fulfill its obligations under this Agreement.

SECTION 9.5. INSURANCE REQUIREMENTS

The Contractor and/or Subcontractor, in order to protect the County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as result of Contractor's and/or Subcontractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. The Contractor shall deliver to the County Risk Manager proof of compliance with these requirements within thirty (30) days after expiration of current coverage and shall deliver proof of future coverage no later than the date of expiration of such coverage. Contractor shall pay any deductibles and self-insured retentions under all required insurance policies, as follows:

(A) Worker's Compensation Insurance Requirement: Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code.

In signing this Agreement, Contractor makes the following certification, required by section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Collection Services under this Agreement."

Contractor shall require any sub-contractors to provide workers' compensation for all of the sub- contractors', unless the sub-contractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in performance of Collection Services under this Agreement is not covered by Labor Code section 3700, Contractor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered:

(B) Liability Insurance Requirements: Contractor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

(i) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for Liability arising out of Contractor's performance of Collection Services under this Agreement. Said insurance coverage shall have minimum limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate;

(ii) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering all owned, leased, hired and non-owned vehicles used in the performance of Collection Services pursuant to this Agreement with minimum limits, which shall be at least one million dollars (\$1,000,000) each occurrence. Such insurance shall be provided by a business or commercial vehicle policy;

The commercial General Liability Insurance required in this subparagraph (B) shall include an endorsement naming the County and the County's board members, officials, officers, agents, employees and volunteers as additional insureds for liability arising out of this Agreement and any operations related thereto.

If any of the insurance coverages required under this Agreement is written on a claims-made basis, the insurance policy shall provide and extended reporting period of not less than four (4) years following the termination of this Agreement or completion of Collection Services specified in this Agreement, whichever is later.

Prior to Contractor commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the County by Certificate of Insurance and/or the executed policies if requested. Receipt of evidence of insurance that does not comply with the above requirements shall not constitute a waiver of the insurance requirements set forth above.

(C) Cancellation of Insurance. The above stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice to the Contractor and the County in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy. Contractor shall cease all operations during any period where they lack the full coverage provided for herein and the failure to immediately obtain replacement coverage shall be deemed a material breach of this Agreement.

(D) Insurance Company Rating. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-, VII. Any exception to these requirements must be pre-approved in writing by the County Risk Manager.

(E) Self-Insurance. If the Contractor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, the Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

(F) Primary Insurance. All insurance afforded by Contractor pursuant to this Agreement shall be primary to and not contributing to any other insurance maintained by the County.

(G) No Limitations of Remedies. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

(H) Failure to Maintain Coverages. The parties agree that at any time during the term of this Agreement, Contractor's failure to provide the County Risk Manager with a certificate of insurance and/or the actual executed policies, or binder, shall constitute a material breach and an event of default as provided in Section 11.1, provided notice of default has been sent to Contractor and Contractor has failed to provide the required certificate within fifteen (15) days from receipt of the notice. In such circumstances, the County, at its sole option and discretion may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by the County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

Contractor agrees that Contractor shall not operate within the Solid Waste Franchise Area at any time that the required insurance is not in full force and effect as evidenced by a certificate of insurance and/or the actual executed policies or official binder being in the possession of the Director. In no event shall assurances by Contractor, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. The Director will only accept valid certificate of insurance and/or the actual executed policies, or insurance binder as adequate evidence of insurance. Contractor also agrees that upon cancellation, termination, or

expiration of Contractor's insurance, the Director may take whatever steps are necessary to interrupt any operation of Contractor within the Solid Waste Franchise Area until such time as the Agreement is reinstated by the Director.

The County Risk Manager shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the County Risk Manager, insurance provisions in this Agreement do not provide adequate protection for the County and members of the public within the Solid Waste Franchise Area, the County Risk Manager may require Contractor to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The County Risk Manager's requirements shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks which exist at the time a change in insurance is required.

The County shall notify Contractor in writing of changes in the insurance requirements; and if Contractor does not deposit copies of acceptable insurance policies with the County incorporating such changes within thirty (30) days of receipt of notice, this Agreement shall be in default without further notice to Contractor.

ARTICLE 10 RATES AND RATE REVIEW PROCESS

SECTION 10.1. CONTRACTOR TO COLLECT FEES

(A) Generally. The Contractor shall perform the responsibilities and duties described in this Agreement in consideration of the right to charge and collect fees from Generators of County Solid Waste for collection and disposal services rendered, at rates fixed by the County. The Contractor does not look to the County for payment of any sums under this Agreement.

(B) Billing. The Contractor shall render a Billing Statement to each Customer by the fifteenth (15th) day of the month or billing cycle. The billing cycle shall be at least quarterly. The Billing Statement shall set forth the service level (volume) and frequency of solid waste collection service, a calculation of the applicable rates, including any Special Services, for the period in which the Billing Statement is rendered. Such rates shall be due to the Contractor within twenty (20) days of the date of the Billing Statement. The Contractor shall be responsible for determining and maintaining the Customer name, service address, billing address and all other pertinent Customer account data.

(C) Delinquent Accounts. The Contractor shall be responsible for collecting Single-Family Dwelling rates, Multiple-Family Dwelling rates and Non-Residential Premises rates. The Contractor shall be responsible for implementing its own collection methods, provided that whatever steps are taken in regard to delinquent accounts must be in accordance with then Applicable Law. At a minimum, the Contractor shall abide by the following steps:

- (1) The Contractor shall notify the Customer in writing when the bill is ten (10) or more days overdue that stop service will be initiated forty-five

- (45) days after the date of the initial Billing Statement payment is not made.
- (2) The Contractor will implement stop service when the Customer has not paid within forty-five (45) days of the date of the initial Billing Statement.
 - (3) The Contractor will remove the Solid Waste Container within two (2) weeks from the date stop service is initiated.
 - (4) The Contractor will refer the delinquent account to a collection agency or file suit in small claims court fifteen (15) business days after removal of the Container.
 - (5) Collection Service shall be resumed for accounts that have implemented stop service only after prior delinquent Ben Disposal Fees are paid in full, at which time the Contractor shall forward all such monies to the County.

SECTION 10.2. RATES

(A) Basic Rates. The maximum rates are those set forth in Appendix 4, unless modified in the Annual Hauler Report utilizing the Refuse Collection Fee Adjustment Mechanism approved by the Board of Supervisors by Resolution Number 2011-380 on December 13, 2011 and as set forth in Appendix 9. The rates set forth in Appendix 4 shall remain in force commencing with the Agreement Date, and continuing until a new rate is approved by the Board of Supervisors pursuant to Section 5.36.090 of the County Code. A rate adjustment may be requested by the Contractor annually, between January 1 and March 1 for consideration by the Board of Supervisors for implementation starting July 1 of the next fiscal year. Any recommended Refuse Collection Fee Adjustment is subject to confirmation by the Board of Supervisors at a noticed, public hearing pursuant to Section 5.36.090 of the County Codes. However, the Contractor may charge a lesser amount than the rates set forth herein, provided that such lesser rate is assessed on a uniform basis to all accounts.

(B) Charges for Special Services. In addition to the revenues authorized by the hauling rates on Appendix 4, the Contractor may charge and receive fees for performing Special Services for which at the time the rates may not have been provided in the County Hauling Rates Schedule (Appendix 4). The charges or rates for Special Services shall be agreed upon in separate contracts between the Contractor and each requesting Customer. Before commencing the Special Services, the Contractor shall submit a written request to the Director for review and approval of the charges or rates that is proposed to be billed for the Special Services. It is discretionary solely to the Director to recommend to the Board of Supervisors for approval of certain proposed charges or rates for the Special Services that are commonly provided by the Contractors, at which time the Board of Supervisors may set the rates and append the rates to the County Hauling Rate Schedule (Appendix 4), which may require a public hearing. Such approved rates shall become binding on the Contractors.

(C) Rate Freeze. The Contractor agrees to suspend residential cart rate increases beginning July 1, 2015, until County approved rates are 3% higher than the

approved rates at the start of the rate freeze, not to exceed 3%, as calculated by the Refuse Collection Fee Adjustment Mechanism.

SECTION 10.3. SPECIAL CIRCUMSTANCES RATE REVIEW

At its option, the Contractor may request a Special Circumstance rate review should an event or circumstance arise which negatively impacts the economics of operating pursuant to this Agreement. The County may also initiate a Special Circumstance rate review at its option. A rate adjustment due to Special Circumstances may be approved at the option of the Board of Supervisors if:

(A) It is necessary for the Contractor to make a substantial change in its operation, or substantial capital investment in order to perform its obligations under this Agreement, or

(B) Changes to operations are mandated by the County, or

(C) Changes in law, regulations, taxes or Designated Disposal Sites occur which affect the Contractor's expenses, or

(D) Fees are levied or imposed by the County or any state or federal agency in excess of amounts charged for such fees on the date of this Agreement.

If the Contractor experiences a substantial increase or decrease in the size of the Solid Waste Franchise Area as set forth in Appendix 2 and the Contractor believes that such increase or decrease results in an adverse economic impact on the Contractor, the Contractor may request a Special Circumstance Rate Review.

The rate adjustment after a Special Circumstances rate review may result in a rate increase, a rate reduction, or no change in rates. All pertinent information must be submitted to Director for review and subsequent approval by the Board of Supervisors. The costs of a Special Circumstance rate review shall be borne by the party requesting such review. If the County determines at its sole discretion that a Proposition 218 process is required, the Contractor acknowledges the delays created by the process and that the costs for the process shall be borne by the Contractor.

The continuing existence of a Special Circumstance which has previously been determined to justify a Special Circumstance rate adjustment shall be reviewed annually per Section 10.2 of this Agreement.

SECTION 10.4. PUBLICATION OF RATES

The Contractor shall provide written notice to Customers of proposed rate changes. Such written notice shall be delivered to all Customers as part of the next quarterly or monthly billing statement which Contractor sends to Customers.

ARTICLE 11
DEFAULT, REMEDIES AND TERMINATION

SECTION 11.1. DEFAULT AND REMEDIES

(A) Events of Default. It is understood and agreed that Events of Default shall be deemed a material breach of the Agreement and each of the following shall constitute an Event of Default:

- (1) Any transaction, not complying with the requirements of Section 3.4 hereof.
- (2) The failure by the Contractor for any reason to deliver to the Designated Solid Waste Management Facility Non-Diverted County Solid Waste in an amount equal to five (5) tons (on a consecutive or cumulative basis throughout the term of this Agreement) of County Solid Waste collected by the Contractor, without any requirement of notice or cure opportunity.
- (3) Failure or refusal of the Contractor to perform any term, covenant, obligation or condition in this Agreement other than a failure or refusal described in items (1) or (2) above, except that no such failure or refusal shall give the County the right to terminate this Agreement under this Section unless:

(a) The County has given prior written notice to the Contractor, stating that a specific failure or refusal to perform exists which will, unless corrected, constitute a material breach of this Agreement on the part of the Contractor and which will, in its opinion, give the County a right to terminate this Agreement for cause under this Section unless such default is corrected within fifteen (15) days, and

(b) The Contractor has neither challenged in an appropriate forum the County's conclusion that such failure or refusal to perform has occurred or constitutes a material breach of this Agreement nor corrected or diligently taken steps to correct such default within such fifteen (15) day period from receipt of the notice given pursuant to the clause (a) of this subsection (but if the Contractor shall have diligently taken steps to correct such default within a reasonable period of time, the same shall not constitute an Event of Default for as long as the Contractor is continuing to take such steps to correct such default).

- (4) The written admission by the Contractor that it is bankrupt, or the filing by the Contractor of a voluntary petition under the Federal Bankruptcy Code, or the consent by the Contractor or either Guarantor to the appointment by a court of a receiver or trustee for all or a substantial portion of its property or business, or the making by the Contractor or either Guarantor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee,

receiver or similar fiduciary, regardless of how designated, of all or a substantial portion of the Contractor's property or business.

- (5) The final adjudication of the Contractor as bankrupt after the filing of an involuntary petition under the Bankruptcy Act, but no such adjudication shall be regarded as final unless and until the same is no longer being contested by the Contractor nor until the order of the adjudication is no longer appealable.
- (6) The failure of the Contractor to provide or maintain fidelity coverage per Section 6.3 (I), or Insurance Requirements per Section 9.5, or maintain the Performance Bond required pursuant to Section 8.3 hereof.

(B) Right to Terminate Upon Default. Upon a determination by the Director that an Event of Default has occurred, the County Board of Supervisors shall conduct a hearing upon ten (10) days' notice to the Contractor to determine if termination of the Agreement is in the best interests of the public health, safety, and general welfare of the citizens of the County. If the fact finder makes such a determination, the Contractor shall be deemed to have waived any right it may have under Applicable Law to notice of termination in excess of those notice provisions explicitly set forth herein.

(C) County's Remedies Cumulative; Specific Performance. The County's right to terminate this Agreement under this Section 11.1 is not exclusive, and the County's termination of the Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the County may have, including but not limited to specific performance, and fees and expenses incurred by or on behalf of the County in enforcing payment or performance of the Contractor's obligations hereunder if such non-performance results in a judicially determined Event of Default by the Contractor.

SECTION 11.2. LIQUIDATED DAMAGES

In addition to any other remedies provided for in this Agreement, the Director may levy a charge in the amounts listed below for the Contractor's failure to meet the requirements enumerated below. The Director's decision to levy such a charge shall not be deemed an election of remedies, but shall be cumulative with any other remedies provided for in this Agreement. The Director's decision not to levy any such charge shall not be deemed a waive of any breach by Contractor under this Agreement. The Parties agree that the following liquidated damages represent a reasonable estimate of the amount of such damages, considering all of the circumstances existing on the date of the Agreement, including the relationship of the sums to the range of harm to the County that reasonably could be anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that each Party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was entered into.

(A) Excessive Complaints. When Contractor or the Director receives complaints from more than one percent (1%) of its client base within a six (6) month

period, Contractor will be assessed \$25 per complaint per occurrence during that period; and an additional \$25 each 24 hours until the complaint is addressed. For purposes of this section, "complaints" shall mean substantive and credible Customer notifications to the Contractor or the Director of missed pick-ups, property damage, missed commitments, employee misconduct or poor quality of service (e.g. litter on property or public right-of-way or misplacement of Containers).

(B) Failure to remit the County fees, or file the required reports related to the collection of bin fees in an accurate and complete manner by the fifth working day following the due date of such fees or reports: \$50 per day for the first five days, then \$500 per day thereafter until the County completes a formal termination for default and any litigation related thereto instigated by the Contractor.

(C) Failure to file any other required report with the County: \$100 per occurrence.

(D) Failure to charge a Customer the approved rate: \$50 per occurrence where the number of customers overcharged is less than 25; \$500 per occurrence where the number of customers overcharged is 25 or more.

(E) Collection outside permitted hours: \$100 per occurrence.

(F) Failure to make records required under this Agreement available to the County: \$1,000 per occurrence.

In the event the liquidated damages permitted to be imposed under this Section exceed \$10,000 at any time or the Contractor has violated the requirements for a particular service indicator more than four (4) times in an Agreement Year, the Director shall obtain the approval of the Board of Supervisors prior to the imposition of liquidated damages. In the event the approval of the Board of Supervisors is required, the Board of Supervisors may impose an additional penalty of 25% of the original amount of liquidated damages.

The County shall give the Contractor written notice of charges levied pursuant to this Section. Any such damages shall be paid directly to the County, and may not be included by the Contractor as justification for an upward adjustment in the rate schedule or offset against any fees.

The decision of the Director shall be final and binding on the Contractor unless the Contractor files with the Clerk of the Board of Supervisors a Notice of Appeal within fifteen (15) days of receipt of the Director's decision. The Notice of Appeal shall be in writing and shall contain a full and complete detailed statement of the basis for the appeal. Upon receipt of the Notice of Appeal, the Clerk of the Board of Supervisors shall set the matter for a public hearing. The Clerk of the Board shall give the Contractor and any interested person requesting the same, ten (10) days written notice of the time and place of the hearing. At the hearing, the Board of Supervisors shall determine, based on the record; the appropriate action to be taken. The decision of the Board of Supervisors shall be final and conclusive.

SECTION 11.3 UNCONTROLLABLE CIRCUMSTANCES

(A) Excuse from Performance. In the event that a party is prevented from performing its obligations under this Agreement by an Uncontrollable Circumstance, it shall not constitute a default of this Agreement, so long as the party in good faith has used its best efforts to perform its respective obligations.

The party claiming excuse from performance shall, within five (5) days after such party has notice of the effect of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this Section. Specifically, such information shall include the following:

- (1) The Uncontrollable Circumstance and the cause thereof (to the extent known);
- (2) The date the Uncontrollable Circumstance began and the cause thereof, its estimated duration, the estimated time during which the performance of such party's obligations hereunder will be delayed;
- (3) Its estimated impact on the other obligations of such party under this Agreement; and
- (4) Potential mitigating actions which might be taken by the Contractor or County and any areas where costs might be reduced and the approximate amount of such cost reductions.

While the delay continues, the Contractor or County shall give daily notice to the other party updating the information previously submitted.

In the event that either party validly exercises its rights under this Section, the parties hereby waive any claim against each other for any damages sustained thereby.

(B) County's Right To Terminate. The partial or complete interruption or discontinuance of the Contractor's services caused by one or more of the events described in this Section shall not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing, however, if the Contractor is excused from performing its obligations hereunder because of any Uncontrollable Circumstance, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving sixty (60) days' notice.

(C) Work Stoppages Not an Event of Default. Notwithstanding anything in this Agreement to the contrary, any strikes, work stoppages, or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with the Operating Assets or the Collection Services and which last beyond seven (7) days shall not constitute an Event of Default under Section 11.1. However, in the event of such occurrence which prevents or diminishes the ability of Contractor to collect, transport and dispose of any or all the County Solid Waste which it is obligated under this Agreement to collect, transport or dispose of for a period of more than seventy-two (72) hours, and if as a result thereof, County Solid Waste shall

accumulate in the Franchise Area to such an extent, in such a manner, or for such a time that the Director, in his or her discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then County shall have the right, upon twenty-four (24) hours' notice to Contractor, to contract on a temporary basis with third parties to collect and transport any and all County Solid Waste which Contractor would otherwise be obligated to collect and transport pursuant to this Agreement. Contractor agrees that in such event, it will fully cooperate with County and its third-party contractor to effect such transfer of operations in as smooth and efficient a fashion as is practicable. All costs, fees, rates or other expenses incurred by County and/or its third-party contractor that exceed those that would have been incurred by County had no such emergency arisen shall be the responsibility of the Contractor and shall be paid to County within thirty (30) days of receipt of written notice to pay.

SECTION 11.4 RIGHT TO DEMAND ASSURANCES OF PERFORMANCE

If the County believes that the Contractor's ability to perform under the Agreement has been placed in substantial jeopardy by one of the events enumerated below, the County may, at his option and in addition to all other remedies the County may have, require that Contractor provide Director with sufficient proof that none of the events enumerated below will in fact impair Contractor from performing its obligations under the Agreement:

- (1) Contractor is the subject of any labor unrest, including work stoppages or slowdown, sick-out, picketing, or other concerted job action;
- (2) Contractor appears, in the reasonable judgment of the County, to be unable to regularly pay its bills as they become due;
- (3) Contractor is the subject of a civil or criminal judgment or order entered by a federal, state, regional, or local agency for violation of an environmental law;
- (4) Contractor is subject to unusual circumstances which the County believes could lead to an interruption in service, or

If the Contractor fails or refuses to provide to the County adequate information to establish its ability to perform within thirty (30) days, such failure or refusal shall be an Event of Default for purposes of Section 11.1(A).

The Contractor shall file a statement of ownership and management at such times as may be requested by the County, and shall verify the same as being true under penalty of perjury. Failure to comply with this paragraph within thirty (30) days from the date of the County's request shall constitute an Event of Default.

SECTION 11.5 WAIVER OF DEFENSES

In order to insure the non-interruption of a vital public service, except as provided in Section 11.3, the Contractor acknowledges that it is solely responsible

for providing the services described herein, and hereby irrevocably waives the following defenses to the payment and performance of its obligations under this Agreement: any defense based upon failure of consideration, contract of adhesion, impossibility or impracticability of performance, commercial frustration of purpose, or the existence, non-existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency that may be a basic assumption of the Contractor with regard to any provision of this Agreement.

ARTICLE 12 RESOLUTION OF DISPUTES

SECTION 12.1 NON-BINDING MEDIATION

Should a dispute arise with respect to the performance and obligations of the Parties hereunder, at any time during the term of this Agreement, the provisions of this Section shall apply. Either Party shall give the other written notice of such dispute. Such notice shall specify a date and location for the Parties to meet and confer in good faith to resolve any dispute that may arise. In the event such dispute cannot be resolved by the parties themselves within thirty (30) days of such notice, either Party may propose the appointment of a mediator. If the other Party is in agreement, both Parties may refer the matter in dispute to such mediator for advice and non-binding mediation. If the mediator is unable, within thirty (30) days thereafter, to reach a determination as to the matter in dispute in a manner acceptable to the Parties hereto, the matter may be referred by either party to a Court of competent jurisdiction.

ARTICLE 13 MISCELLANEOUS PROVISIONS

SECTION 13.1. INDEMNIFICATION

(A) Generally. The Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, employees and volunteers from any and all claims, demands, damages, costs, expenses, judgments, or liabilities arising out of this Agreement or connected with the performance or attempted performance of provisions hereof, including, but not limited to (1) any act or omission to act on the part of the Contractor or its agents, employees, or Subcontractors directly responsible to it, except to the extent such liabilities are due to the active negligence or willful act of the indemnified parties, (2) the collection, transportation, handling, storage, or disposal (by the Contractor at the designated sites) of County Solid Waste or Recyclable Materials, except to the extent such liabilities are due to the negligence or willful act of the indemnified parties, (3) any Contractor breach, (4) any claim for any finder's or brokerage fee or other commission resulting from any services alleged to have been rendered to or performed on behalf of the Contractor with respect to this Agreement or any of the transactions contemplated hereby, (5) any action taken by the County hereof upon a failure to collect, transport or dispose of County Solid Waste, (6) the performance or non-performance of the Contractor's obligations under this Agreement and (7) Contractor's failure to comply with then Applicable Law, including and relating to the Contractor's preparation and submissions of its bid for award of the Agreement. Without limitation, the indemnification provided for in this Section shall include any

Loss-and-Expense related to or arising from CERCLA or any similar or related Applicable Law.

(B) State of California Regulatory Reporting. The Contractor shall also defend and indemnify the County, with counsel of the County's choice, for any fines or penalties imposed by CalRecycle, its agents, or successor agency in the event that (i) the Contractor's delays in providing information or reports prevent the County from submitting reports or attaining goals in a timely manner as required by State Regulations or (ii) the Contractor's failure to undertake the requirements of the Recycling Plan under this Agreement prevent the County from meeting the State Regulations.

(C) Third-Parties. These indemnification provisions are for the protection of the County only and shall not create, of themselves, any liability to third parties. The provisions of this subsection shall survive termination of this Agreement.

SECTION 13.2. RELATIONSHIP OF THE PARTIES

Neither party to this Agreement shall have any responsibility whatsoever with respect to services provided or contract obligations or liabilities assumed by the other party hereto, whether accrued, absolute, contingent or otherwise, or whether due or to become due. The Contractor is an independent Contractor and Agreement holder and nothing in this Agreement shall be deemed to constitute either party a partner, agent or legal representative of the other party or to create any fiduciary relationship between the parties.

SECTION 13.3. NOTICE TO PARTIES

All notices required or provided for in this Agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is given by giving notice as provided herein.

To County:
Douglas E. Landon, Director
Kern County Waste Management Department
2700 M Street, Suite 500
Bakersfield, California 93301

To Contractor:
David and Maria Guerrero
South Tulare – Richgrove Refuse, Inc.
P.O. Box 970
Richgrove, California 93261-0970

SECTION 13.4. ACTIONS OF THE COUNTY IN ITS GOVERNMENTAL CAPACITY

Nothing in this Agreement shall be interpreted in any way as limiting the rights and obligations of the County in its governmental or regulatory capacity, or as limiting the right of the Contractor to bring any legal action against the County, not based on this Agreement, arising out of any act or omission of the County in its governmental or regulatory capacity.

SECTION 13.5. BINDING EFFECT

This Agreement shall bind and inure to the benefit of the parties hereto and any successor or assignee acquiring an interest hereunder consistent with the provisions hereof.

SECTION 13.6. AMENDMENTS

Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except by written agreement duly executed by both parties.

SECTION 13.7. FURTHER ASSURANCE


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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates stated below:

APPROVED AND RECOMMENDED:
Waste Management Department

By: 
Douglas E. Landon, Director


APPROVED AS TO FORM:
Office of County Counsel

By: 
Phillip Hall
Deputy County Counsel

COUNTY OF KERN
"County"

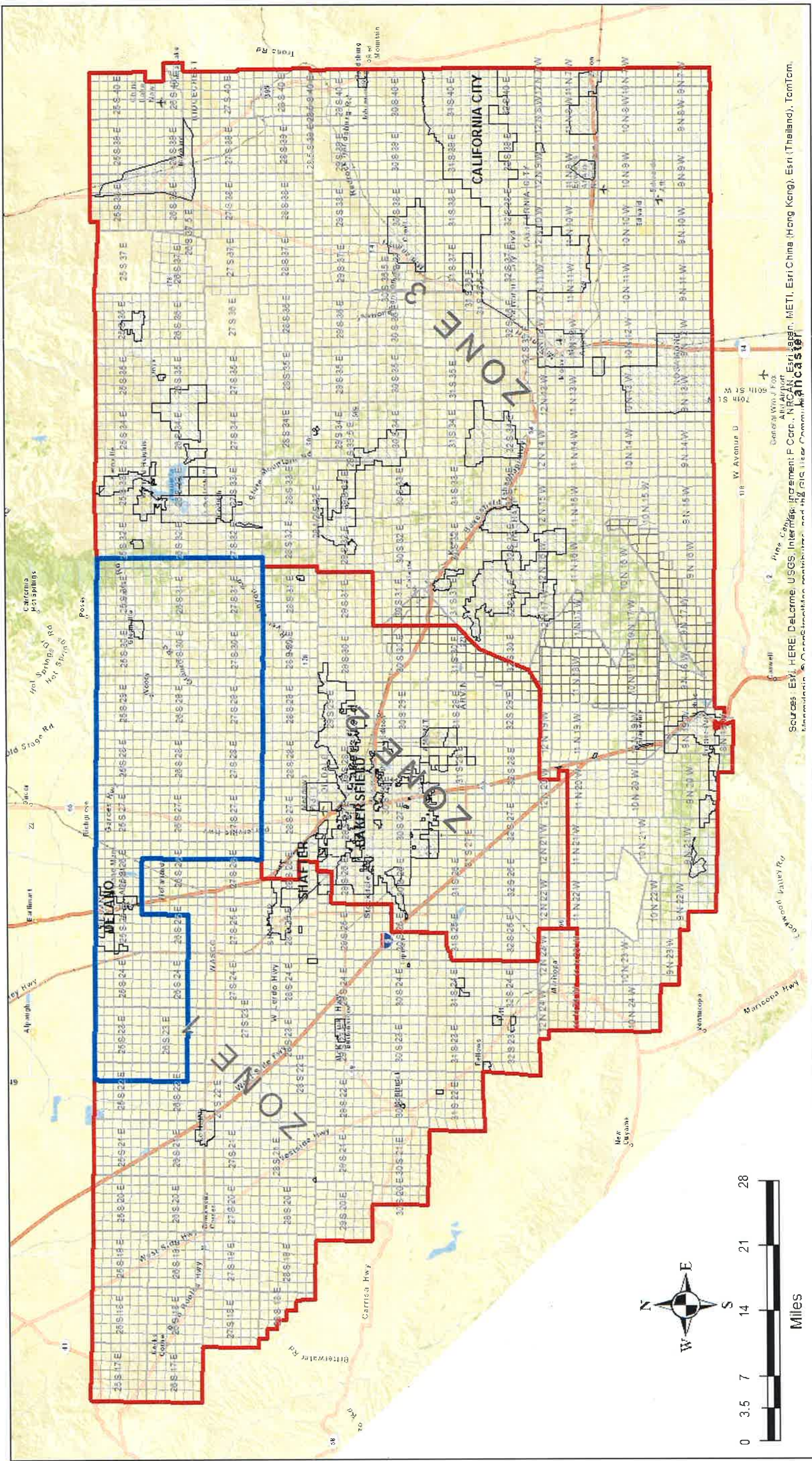
By: 
Chairman, Board of Supervisors

DAVID COUCH

"Contractor"
By: 
David Guerrero

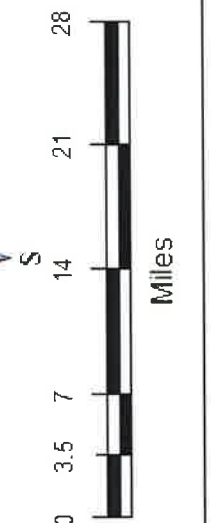

Maria Guerrero

Appendix 1
FRANCHISE ZONE MAP



WASTE MANAGEMENT DEPARTMENT
 BAKERSFIELD, CALIFORNIA

LEGEND
 [Red Line] FRANCHISE ZONE BOUNDARIES
 [Blue Line] CITY LIMITS



COUNTY OF KERN
WASTE MANAGEMENT DEPARTMENT
 BAKERSFIELD, CALIFORNIA

FRANCHISE ZONES 1, 2 AND 3 MAP
 FIGURE 1

1

Appendix 2
FRANCHISE AREA 44
LEGAL DESCRIPTION

LEGAL DESCRIPTION

GARBAGE FRANCHISE AREA NO. 44, ZONE 1 SOUTH TULARE-RICHGROVE

Beginning at the Northwest corner of Section 2, Township 25 South, Range 22 East, MDM;

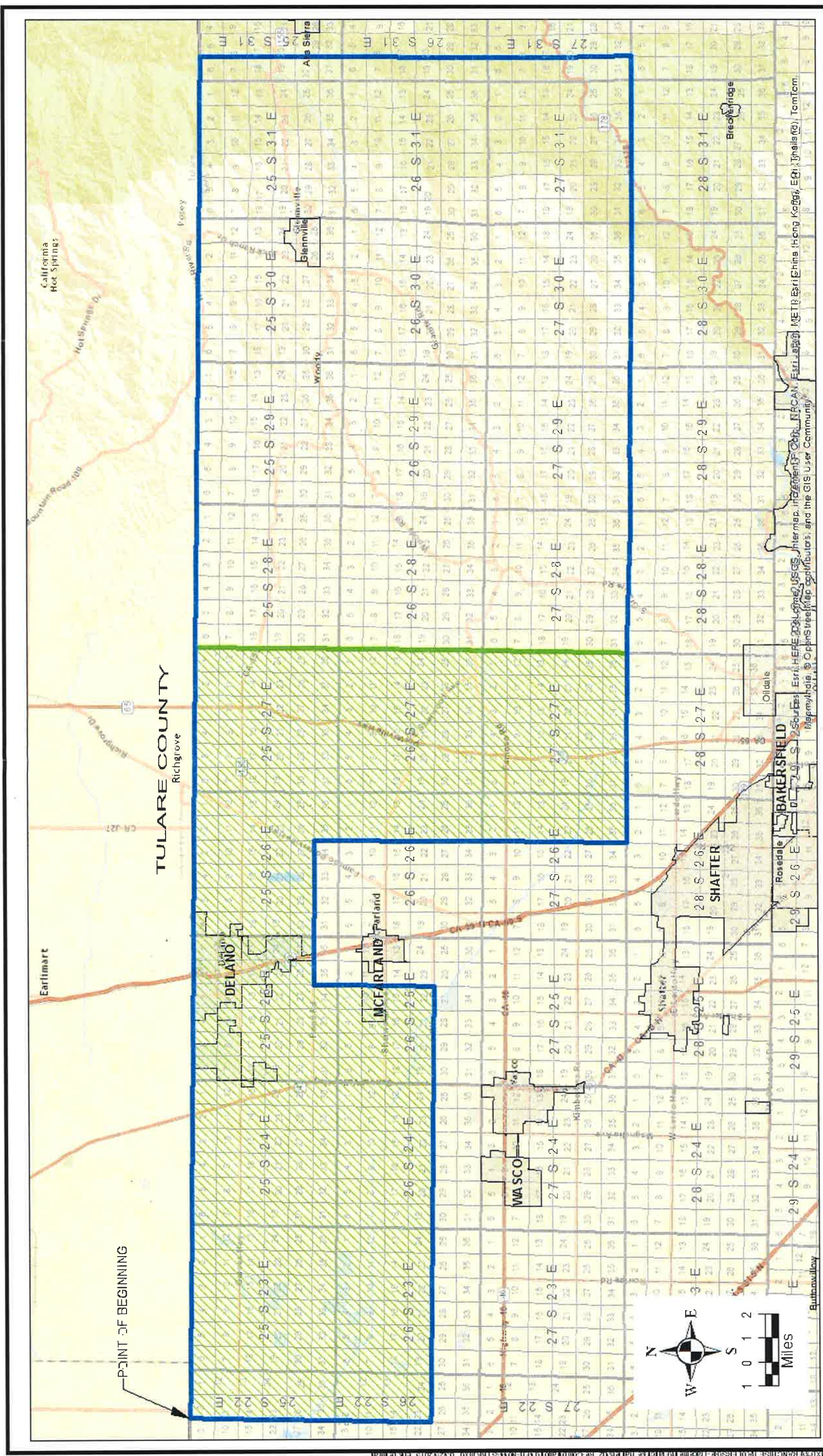
- (Thence 1) East along the north line of Township 25 South, also being the north line of the County of Kern, a distance of 57 miles to the Northeast corner of Section 6, Township 25 South, Range 32 East, MDM;
- (Thence 2) South along section lines, a distance of 18 miles to the Southeast corner of Section 31 Township 27 South, Range 32 East, MDM;
- (Thence 3) West along the south line of Township 27 south, a distance of 33 miles to the Southwest corner of Section 35, Township 27 South, Range 26 East, MDM;
- (Thence 4) North, along section lines, a distance of 13 miles to the Southwest corner of Section 26, Township 25 South, Range 26 East, MDM;
- (Thence 5) West, along section lines, a distance of 6 miles to the Southwest corner of Section 26, Township 25 South, Range 25 East, MDM;
- (Thence 6) South, along section lines, a distance of 5 miles to the Southeast corner of Section 22, Township 26 South, Range 25 East, MDM;
- (Thence 7) West, along section lines, a distance of 18 miles to the Southwest corner of Section 23, Township 26 South, Range 22 East, MDM;
- (Thence 8) North, along section lines, a distance of 10 miles to the point of beginning.

EXCEPT THEREFROM any portion lying within the incorporate limits of any city or any unincorporated area where the County does not have solid waste collection authority.

Prepared by: EL 1/13/15

Compared By: RW 4/3/15

Appendix 3
FRANCHISE AREA 44 MAP



WASTE MANAGEMENT DEPARTMENT
 BAKERSFIELD, CALIFORNIA

SOUTH TULARE - RICH GROVE
 FRANCHISE HAULER BOUNDARY #44

LEGEND

- RURAL (Blue hatched)
- URBAN (Green hatched)
- CITY LIMITS (Black outline)

FIGURE
 1

Appendix 4

ZONE 1 – FRANCHISE AREA 44

RESIDENTIAL COLLECTION RATES

NON-RESIDENTIAL COLLECTION RATES

MANDATORY COMMERCIAL RECYCLING RATES

SPECIAL SERVICES RATES

RESIDENTIAL CART RATES
Zone 1 - Franchise Area 44
Non-Tax Roll Billed

RESIDENTIAL CART SERVICE	\$/Month
One 96-gallon cart/week	\$ 21.98
SPECIAL SERVICES (each 96 gallon cart)	\$/Month
Walk-in Service* (1)	\$ 14.07
Off-County Maintained Road Service* (2)	\$ 2.81
Each additional 96-gallon cart	\$ 10.41
Voluntary Recycling Bluecart (bi-weekly)	\$ 6.50

* (1) Walk-in Service @ \$3.25/pick-up, without a Medical Exemption

* (2) Off-County Maintained Road Service @ \$0.65/pick-up

COMMERCIAL BIN AND CART RATES - July 2014
Zone 1
(Uncompacted Waste)***

Container** (1),(2),(3),(4)		Service Frequency		1st Commercial Container	Each Additional Commercial Container	Each Additional Service Pickup
Size	Units	Type	Pick-up/Week	\$/Cont./Month	\$/Cont./Month	\$/Cont./Month
96	Gal	Cart	1	\$ 37.80	\$ 33.37	\$ 16.02
1	CY	Bin	1	\$ 80.55	\$ 76.12	\$ 46.53
1.5/300	CY/Gal	Bin	1	\$ 94.01	\$ 89.58	\$ 53.10
2	CY	Bin	1	\$ 113.22	\$ 108.79	\$ 62.84
3	CY	Bin	1	\$ 142.96	\$ 138.53	\$ 70.30
4	CY	Bin	1	\$ 178.06	\$ 173.64	\$ 90.59

- ** (1) Hauler may require bin service if frequency of commercial cart service is more than once a week or volume is greater than 2 commercial carts per week
- ** (2) Hauler may require customer to purchase bin for Extreme Density or Manure Bins
- ** (3) Hauler may provide equivalent manual can service at established 96 gal cart rate.
- ** (4) Single Family/Multi Family Bin Service charged at "Additional Commercial Container" Rate + \$0.20/mth/unit Admin Fee.
- *** Bins of mechanically compacted waste or Extreme Density Bins (Density > 330 lbs/CY) shall be charged three times the rate established above.

ROLL-OFF CONTAINER RATES - July 2014
Zone 1

Per Dump	\$ 229.64
Rental Per Month* (1)(2)	\$ 194.44
Delivery Charge	\$ 105.87
Per Hour Charge	\$ 127.78
Roll-Off Compactor Service Fee	\$ 280.03

- * (1) Monthly rental may be prorated for periods less than one month.
- * (2) Admin Fee (\$0.20) included in monthly rental

**SOURCE SEPARATED
MANDATORY COMMERCIAL RECYCLING
RATE SCHEDULE - JULY 2014
ZONE 1**

Level of Service	Commercial Recycling Rates \$/Container/month
96/101 Gallon Commercial Recycling (weekly, at hauler option) (Includes Cart)	\$22.00
96/101 Gallon Commercial Recycling (<u>biweekly</u>) (Includes Cart)	\$13.56
300 Gallon Commercial Recycling (weekly, at hauler option) (Includes Cart \$4)	\$48.00
300 Gallon Commercial Recycling (<u>biweekly</u> , at hauler option) (Includes Cart \$4)	\$26.00
3 CY Bin Commercial Recycling (weekly) (Includes Bin Rental \$14)	\$82.28
3 CY Bin Commercial Recycling (<u>biweekly</u> , at hauler option) (Includes Bin Rental \$14)	\$47.00
6 CY Bin Commercial Recycling (weekly, at hauler option) (Includes Bin Rental \$20)	\$110.00
6 CY Bin Commercial Recycling (<u>biweekly</u> , at hauler option) (Includes Bin Rental \$20)	\$65.00
<u>Optional Voluntary</u> 96/110 Gallon Residential Recycling (commingled, biweekly service) (Includes Cart)	\$6.50

SPECIAL SERVICES - 2014 Zones 1, 2 and 3 (Universal and Non-Universal Areas)		
SERVICE	RATE	NOTES
Account Restart Fee	\$ 25.00	
Bear Proof Cart	\$ 4.00	\$/month
Bear Proof Cart Replacement	\$ 250.00	
Bin Rental Fee	\$ 18.50	\$/month
Bin Delivery Fee	\$ 50.00	each
Cart Replacement (96-gal)	\$ 95.00	
Cart Redelivery Fee (96-gal)	\$ 25.00	
Certification (Customer Req'd)	\$ 40.00	\$/hr/employee (FAA, Facility Safety Cert. etc)
Commercial Off-County Maintained Road	\$ 7.00	\$/mo - Distance > 0.25 miles
	\$ 3.50	\$/mo - Every additional 0.25 mile
Gravity Bin Service Fee	\$ 7.35	\$/month, No installation fee
Individually Scheduled Bin Service	\$ 36.00	\$/pick-up
Individually Scheduled/Extra Cart Service	\$ 20.00	\$/pick-up (may apply to contaminated cart)
Individually Dispatched Bin Service	\$ 75.00	\$/pick-up
Install Manual Bar Lock	\$ 50.00	No monthly service fee
Install Gravity Lock	\$ 150.00	No monthly service fee
Manually Rolling Bins	\$ 7.00	\$/month/20'
Packer Truck Rental	\$ 155.00	\$/hour
Residential Off-County Maintained Road	\$ 0.65	\$/pick-up
Residential Walk-in Service	\$ 3.25	\$/pick-up (without Medical Exemption)

Appendix 5

CURBSIDE BULKY WASTE COLLECTION PROGRAM

APPENDIX 5

Franchise Area 44

CURBSIDE BULKY WASTE COLLECTION PROGRAM

For Single-Unit and Multiple-Unit Dwelling Customers in the Contractor's Urban Franchise Area, the Contractor shall provide bulky waste collection services:

- The Curbside Bulky Waste Collection Program shall be a "Call-in" service for Residential Customers. Residential Customers shall be entitled to one (1) bulky waste service pick-up per month.
- The Contractor may provide written notice of the Curbside Bulky Waste Collection Program to Single-Unit Dwelling Customers as part of the regular billing cycle, or through separate direct mailing as specified in Article 7 and Appendix 11 - Public Awareness.
- The Contractor shall provide written notice of the Curbside Bulky Waste Collection Program to Multi-Unit Dwellings by direct mailing to the occupants on a semi-annual basis. The Contractor may alternately elect to coordinate bulky waste collection services for Multi-Unit Dwelling complexes directly through the property manager and provide routine service for each pre-scheduled bulky waste collection days.

For Housing Authority Dwelling Customers in the Contractor's Urban Franchise Area, the Contractor shall provide monthly pre-scheduled bulky waste collection days, of which the January event shall include Christmas Trees:

- The Curbside Bulky Waste Collection Program shall be a "Call-in" service for Housing Authority Dwelling Customers. The Housing Authority Dwelling Customer shall notify the Contractor at least 48 hours in advance of the pre-scheduled collection day that bulky waste collection is needed.
- The Contractor shall provide written notice of the Curbside Bulky Waste Collection Program to Housing Authority Dwellings by direct mailing to the occupant on a semi-annual basis.

For Single-Unit, Multiple-Unit and Housing Authority Dwelling Customers in the Urban Franchise Area, the Contractor shall provide the following as part of the Curbside Bulky Waste Collection Program:

- The written notice of the Curbside Bulky Waste Collection Program shall prominently note the pre-scheduled dates of bulky item collection services, as well as the "Call-in" telephone number. The written notice shall also include a general description of bulky items that may be collected and of items that will not be accepted for collection.

- Collection of two (2) bulky items per service (placed by the customer at the curb, or side of the street if no curb, or at the normal waste collection location if it is impractical for customer to place the items at the curb). The Contractor will not be required to provide a walk-in service for bulky items for any customer.
- Semi-annual tracking reports of numbers and frequency of collection requests, and of tonnage collected by specific waste types.
- Items accepted for bulky waste collection will include bulky items that are too large to fit into a 96-gallon waste Container and that are accepted at no charge at the County disposal facilities. Common acceptable items will include furniture and large household appliances. Bulky items that have several pieces (such as a sectional couch or a dining set) will be considered two (2) items. Only one (1) television or computer monitor will be accepted per residential unit per pick-up.
- Items specifically excluded from bulky waste collections will include hazardous material, construction and demolition material, dirt, green waste, liquid waste, manure, tires, vehicle parts, pressurized containers, bulky items from a commercial property, or any item weighing over 500 pounds.

Appendix 6
ILLEGAL DUMPING PROGRAM

APPENDIX 6

Franchise Area 44

ILLEGAL DUMPING PROGRAM

The Contractor shall take reasonable measures to maintain the roads and streets in the Solid Waste Collection Area free from litter from the operations of its Operating Assets. In addition, within the Solid Waste Collection Area, the Contractor shall also provide the following services at no additional charge to the County:

- (1) Cleanup bulky items discarded in the public roadway or alleys when requested by the Director of the Waste Management Department or his/her designee; and
- (2) Provide up to 20-40 cubic yard roll-off Containers* and hauling service annually for cleanup of illegally dumped waste by County provided labor crews and County coordinated volunteers; and

County shall accept such illegally dumped solid waste, free of charge to the Contractor, at the County's designated Disposal Facility.

- * Other Container types may be substituted with approval of the Director or his/her designee.

Appendix 7

**FREQUENCY AND SCHEDULE OF
SOLID WASTE COLLECTION SERVICES**

APPENDIX 7

Franchise Area 44

FREQUENCY AND SCHEDULE OF RESIDENTIAL SOLID WASTE COLLECTION SERVICES

Residential <u>Urban</u> Voluntary Solid Waste Collection 96 Gallon Cart Service			
Trash	Voluntary	Tan	Weekly
Source-Separated Recyclable Material	Voluntary	Blue	Bi-Weekly
Curbside Bulky Waste Collection	Call-in*		NTE Monthly
Residential <u>Rural</u> Voluntary Solid Waste Collection 1.5 CY Bin or Equivalent Cart Service (Up to 3-96 Gallon Carts)			
Trash	Voluntary		Bi-Weekly

* Call-in Curbside Bulky Waste Collection

NTE – Not to Exceed

FREQUENCY AND SCHEDULE OF NON-LAND USE FEE SOLID WASTE COLLECTION SERVICES

<u>Urban</u> Non-Residential Bin Service (Various Bin/Roll-off Sizes)			
Trash	Voluntary/Mandatory		Weekly
Source-Separated Organic Waste**	Voluntary		Weekly
Source-Separated Recyclable Material	Voluntary		Bi-Weekly
<u>Rural</u> Non-Residential Bin Service (Various Bin/Roll-off Sizes)			
Trash***	Voluntary		Bi-Weekly
Source-Separated Organic Waste**	Optional/Voluntary*		Weekly
Source-Separated Recyclable Material	Optional/Voluntary*		Bi-Weekly
<u>Urban</u> Residential - Non Land Use Fee Housing Authority			
Trash		Tan	Weekly
Source-Separated Recyclable Material	Bundled	Blue	Bi-Weekly
Curbside Bulky Waste Collection			NTE Monthly

**When required by Legislation and/or Ordinance. Content of Source-Separated Organic Waste as directed and approved by the County.

*** Rural Service may provide twice the service volume at half the collection frequency as Urban Service at the standard approved rate.

Appendix 8

MANDATORY COMMERCIAL RECYCLING REPORT

APPENDIX 8

MANDATORY COMMERCIAL RECYCLING REPORT

Franchised Haulers providing Source-Separated Recycling services shall provide semi-annual reports on the dates and in the format prescribed by the Director, such reporting may include, but is not necessarily limited to:

- (1) A list of Customers they have in the approved franchise area; the name, address and account number of the facility serviced; and the name of the Generator and/or Customer for Solid Waste, Source-Separated Recyclable Material and/or Source-Separated Organic Waste management;
- (2) The volume per month of trash collection service provided to the Business, Commercial Facility or property;
- (3) The cumulative volume, calendar year-to-date, of trash collection service provided to the Business, Commercial Facility or property;
- (4) The volume per month of Source-Separated Recyclable Material collection service provided to the Business, Commercial Facility or property;
- (5) The cumulative volume, calendar year-to-date, of Source-Separated Recyclable Material collection service provided to the Business, Commercial Facility or property;
- (6) The volume per month of Source-Separated Organic Waste collection service provided to the Business, Commercial Facility or property;
- (7) The cumulative volume, calendar year-to-date, of Source-Separated Organic Waste collection service provided to the Business, Commercial Facility or property;
- (8) The total volume per month of combined Trash collection service, Source-Separated Recyclable Material collection service and Source-Separated Organic Waste collection service provided to the Business, Commercial Facility or property;
- (9) The cumulative volume, calendar year-to-date, of combined Trash collection, Source-Separated Recyclable Material collection service, and Source-Separated Organic Waste collection service provided to the Business, Commercial Facility or property;
- (10) The location of the Source-Separated Recycling Facility(ies) to which the Source-Separated Recyclable Material were taken during the previous quarter, including the tonnage of Source-Separated Recyclable Material delivered to such facility each month; and

- (11) The location of the Source-Separated Organic Waste Recycling Facility(ies) to which the Source-Separated Organic Waste was taken during the previous quarter, including the tonnage of Source-Separated Organic Waste delivered to such facility each month; and
- (12) Information about changes in Recycling service such as new customers or cancellations, including business name and address.
- (13) The initial quarterly reporting periods shall be as follows:

Reporting Period	Due Date
January 1 – March 31	May 1
April 1 – June 30	August 1

Appendix 9

**MECHANISM FOR REFUSE COLLECTION FEE
ADJUSTMENT TO
FRANCHISE GARBAGE HAULER RATES**

APPENDIX 9

Mechanism for Refuse Collection Fee Adjustment to Franchise Garbage Hauler Rates

Basic formula for calculating proposed Refuse Collection Fee Adjustments:

$$\text{Adjustment Factor} = (\text{Fuel \%} \times \text{Fuel Factor}) + (\text{Base Rate \%} \times \text{CPI}')$$

Description, derivation and application of terms:

Fuel Factor and Fuel %

Fuel Index (FI) = US Energy Information Administration (EIA)
California No. 2 Diesel (On-Highway) Retail Sales by All Sellers
Average Annual Fuel Cost (\$/gal)

$$\text{Fuel Factor}^{(1)} (\text{FF}) = \frac{\text{FI}_2 - \text{FI}_1}{\text{FI}_1} \quad \begin{array}{l} \text{FI}_2 - \text{FI} \text{ in the current year} \\ \text{FI}_1 - \text{FI} \text{ in the prior year} \end{array}$$

Fuel % ⁽²⁾ = Portion of the Refuse Rate attributed solely to fuel.

Base Rate % and CPI'

Base Rate Index = Average Annual Consumer Price Index (CPI) (All Urban Consumers)
CUURA421SA0, CUUSA421SA0 from Bureau of Labor Statistics
Los Angeles-Riverside-Orange County, CA

$$\text{CPI Factor} = \frac{\text{CPI}_2 - \text{CPI}_1}{\text{CPI}_1} \quad \begin{array}{l} \text{CPI}_2 - \text{CPI} \text{ in the current year} \\ \text{CPI}_1 - \text{CPI} \text{ in the prior year} \end{array}$$

CPI' Factor = $(\text{CPI Factor} - (0.055^{**} \times \text{Fuel Factor}))/0.945^{**}$
(*5.5% is the 2010 fuel component of the CPI and is subject to change)

Base Rate % ⁽³⁾ = Portion of the Refuse Rate not attributed to fuel (100 – Fuel%).

Annual Refuse Collection Fee Adjustment Factor

$$\text{Adjustment Factor} = (\text{Fuel\%} \times \text{Fuel Factor}) + (\text{Base Rate \%} \times \text{CPI}')$$

Application of Refuse Collection Fee Adjustment Factor

$$\text{Existing Rate} \times (1 + \text{Adjustment Factor}) = \text{Proposed Rate}$$

EXHIBIT A – Notes

(1) The Fuel Index (FI₍₁₎) used to set the 2012 rates for accounts not billed on the tax roll shall initially be \$4.93. This Fuel Index is the basis for the 2008 fuel surcharge, the starting point for the initial 2012 rate adjustment using the proposed methodology. Subsequently, Fuel Index (FI₍₁₎) shall be the FI in the year of last rate adjustment.

(2) The Fuel % is the portion of the Refuse Rate attributed solely to fuel. Initially, the 2008 Fuel % is established as 16% as representative of the most recent fuel adjustment. The Fuel % will vary from year to year relative to the differential between the Fuel Index and the CPI'. Subsequently, the Fuel % will use the Fuel % resulting from the previous rate adjustment.

(3) The Base Rate % is the portion of the Refuse Rate not attributed to fuel. Initially, the 2008 Base Rate% is established as 84%. The Base Rate % will vary from year to year relative to the differential between the Fuel Index and the CPI'. Subsequently, the Base Rate % will use the Base Rate % resulting from the previous rate adjustment.

Appendix 10

**STANDARDS FOR OVERLOADED
SOLID WASTE CONTAINERS**

STANDARDS FOR OVERLOADED CONTAINERS

CONTAINER	STANDARD Gross Weight (pounds)
CART	250
300 GALLON BARREL	500
FRONT LOAD BIN (Various sizes)	1,200
ROLL-OFF	18,000
COMPACTOR BIN	18,000

* Gross Weight - Weight of container and content

Appendix 11
PUBLIC AWARENESS

APPENDIX 11

PUBLIC AWARENESS TO SUBSCRIPTION CUSTOMERS (In writing as part of Billing Statement or through Electronic Messaging or Direct Mailing*¹)

PROGRAM	FREQUENCY
Bulky Waste Collection* ²	Semi Annually
Blue Cart Recycling* ²	Semi Annually
Household Hazardous Waste (HHW)* ³	As requested
Mandatory Commercial Recycling	Spring and Fall
Mandatory Commercial Organic Recycling* ⁴	Spring and Fall
Home-Generated Sharps* ²	Semi Annually
Other Topics* ³	As requested

*¹Contractor may utilize other public awareness tools in addition to written notice including website and newspaper advertising.

*²If Occupant does not receive Billing Statement then written notice shall be by direct mailing. (Universal Collection Areas and Multi-Family).

*³Distribution of Requested Information in a form that cannot be printed and included with the Contractor's regular bill, the County and Contractor will share in the cost of printing and distribution.

*⁴ When required by State Regulation/Legislation and/or County Ordinance

Appendix 12

HOME-GENERATED SHARPS PROGRAM

Home-Generated Sharps Waste Disposal Program

The South Tulare - Richgrove Sharps Waste Disposal program is a free program provided by the contractor that is available to all residents who have home-generated sharps waste. A minimum of two (2) secured kiosks provided and maintained by the contractor are available for residents to safely dispose of home-generated sharps waste. All home-generated sharps waste must be placed in a Sharps Container no larger than two liters, prior to being deposited into the kiosk. The contractor will contract with a licensed medical waste company to collect, transport and dispose all home-generated sharps waste from each kiosk at a minimum of one (1) time per month. Commercially generated sharps waste is prohibited from utilizing the program at any time.

Definitions

California Health and Safety Code

Section 117671 – Home-generated Sharps Waste:

“Home-generated sharps waste” means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications derived from a household, including a multifamily residence or household.

Section 117750 - Sharps Container:

“Sharps container” means a rigid puncture-resistant container that, when sealed, is leak resistant and cannot be reopened without great difficulty.