

**FRANCHISE AGREEMENT
BETWEEN**

**COUNTY OF AMADOR
AND
ACES WASTE SERVICES, INC.
FOR**

**COLLECTION & DISPOSAL SERVICES
FOR
SOLID WASTE AND
RECYCLABLE MATERIALS**

June 23, 2020

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FRANCHISE AGREEMENT
FOR
SOLID WASTE AND RECYCLABLE MATERIALS
COLLECTION & DISPOSAL SERVICES

This **FRANCHISE AGREEMENT** (Agreement) is made as of this 23rd day of June, 2020, by and between the **County of Amador, CALIFORNIA**, a political subdivision of the State of California (hereinafter referred to as "**County**"), and **ACES Waste Services, Inc.**, a California corporation (hereinafter referred to as "**Contractor**").

RECITALS

1. The State of California has, through enactment of the *California Integrated Waste Management Act of 1989* (hereinafter "*Act*"), determined each of the following:
 - A. That management of solid waste and recyclable materials is a shared responsibility of the State and local governments.
 - B. That it is in the public interest for local governments to be authorized and required to provide adequate handling services for solid waste and recyclable materials.
 - C. That the amount of solid waste generated in California, coupled with diminishing landfill space, potential adverse environmental impacts from burying solid waste in landfills, and the need to conserve natural resources have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program.
2. The State of California, through the *Act*, has directed CalRecycle (formerly the California Integrated Waste Management Board) and all local agencies to maximize the use of feasible waste reduction, recycling and composting options in order to reduce the amount of solid waste that must be disposed of in landfills.
3. Both **County** and **Contractor** are mindful of the *Act* and all other provisions of local, State and federal laws governing the safe collection, processing, re-use, recycling and disposal of solid waste and recyclable materials.
4. **County**, through its Board of Supervisors, recognizes that the responsibility for local solid waste management, i.e. the operation of the **County's** solid waste program, is a "shared responsibility between the State and local governments" per Section 40001(a) of the *California Public Resources Code*.
5. **Contractor** has provided solid waste collection and related services to the **County** under a 1999 Franchise Agreement (Areas 2 & 3), and 1998 Franchise Agreement (Area1); both of which expire on March 24, 2023 (Prior Agreements).
6. On the basis of the satisfactory history of **Contractor's** ability to provide these services, **County** has determined that it is in the best interests of its residents to enter into this Agreement with **Contractor** in order to further **County's** goal of regulatory compliance as set forth in the *Act*.

7. **County** has independently evaluated **Contractor's** past performance and has determined that **Contractor** is qualified and capable of providing the required solid waste and recyclable materials collection and disposal services. Such services shall be accomplished in a manner and on terms which are in the best interests of **County**, its residents and businesses, taking into account the qualifications and experience of **Contractor** and the cost of providing such services.

8. **Contractor** has participated in the development of this Agreement and is familiar with its content and preparation, and the work to be performed by **Contractor** under the Agreement. This Agreement accurately and fairly represents the intentions of **Contractor**, and **Contractor** enters into this Agreement on the basis of its independent analysis.

9. **County** and **Contractor** agree that the Prior Agreements shall be superseded by this Agreement and that this Agreement shall be controlling.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, **County** and **Contractor** mutually agree to the following terms and conditions:

End of Page

ARTICLE 1 DEFINITIONS

1.1 AGREEMENT DEFINITIONS

Unless the context otherwise requires, terms used in this Agreement shall have the meanings set forth in the definitions contained in **Attachment A**. Additional definitions used in this Agreement are contained in Title 7, Chapter 7.24 of the Amador County Code. Capitalized terms defined in **Attachment A** (but not those defined in the Amador County Code) shall begin with a capital letter in this Agreement.

1.2 STATUTORY DEFINITIONS

Unless a term is otherwise defined in this Agreement, terms used in this Agreement shall have the same meaning as the definitions of those terms contained in the *California Integrated Waste Management Act of 1989* ("Act") and the rules and regulations promulgated thereunder. In the event of a conflict between the definition of a term in the *Act* (or its promulgated rules) and in this Agreement, the definition in this Agreement shall prevail.

ARTICLE 2

REPRESENTATION AND WARRANTIES OF CONTRACTOR

Contractor represents and warrants, as of the date of this Agreement, the following:

2.1 CORPORATE STATUS

Contractor is a corporation, duly organized, validly existing and in good standing under the laws of the State of California, and is qualified to do business in the State of California.

2.2 CORPORATE AUTHORIZATION

Contractor has the authority to enter into and perform its obligations under this Agreement. The directors (and shareholders if necessary) of **Contractor** have taken all actions required by law, the articles of incorporation and bylaws or otherwise to authorize the execution of this Agreement.

2.3 AGREEMENT DULY EXECUTED

The persons signing this Agreement on behalf of **Contractor** have been authorized to do so and this Agreement constitutes a legal, valid and binding obligation of **Contractor**.

2.4 NO CONFLICT WITH APPLICABLE LAW OR OTHER DOCUMENTS

Neither the execution and delivery by **Contractor** of this Agreement, nor the performance by **Contractor** of its obligations hereunder:

- A. Conflicts with, violates or will result in a violation of any existing applicable law; or
- B. Conflicts with, violates or will result in a breach or default under any term or condition of any existing judgment, order or decree of any court, administrative agency or other governmental authority, or of any existing contract or instrument to which **Contractor** is a party or by which **Contractor** is bound.

2.5 NO LITIGATION

There is no action, suit, proceeding, or investigation at law or in equity, before or by any court or governmental entity, pending or threatened against **Contractor**, or otherwise affecting **Contractor**, wherein an unfavorable decision, ruling, or finding, in any single case or in the aggregate, would:

- A. Materially adversely affect **Contractor's** performance hereunder,
- B. Adversely affect the validity or enforceability of this Agreement, or
- C. Have a material adverse effect on the financial condition of **Contractor** or the entity providing the guaranty of **Contractor's** performance.

2.6 FINANCIAL CONDITION

Contractor has made available to **County** information on its financial condition. **Contractor** recognizes that **County** has relied on this information in evaluating the sufficiency of **Contractor's** financial resources to perform this Agreement. The best of **Contractor's** knowledge, this information is complete and accurate, does not contain any material misstatement of fact and does not omit any fact necessary to prevent the information provided from being materially

misleading.

2.7 ABILITY TO PERFORM

Contractor has the expertise and professional and technical capability to perform all of its obligations under this Agreement. All services to be provided by **Contractor** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. **Contractor** also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise **County** of any changes in any laws that may affect **Contractor's** performance of this Agreement.

ARTICLE 3 TERM OF AGREEMENT

3.1 EFFECTIVE DATE

The Effective Date of this Agreement shall be June 23, 2020. This Agreement supersedes and replaces the prior franchise agreement between **Contractor** and **County**, and all amendments and extensions thereof. Any and all such prior agreements, amendments or extensions shall terminate on the Effective Date of this Agreement.

3.2 TERM

The Term of this Agreement shall be for fifteen (15) years and shall begin on the Effective Date and shall end at midnight on June 22, 2035 unless earlier terminated, or extended as provided in Section 3.3. **Contractor's** obligation to collect solid waste, including Targeted Recyclable Materials and Construction and Demolition Debris (C&D) within a designated franchise area, and transport such solid waste, including Targeted Recyclable Materials and C&D to a Designated Transfer Facility shall commence on the Effective Date, provided that this Agreement is fully executed and the conditions of Section 3.5 are met, and shall continue for the remainder of the Term.

3.3 EXTENSION OF TERM

The Agreement may be extended for up to two (2) five (5) year periods, upon mutual agreement of the **County** and the **Contractor**.

3.4 LIMITATIONS TO TERM IN THE EVENT OF AN ASSIGNMENT

The Term of the Agreement specified in Section 3.2 above, and the Extension of Term specified in Section 3.3 above, have been established on the basis that the **Contractor** will be providing the requested services over the full Term of the Agreement and any and all extensions. Should the **Contractor** assign the Agreement to another party at any time, as provided for in Section 16.3, the Term of the Agreement, including any and all extensions, will automatically become no more than 10 years. Should there be less than 10 years remaining on the Term at the time of any assignment, including any and all potential extensions, than that remaining Term of less than 10 years will apply.

3.5 CONDITIONS AS TO EFFECTIVE DATE OF THIS AGREEMENT

The obligation of the Parties to perform under this Agreement is subject to the right of approval of this Agreement by the Amador County Board of Supervisors, and that such right shall have become effective, pursuant to California law, on or before the Effective Date. This obligation is also subject to the terms of Section 2.5 of this Agreement, namely that there shall be no litigation pending on the Effective Date in any court challenging the execution of this Agreement or seeking to restrain or enjoin its performance.

- A. *Obligation of Contractor to perform.*** The obligation of **Contractor** to perform under this Agreement is also subject to the satisfaction of the conditions set forth below:
- 1. *Accuracy of representations.*** The representations and warranties made by **Contractor** in Article 2 shall be true and correct on and as of the Effective Date.
 - 2. *Performance bond.*** **Contractor** shall have provided a faithful

performance bond meeting the requirements of Section 14.5. The **County** may waive this requirement at its sole discretion based upon **Contractor's** long history of satisfactory performance, but retains the right to reinstate this requirement at any time.

- B. *Notice.*** Execution of this Agreement by both Parties represents an acknowledgement that they are satisfied with the terms and conditions contained herein. If either Party wishes to assert that a condition for its benefit has not been satisfied and has not been waived, it must deliver written notice to that effect to the other Party on or before the Effective Date. If no such notice is received, the Agreement will become effective on the Effective Date.

- C. *Good faith.*** Each Party is obligated to perform in good faith the actions, if any, which this Agreement requires it to perform before the Effective Date and to cooperate towards the satisfaction of the conditions set forth above.

ARTICLE 4 SCOPE OF AGREEMENT

4.1 SCOPE OF AGREEMENT

Through this Agreement, **County** grants to **Contractor** an exclusive franchise, for the designated franchise area, as shown in **Attachment B**, except as provided in Section 4.2, to collect and transport the following materials in the designated service area:

- A. Solid waste generated at residential and commercial premises, multi-family dwellings, commercial premises and any other location in unincorporated areas of Amador County, including but not limited to any **County** facilities;
- B. Source separated or commingled Targeted Recyclable Materials generated at residential and commercial premises, multi-family dwellings, and any other location in unincorporated areas of Amador County, including but not limited to any **County** facilities; and
- C. Construction and Demolition Debris (C&D) generated at residential and commercial premises, multi-family dwellings, commercial premises and any other location in unincorporated areas of Amador County, including but not limited to any **County** facilities.

4.2 LIMITATIONS ON SCOPE

The right granted to the **Contractor** is exclusive, except for the categories of solid waste listed below. The granting of this right does not preclude the categories of solid waste listed below from being delivered to, collected, or transported by others as provided below, provided that no person is excused from obtaining from the **County** any authorization that is required by law. **Contractor** may, but is not obligated to, provide the services described below on a non-exclusive basis.

- A. Solid waste, C&D and Targeted Recyclable Materials which are transported personally by the owner or occupant of the premises at which they are generated (or by his or her employees) to a permitted transfer, processing and disposal facility;
- B. Recyclable materials which are source separated by the generator and donated to youth, civic, or charitable organizations;
- C. Recyclable beverage containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500 *et seq.* California Public Resources Code;
- D. Animal waste and remains from slaughterhouse or butcher shops, grease waste, and used cooking oil;
- E. By-products of sewage treatment including sludge, sludge ash, grit, and screenings;

- F. Hazardous waste, household hazardous waste (during household waste disposal events), and infectious waste with appropriate precautions at an approved infectious waste facility;
- G. Source separated E-waste and source separated universal waste, including household batteries, fluorescent light bulbs and mercury switches;
- H. Materials generated by governmental facilities (Including public schools which are exempt from the Agreement by applicable law), provided that the generator has arranged services with the person collecting same through a separate agreement;
- I. Green Waste removed from premises by a gardening, landscaping or tree trimming company, using its own equipment and employees as an incidental part of the total service offered by the company, as opposed to a hauling service; and
- J. C & D debris that is incidentally removed from a single residential or commercial premises by a duly-licensed construction or demolition company, as part of the total service offered by such licensed company and where the licensed company uses its own employees and equipment, other than debris boxes which are exclusive to the **Contractor**..

4.3 GEOGRAPHIC LIMITS ON CONTRACTOR'S OPERATIONS

Contractor's rights under this Agreement apply to the **County's** franchise area.

4.4 ADMINISTRATION BY COUNTY

The Amador County Board of Supervisors has designated the Amador County Director of Solid Waste (hereinafter "Director") to act as the contract administrator (hereinafter "administrator") for this Agreement. The Director, or his or her designee, shall be **Contractor's** contact for all inquiries, complaints and other communications from **Contractor** for the Term of this Agreement. All reports, financial statements, insurance information and any other correspondence required from **Contractor** by the terms of this Agreement shall be provided by **Contractor** to the administrator or his or her designee. Solid waste issues that may arise during the Term of this Agreement may be brought up for consideration by either of the Parties at any time. Excepting actual or potential legal disputes requiring confidentiality, issues requiring further discussion and/or a decision affecting rates, methods of collection, etc., may be placed on the agenda by either Party for a hearing before the Amador County Waste Management Director. The Director will consider the issue and may make a recommendation to the Amador County Board of Supervisors, who retain the responsibility for the final decision.

4.5 ENFORCEMENT BY COUNTY

The burden of enforcement of the provisions of this Agreement, found in Title 7, Chapter 7.24 of the Amador County Code (hereinafter "County Code"), and of the *California Integrated Waste Management Act of 1989*, and all other pertinent local, State and federal laws pertaining to the Amador County solid waste program shall be borne by **County** as follows:

- A. Director shall oversee and be responsible for the enforcement of violations on all public health and safety solid waste matters concerning restaurant food wastes, biomedical wastes, and pharmaceutical wastes including sharps, hazardous wastes, chemical wastes, radioactive wastes and all other

environmental health-related waste issues. Determination as to whether a specific waste product is environmental health-related may be obtained by contacting the Director of Environmental Health.

- B.** Director shall oversee and be responsible for the enforcement of violations on all solid waste matters concerning municipal solid waste, recyclables, bulky waste, e-waste, universal waste, white goods, C & D and all other types of solid waste.
- C.** Director shall oversee and be responsible for the enforcement of all other facets of the **County** solid waste program, including oversight and coordination with **County's** franchise contractors and the administration of this Agreement.
- D.** Any complaints regarding the **County** solid waste program, whether submitted directly to (or by) **County** or **Contractor**, or to (or by) an intermediate agency such as the Amador County Code Enforcement Office or any other local, State or federal law enforcement office that cannot be resolved in a reasonable time and manner by the **Contractor** shall be administered by the Director. The Director shall investigate the complaint and determine the proper jurisdiction for the resolution of the complaint and forward it to the appropriate agency.
- E.** A complaint under this Section against **Contractor** resulting in a Determination of Violation of the terms of this Agreement may result in a finding of default against the **Contractor**, and remedies available to **County** listed in Article 15 of this Agreement shall be enforced, subject to **Contractor's** appeal rights and ultimate finding by the County Board of Supervisors.
- F.** A complaint under this Section against a person resulting in a Determination of Violation is an infraction and shall be enforced by any peace officer, as defined in the California Penal Code, the Amador County Code Enforcement Officer or by the Environmental Health Director, and employees designated by the Director. Such designated employees are authorized to issue citations for violations of Chapter 7.24 of the County Code.
- G.** **Contractor** has exclusive franchise rights for the collection, removal, transport, use and disposal of solid waste and targeted recyclables in **Contractor's** designated franchise area of the unincorporated portion of Amador County per Section 7.24 of the County Code, with the exceptions noted in Sections 4.02 and 4.03 of this Agreement. **County** shall use all reasonable remedies available to it to insure that those rights are enforced, including any such enforcement measures described in Chapter 7.24 of the County Code and the penalties for said violations of County Code against third party violators. Nothing in this Section shall limit **Contractor's** right to independently seek enforcement of those rights against third Party violators, including, but not limited to all available remedies at law and in equity, including seeking injunctive relief against such third Party violators and recovery of attorney's fees and costs against violator.
- H.** Upon **Contractor's** notice to **County** of any person or entity perceived to be in violation of **Contractor's** exclusive franchise rights hereunder, such person or entity shall be advised in writing by **County** to immediately cease such activities after **County** has investigated and verified such notification. **County's** notification to such person or entity shall include enforcement measures

described in Chapter 7.24, or other applicable Chapter or Section of the County Code. If such person or entity continues to violate **Contractor's** exclusive franchise rights after notification by **County**, **Contractor** shall have the right to impound any waste container used in violation of **Contractor's** exclusive franchise rights or any other applicable legislative requirements described in the applicable Sections of Chapter 7.24 of the County Code, the *California Integrated Waste Management Act of 1989*, and all other pertinent local, State and federal laws pertaining to the Amador County solid waste program. Nothing in this provision shall limit **Contractor's** independent right to enforce its exclusive franchise through any legal means.

- I. Notwithstanding **Contractors** right to independently enforce its exclusive franchise through any legal means necessary, **County** shall retain all of its rights with regard to pursuing or not pursuing remedies concerning violations or alleged violations of **County's** solid waste ordinance or other ordinances. Any and all prosecutorial discretion shall lie solely and absolutely with **County**.

ARTICLE 5 COLLECTION SERVICES

5.1 GENERAL

The work to be performed and services to be provided by **Contractor** includes the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the work and provide the services described, at the times and in the manner required by this Agreement. The enumeration of, and specification of requirements for, particular items of labor, supervision, equipment, materials or supplies shall not relieve **Contractor** of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not. **Contractor** shall perform the work and provide the services pursuant to this Agreement in a thorough and professional manner so that the residents and businesses within **County** are provided reliable, courteous, and high-quality service at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve **Contractor** of the duty of accomplishing all other aspects in the manner provided in this article, whether such other aspects are enumerated elsewhere in the Agreement or not.

5.2 SOLID WASTE COLLECTION

- A. Single-Family Dwellings (SFD).** **Contractor** shall collect solid waste from SFD at a minimum of once per week from **Contractor**-provided carts. **Contractor** shall collect containers curbside. **Contractor** shall make reasonable accommodations with regard to provision and servicing of containers (e.g. container size and type, placement of containers for collection etc.) at no additional cost to customers demonstrating a qualifying handicap supported by a physician's letter describing their inability to place the container at the curb. Qualifying handicap service recipients must also provide evidence that no other occupant of the residential premises is physically able to place carts curbside for collection. New service recipients shall be notified upon signing up of the availability of handicap service.
- B. Multi-Family Dwellings (MFD).** **Contractor** shall collect refuse from MFD as frequently as scheduled by the customer, but not less than once per week provided that requested service conforms to **Contractor's** scheduled hours of collection. MFD customers shall use **Contractor**-provided carts or bins for solid waste collection that is shared by the occupants of the premises. **Contractor** shall provide one (1) or more cart(s) or bin(s) to such customers as requested by customer, provided that equivalent capacity of not less than two (2) ninety-six (96) gallon containers are provided for every five (5) dwelling units in the MFD complex. **Contractor** shall give special consideration when determining the collection location for MFD complexes to ensure that the flow of traffic is not impeded and that it does not result in aesthetic degradation of an area.
- C. Commercial Premises.** **Contractor** shall collect refuse from commercial premises as frequently as scheduled by the customer, but not less than once per week provided that requested service conforms to **Contractor's** scheduled hours of collection. **Contractor** shall allow each commercial premises to use carts, bins or debris boxes for solid waste collection. **Contractor** shall provide each customer with a choice of one (1) or more carts, bins or debris boxes.

 - 1. Centralized bin or cart service.** **Contractor** shall allow each commercial premises to use carts or bins for refuse collection that are shared by the

occupants of two (2) or more adjacent commercial premises. In such case, **Contractor** shall provide one or more carts or bins as requested by the customer(s) provided that no less than ninety-six (96) gallons of container capacity is provided for every four (4) commercial premises. **Contractor** shall provide each customer with a choice of one (1) or more carts or bins.

2. **Drop boxes.** **Contractor** may allow a customer to use a drop box for refuse collection to meet the customer's disposal needs. In such case, **Contractor** shall provide customer with a choice of container capacities ranging from twenty (20) to forty (40) cubic yards (or similar sizes).

5.3 TARGETED RECYCLABLE MATERIALS COLLECTION

Contractor shall collect, at a minimum, source separated recyclable materials as follows

A. Single Family Dwellings

1. **Designated Standardized Collection Zones.** **Contractor** shall offer bi-weekly collection of one blue 32-gallon recycling container from all SFD in the Designated Standardized Collection Zones (DSCZ), which are documented in **Attachment B**.
2. **All Other Single Family Dwellings.** **Contractor** shall offer all SFD accounts located outside of the DSCZ two (2) orange bags per week for recyclables that can then be placed in their garbage can for recovery at the WARF or Pine Grove Transfer Station, as applicable, at no additional charge to those SFD. Extra bags may be requested by customer and provided by **Contractor** at the rates provide in the Rate Schedule attached hereto as **Attachment C**.

B. Multi-Family Dwellings (MFD). **Contractor** shall offer all MFD accounts a minimum of bi-weekly recycling collection service in blue recycling carts, containers or bins at the rates provide in the Rate Schedule attached hereto as **Attachment C**.

C. Commercial Premises. **Contractor** shall offer all commercial accounts a minimum of bi-weekly recycling collection service in blue recycling carts or containers at the rates provide in the Rate Schedule attached hereto as **Attachment C**.

D. Rejected Loads. **Contractor** may reject source separated recyclables that contain excessive amounts of contamination and shall tag such loads with a red tag as provided under Section 9.2.F, below. Such rejected recyclables shall be disposed of as solid waste at a facility designated for such disposal at the fees charged for solid waste disposal.

5.4 GREEN WASTE COLLECTION

A. Locations. **Contractor** shall implement, within the first Calendar Year of Agreement an optional residential bi-weekly Green Waste curbside collection program. The Green Waste collection program shall accept Green Waste from residential customers located in DSCZ that have source separated their Green Waste from all other solid waste. The provision of this service is contingent upon there being sufficient subscription to such program for a minimum length of service

of six (6) months.

- B. **Fees for Disposal.** Fees for the collection of such Green Waste shall be as presented in the rate schedule shown as **Attachment C**, as amended from time to time
- C. **AB 1594 Diversion Credit for Green Waste.** Contractor shall deliver all Green Waste collected under this Agreement to a facility that handles that material such that it qualifies for diversion under AB 1594. Under no circumstances shall the Contractor deliver Green Waste to a facility that would result in that Green Waste not qualifying for diversion under AB 1594 without the written consent of the County.
- D. **Rejected Loads.** If program is operational pursuant to Section A above, Contractor may reject source separated Green Waste received from program participants that contains solid waste, Targeted Recyclable Materials, painted, treated or stained lumber or other contaminants, or if the Green Waste is not trimmed to the size specified. Such rejected Green Waste shall be disposed of as solid waste at a facility designated for such disposal at the fees charged for solid waste disposal.

5.5 CONSTRUCTION AND DEMOLITION DEBRIS (C&D) COLLECTION

Contractor shall collect C&D from residential customers and commercial customers that have source separated the C&D from solid waste and placed the C&D in roll-off containers provided for collection by Contractor at the rates established in accordance with Article 12. Contractor may tag and reject containers of C&D that contain contaminants or contaminated C&D greater than ten percent (10%) by volume, and shall report such incidents to County as part of Contractor's Quarterly Operational Report. Contaminated material that has been rejected shall be disposed of as solid waste according to the rate schedule shown in **Attachment C**, as amended from time to time. Contractor shall provide collection in a manner that best suits the needs of the customer. Contractor shall collect C&D at the designated location agreed upon by Contractor and customer. The designated collection location, if disputed by customer or Contractor, shall be determined by County after consultation with Contractor.

5.6 COLLECTION CONTANERS.

- A. Contractor shall allow SFD, MFD and commercial accounts to choose a collection service method that best suits the needs of its premises, provided the method requested conforms to Contractor provided services. Specifically, Contractor shall offer the following choices for solid waste and recycling services:
 1. **Cart service.** Contractor shall provide a choice of one (1) or more carts at County approved rates.
 2. **Bin service.** Contractor shall provide a choice of one (1) or more bins at County approved rates. Contractor may elect to provide service to bins contained in bin enclosures upon rates set in the rate schedule set forth in **Attachment C**.
 3. **Shared Cart or Bin service.** Contractor shall provide customers one (1) or more carts or bins that are shared by the occupants of two (2) or more commercial premises. Upon request Contractor shall provide to customers

container locks at the **County** approved fee.

4. **Drop Boxes. Contractor** shall provide a choice of container capacities at **County** approved rates.

- B. **SB 1383 Cart and Container Color and Labeling Requirements. Contractor** shall comply with all required SB 1383 cart color and labeling requirements by the dates specified in the regulations unless **County** is exempt from those SB 1383 requirements. Any and all additional costs resulting from SB1383 cart color and labeling requirements shall be included in the rates. Any new or replaced carts and cart lids as of the Effective Date of this Agreement shall meet all SB 1383 cart color and labeling requirements.

5.7 COMMUNITY CLEAN-UP EVENTS

Contractor shall provide one (1) annual clean up in each of the five supervisorial districts at locations agreed upon with the **County** to allow residential customers to drop off acceptable materials. **Contractor** shall also distribute one voucher to each residential customer (subscriber) once per year to allow them to bring acceptable materials to one of the permitted transfer stations located in the **County**. **Contractor** shall not be obligated to provide or honor vouchers to residents who are not current customers in good standing with the **Contractor**. Vouchers shall be non-transferable and only one voucher per household/address will be honored. Voucher holders will be required to provide proof of residency and account number when redeeming vouchers to ensure appropriate use. Acceptable materials which shall be determined by the **Contractor**, after consultation with the **County**, may include one or more of the following: e-waste, bulky waste, universal waste and recyclables not to exceed one (1) cubic yard of total material per customer.

- A. **Recycling and reuse. Contractor** shall collect materials in a manner that maximizes reuse, recycling and diversion of materials from disposal. **Contractor** shall make reasonable efforts, within the framework of this Agreement and the rate structure contained herein, to ensure that diversion goals are met or exceeded. **Contractor** shall transport separated recyclable materials to the Designated Transfer Facility or an alternative processing site with advance authorization from **County**. **Contractor** shall coordinate with re-use vendor(s) where feasible to have a representative present at the drop-off event to accept reusable items. Disposal of materials shall be **Contractor's** last option.
- B. **Scheduling community drop-off Events. Contractor** shall promote, manage, staff, and operate community drop-off events described in this Section.

5.8 OTHER COLLECTION SERVICES

- A. **Bulky Item Collection. Contractor** shall offer residential and commercial accounts on-call collection of bulky items (e.g., televisions, refrigerators, furniture) within one-week of request for service at a rate to be negotiated between the **Contractor** and the customer.
- B. **Extra Pick-Ups.** Residential and commercial customers can request and receive extra pickup service at the **County** approved rate.
- C. **Pine Needle Bins** -- **Contractor** shall provide and place debris boxes for pine needle collection as directed by the **County**, and collect, haul, and dispose of pine needles at an annual cost to the **Contractor** not to exceed \$55,090 annually, with

that annual cost to be adjusted annually based on the **Contractor's** annual collection rate adjustment approved by the County Board of Supervisors. Actual costs exceeding \$55,090, as adjusted annually, shall be recovered by the Contractor through the rates.

- D. **Other County Requested Services.** Contractor shall provide other collection, and related services as requested by the **County** within a reasonable time frame at a rate to be negotiated in good faith.

5.9 MINIMUM DIVERSION RATE

Contractor shall use its best efforts to divert a minimum of 4% of all the material it collects within the unincorporated areas of Amador County, where diversion is measured by the total amount of material that is collected and diverted from disposal, accounting for any and all processing residue or contamination that is not diverted, divided by the total amount of material collected.

5.10 UNSAFE COLLECTION LOCATIONS / WEATHER ACCESS PROBLEMS

Contractor shall not be required to provide collection services where there are unacceptable safety or risk factors, or where weather temporarily prevents safe access. **County** and **Contractor** shall establish standards for access to collection points and for inclement weather collections. If unsafe conditions exist or persist, defined according to such standards, **Contractor** has the right to request a waiver for providing collection services at an unsafe location. If a customer requests service who has an unsafe collection point under such criteria, **Contractor** and the customer shall agree upon a collection point that is not unsafe, and if they cannot agree, the Director or the Director's designee shall determine an appropriate location. If the customer continues to disagree with the chosen location, **Contractor** may require customer to subscribe to push/pull service, at the rates provided in the rate schedule at **Attachment C**, and/or discontinue service to that customer without violating this Agreement.

5.11 ADVERSE WEATHER CONDITIONS POLICY

Heavy snow and other adverse weather conditions in the **County** may result in interruption of service for some customers **Contractor** will make every effort to provide service provided that can be done safely. In the event **Contractor** cannot provide service on the scheduled day, it will go back to collect materials on missed streets as soon as service can be provided safely and personnel and equipment are available to provide that service.

ARTICLE 6 TRANSPORTATION

6.1 TRANSPORTATION OF COLLECTED MATERIALS

Contractor shall be responsible for transporting and delivering all solid waste, C&D, recyclable materials, Green Waste and all other materials collected by **Contractor** pursuant to this Agreement to the Designated Transfer, Processing, and Disposal Facilities (**Attachment D**). Once placed in containers for collection, such materials shall become the property of **Contractor**.

ARTICLE 7
RESERVED.

[This Article Intentionally Left Blank]

ARTICLE 8 OTHER SERVICES

8.1 CUSTOMER BILLING

- A. **Billing.** **Contractor** shall prepare and mail bills for services provided by **Contractor** and shall collect customer payments.
1. **Frequency.** **Contractor** shall bill single-family customers quarterly, in advance, amounts equal to the rate for service for a three (3) month period (i.e., using a quarterly format) and may bill monthly at a minimum. The billing for single-family customers shall be for the three (3) month period following the billing. Multi-family and commercial customers shall be billed quarterly or monthly at a minimum. Commercial customers using roll-off boxes shall be billed on a periodic frequency as determined by **Contractor**
 2. **Records.** **Contractor** shall maintain, for inspection by **County**, copies of customer billings and receipts, in chronological order, for a period of three (3) years after the date of service. **Contractor** shall maintain those records in electronic format. **County** staff or representatives shall be given access to such records upon five (5) Business Days' notice.
 3. **Rates.** **County** shall establish rates for the types of service provided as described in Article 12. **Contractor** shall bill and collect at those rates. Under no circumstances shall **Contractor** bill for any rates or services that have not been approved by **County** and documented on **County's** approved rate schedule **Attachment C**, as amended from time to time.
 4. **Service stops.** **Contractor** shall allow customers to suspend service and billings when the premises are unoccupied or during periods of extended vacation. Single-family residential customers may suspend service for a minimum of two (2) weeks. Notification for service suspension shall be received by **Contractor** a minimum of ten (10) Days prior to the service suspension start date. The billings for both residential and commercial customers shall be prorated by **Contractor** in accordance with customer's requests to suspend service.
- B. **Delinquent payment.** Single-family residential customers will be considered delinquent sixty (60) days after start of the quarter in which collection services are provided by **Contractor** and multi-family dwelling, commercial customers will be considered delinquent fifteen (15) days after payment is due to **Contractor**. **Contractor** may assess a late fee, at a rate not to exceed the late fees presented in the rate schedule shown in **Attachment C**, as amended from time to time, if payment is not received by **Contractor** within fifteen (15) days after the account becomes delinquent. **Contractor** may discontinue services to customers who are 60 days delinquent. Prior to any such actions, **Contractor** must provide all delinquent accounts with written notice of its intent to assess late fees at least fifteen (15) days prior to such assessment, and **Contractor** may use any other means of collection available under law to collect delinquent accounts, including, but not limited to termination of service, and shall be entitled to recover its costs of collection. Prior to discontinuance of service, **Contractor** must provide continuing

delinquent accounts with notice of intent to terminate service at least fifteen (15) days prior to termination of service.

- C. **County Billing review.** Contractor acknowledges that County may perform, or cause to be performed, billing reviews periodically, but no more often than once per Calendar Year. Contractor agrees to participate and cooperate with County and its agents to accomplish these reviews and conduct any data collection and report preparation that may be requested.
- D. **Contractor Billing review.** Contractor acknowledges that County may perform or cause to be performed by the Contractor a review of billings to all customers periodically, but no more than once per Calendar Year, to assure that the amounts billed are consistent with the service levels provided and the approved rate schedule. The results of that review shall be presented to County within 30 days of the completion of the billing review if conducted by the Contractor.
- E. **Privacy of Customer information.** Contractor shall not distribute or sell customer, owner, or occupant information such as names, addresses, and telephone numbers to other persons with the exception of distribution to the County or its agents for reporting and contract compliance purposes.
- F. **Invoice.** Contractor's invoice form to all customers must include information suitable for a customer to understand that billing and/or operational complaints and shall include a reference to the Director as program administrator, along with the administrator's mailing address and telephone number, if such complaints are not first resolved directly with the Contractor.
- G. **Dividing invoices.** Contractor shall not be responsible for dividing, splitting or otherwise proportioning invoices to commercial customers who are sharing waste containers. Only one customer shall be responsible for the payment of invoices for shared disposal facilities, and only one billing name and address shall be entered into Contractor's billing records for such arrangement.

8.2 CUSTOMER SERVICE

Contractor is responsible for ensuring that all staff and customer service representatives maintain a professional and courteous demeanor when in contact with County and the public. Contractor shall be responsible for all employee interactions with customers and County staff. Contractor is required to ensure that its customers are consistently treated courteously and are presented with timely, responsive and thorough solutions to problems and requests for information.

- A. **Local office.** Contractor shall operate a local administration office within Amador County. Office hours shall be, at a minimum, from 9:00 a.m. -12:00 p.m. and 1:00 p.m. to 4:00 p.m. (Monday through Friday) exclusive of holidays. Contractor shall be responsible for ensuring that a qualified representative is available at the local office during office hours to communicate with the public and accept bill payments from customers. The local office and customer service telephone number(s) shall either be a local or toll free call. Contractor's telephone system shall adequately handle the volume of calls typically experienced on the busiest days, and Contractor shall have staff available to directly answer all incoming phone calls during office hours. Contractor shall have a company representative, an answering service, or voice-mail system available for calls received during non-business hours and holidays.

- B. **Complaints - Contractor** shall maintain a Complaint/Complement Log including the name and address of the reporting party, date, nature of complaint/compliment, and resolution method and date, if applicable. **Contractor** shall promptly and politely respond to complaints, including complaints from **County** staff, or the public at large, related to **Contractor's** performance or non-performance and use reasonable business efforts to resolve such complaints.
- C. **Website. Contractor** shall maintain and publicize an up-to-date website whereby customers can obtain the information listed below. **Contractor** is required to update the website as necessary. At a minimum, the website shall contain **Contractor's** contact information, customer relations phone number, and information related to all services offered by **Contractor**.
- D. **Meetings with County.** If requested by **County**, **Contractor** shall meet with **County** to discuss compliance with the customer service standards specified in this Section.

8.3 PUBLIC EDUCATION AND PROMOTION

Contractor and **County** agree that all public education activities will be a collaborative effort between **County** and **Contractor**. **Contractor** shall be responsible for ensuring that its customers consistently receive a high level of service and responsiveness. **Contractor** acknowledges and agrees that education and public awareness are important elements of any effort to achieve the diversion of recyclable materials from the waste stream. **Contractor** shall develop an annual Public Education and Outreach Plan that it shall submit to the **County** annually by November 1st, that clearly identifies the number, type, content and schedule for all proposed **Contractor** public education and outreach to be conducted. At a minimum, the **Contractor's** Public Education and Outreach Plan shall include:

1. All required AB 939, AB 341, AB 1826 and SB 1383 residential and commercial Public Education and Outreach.
2. All other planned outreach and education.
3. Other information requested by **County**.

The **Contractor's** Public Education and Outreach Plan for Calendar Year 2021 is provided in **Attachment E**.

8.4 WASTE GENERATION/CHARACTERIZATION STUDIES

Contractor acknowledges that **County** may perform solid waste generation and characterization studies periodically, but no more often than once in any five-year period, to determine the composition of collected materials. **Contractor** agrees to participate and cooperate with **County** and its agents and to accomplish studies and data collection and prepare reports, as needed, to determine weights and volumes of solid waste and/or Targeted Recyclable Materials and characterize materials generated, disposed, transformed, diverted or otherwise handled/processed to satisfy requirements of the *Act*.

8.5 PROVISION OF EMERGENCY SERVICES

Contractor shall provide emergency services at **County's** request in the event of major accidents, disruptions, natural calamities or other emergencies as designated by federal, State or local authorities. Emergency services may include, but are not limited to: assistance handling, salvaging, processing, composting, or recycling materials; or disposing of solid waste following a

major accident, disruption, or natural calamity. **Contractor** shall be capable of providing emergency services within twenty-four (24) hours of notification by **County** or as soon thereafter as is reasonably practical in light of the circumstances. **Contractor** shall be entitled to payment for emergency services rendered at the relevant rates set forth in **Attachment C**, as amended from time to time, or as negotiated by **Contractor** and **County** where relevant rates are not provided therein.

ARTICLE 9
REQUIREMENTS FOR OPERATIONS,
EQUIPMENT AND PERSONNEL

9.1 COLLECTION HOURS AND SCHEDULES

A. Days and Hours of Collection.

1. **Residential.** Residential solid waste, and Targeted Recyclable Materials (including all such services provided to SFD and MFD premises) shall be collected on weekdays (i.e., Monday through Friday) on an established weekly pickup schedule between 5:00 a.m. and 6:00 p.m. exclusive of Christmas and New Year's.
2. **Commercial.** Commercial facilities' solid waste and source separated recyclable materials shall be collected on any day of the week (i.e., Monday through Sunday), on an established weekly pickup schedule between 2:00 a.m. and 8:00 p.m. **County** in conjunction with **Contractor** may restrict or require modifications to hours for collection from commercial premises to resolve noise complaints, and in such case, the administrator may restrict allowable operating hours.
3. **Holiday.** Collection shall take place on the following Business Day or Saturday if the Holiday is on a Friday.
4. **Change in Collection schedule.** **Contractor** shall notify the **County** and any customers a minimum of five (5) Business Days prior to a change in the residential collection schedule, unless a shorter notice period is necessary due to extreme circumstances in which case **Contractor** shall use best efforts to provide as much notice as possible. **Contractor** shall not permit any customer to go more than five (5) Business Days without service in connection with a collection schedule change.

B. Route schedules. Routes over which **Contractor's** vehicles travel to affect the collection and transport of solid waste and/or recyclable materials shall be selected to minimize damage to **County** and private streets and roads, and minimize inconvenience and disturbance to the public. **Contractor** shall use due care to obey all traffic laws and prevent materials being transported from being spilled or scattered during transport.

9.2 COLLECTION STANDARDS

A. Implementation of services. **Contractor's** implementation of the services required by this Agreement shall occur in a smooth and seamless manner so that customers and/or generators do not experience disruption in collection services when services are initiated on the Effective Date. **Contractor** shall be responsible for managing implementation of new collection services and other related services.

B. Servicing containers and missed or refused pick-ups

1. **General.** **Contractor** shall collect the contents and return each container to the location where the occupant properly placed the container for collection.

Contractor shall employ best efforts to place the containers upright with lids properly closed and secured. **Contractor** shall use due care when handling containers. **Contractor** shall not throw, roughly handle, damage, or break containers. Upon customer request, **Contractor** shall provide special services including: unlocking and locking containers; accessing locked container enclosures (e.g., with a key or combination lock); and pulling or pushing containers to the collection vehicle. **Contractor** shall provide the special services described in this paragraph upon request from customer and **Contractor** shall be entitled to bill customer for any special services provided by **Contractor**, at the rates provided in the rate schedule in **Attachment C**. No customer owned carts or bins are allowed.

2. **Missed Pick-Ups.** When notified of a Missed Pick-Up Collection Event, **Contractor** shall collect the solid waste and source separated recyclable materials as soon as reasonably possible but no later than 7 days. **Contractor** shall retain the right to bill customer as noted in the rate schedule shown as **Attachment C**, as amended from time to time, for returns for Missed Pick-Ups if container was not set out for collection during the normal collection hours when **Contractor's** collection vehicle ordinarily is present for collection.
3. **Refused Pick-Ups.** **Contractor** may refuse to collect customer's container under the circumstances described in Section 9.2.F.

- C. **New Customers and change in service levels.** **Contractor** shall deliver containers and initiate collection services for a new customer within five (5) to seven (7) Business Days of the customer's request for service. If an existing customer requests a change in the number or size of their solid waste, C&D and/or source separated recyclable materials containers and/or frequency of collection, **Contractor** shall deliver or exchange additional containers and/or remove containers and shall initiate changes in the collection services within five (5) to seven (7) Business Days of the customer's request for a change in service
- D. **Separate collection of materials and allocation of County materials.** **Contractor** shall separately collect and segregate solid waste, C&D and Targeted Recyclable Materials from each other and shall not commingle these materials at any time during the transportation or delivery of those materials to the ultimate disposal facility. Solid waste, C&D and/or Targeted Recyclable Materials collected in the **County**, which are combined with materials collected from other agencies, shall be allocated by **Contractor** to **County's** collection program based on volume or tonnage using a method approved by **County**. Under no circumstances shall the **Contractor** dispose of any recyclable materials, Green Waste or other material intended to be diverted without the written approval of the **County**.
- E. **Set out instructions to Customer.** **Contractor** shall instruct customers as to any preparation of solid waste, C&D and/or source separated recyclable materials and the proper placement of containers. If customers are not adhering to **Contractor's** instructions, **Contractor** shall notify such customers of the noncompliance. In cases of extreme or repeated failure to comply with the instructions, **Contractor** may decline to pick-up the solid waste, C&D and/or source separated recyclable materials provided that **Contractor** informs customer of noncompliance indicating the reason for refusing to collect the material and providing steps to correct

noncompliance. **Contractor** retains the right to indefinitely suspend service for serial violators. In the case of contaminated source separated recyclable materials, **Contractor** may charge customer for collection and disposal as solid waste (including a return trip charge and an extra solid waste collection charge) at the rates set forth as provided for in the rate schedule shown as **Attachment C**, as amended from time to time.

F. Non-Collection notices. **Contractor** may choose not to collect materials for the following reasons:

1. Materials contain hazardous waste; or
2. The loaded weight of a cart or container exceeds the maximum weight recommended by the cart or container manufacturer, or creates a physical hardship on **Contractor** employee; or
3. A container that is not set out in a location accessible to **Contractor**, and there is no agreement in place for special handling;
4. The customer has been deemed delinquent due to non-payment of solid waste collection fees per Section 8.1.B; or
5. For the collection of recyclable materials or Green Waste, contamination of those materials by municipal solid waste (MSW) or other non-recoverable materials.

In such case of non-collection, **Contractor** shall notify such customers of the noncompliance indicating the reason for refusing to collect the material and providing steps to correct noncompliance. In such case, **Contractor** shall issue non-collection notices stating the reason(s) the materials were not collected. The non-collection notice shall be affixed prominently onto the container to ensure that it is not inadvertently removed from the container due to weather conditions. **Contractor** shall document the use of non-collection notices by recording the date and time of issuance, address of service recipient, reason(s) for issuance, name of employee who issued the notice, and truck and route numbers. The posting of the notice shall be at least two inches by six inches (2" x 6") in size and shall be approved by **County**. The non-collection notices must identify the steps the customer must take to recommence collection service. The customer shall be assessed a fee approved by **County** for collection of the container as solid waste by **Contractor**. This additional fee charged to customer may include:

- a. A return trip charge, and
- b. An extra solid waste collection charge.

Contractor shall report quarterly to **County** the number of non-collection notices issued. **Contractor** shall coordinate with **County** with regard to termination or restatement of service to a service recipient due to numerous non-collection notices issued to the same customer.

Contractor shall issue and document at least one (1) warning letter or notice to a customer within each calendar year before issuing any additional charges or fees.

G. *Improper or Unsafe Access.* **Contractor** may refuse to collect materials at locations identified by **Contractor** and approved by **County**, which approval shall not be unreasonably withheld, where vehicular access is deemed improper or unsafe due to temporary or long-standing private road or driveway conditions that would make collection activities hazardous to **Contractor's** employees or equipment, or that would result in **Contractor's** requirement of unsafe backing or turning movements in order to provide collection services. **Contractor** may require a property damage waiver from customer where collection service is provided but private roads or driveways are deemed inadequate in width or load-bearing capacity

H. *Collection of excess materials (Overages).* **Contractor** may direct its employees to collect overages. **Contractor** must provide a notice to customer documenting the overage in order to assess an overage fee to the customer. **Contractor** shall document said overage with a photograph and send the customer a letter within five (5) Business Days notifying them of the overage collected upon customer request. The overage fee billed by **Contractor** to customer for overage events is specified in the rate schedule shown as **Attachment C**, as amended from time to time. **County** reserves the right to require the customer to subscribe to additional collection service.

I. *Care of private property.* **Contractor** shall not damage private property. **Contractor** not responsible to damage to private roads when access is requested by customer and **Contractor** has received a written waiver. **Contractor** shall ensure that its employees:

1. Close all gates opened in making collections, unless otherwise directed by the customer,
2. Do not cross landscaped areas, and
3. Do not climb or jump over hedges and fences.

County shall refer complaints about damage to private property to **Contractor**. **Contractor** shall repair, to its previous condition, all damage to private or public property caused by its employees. **Contractor** shall endeavor to resolve all claims regarding damage to private property as soon as reasonably practicable following receipt thereof, made by owners or occupants of property served by **Contractor**, for damages to property including containers. In the event such damage shall have been caused by the negligence or intentional acts of **Contractor**, its officers, agents, or employees, **Contractor** shall promptly repair or replace such damaged property. The provisions of this Section shall not be deemed a limitation upon any other provisions of this Agreement, or any rights or remedies which may accrue to **County** by reason of **Contractor's** acts or omissions to act hereunder. **Contractor** is required to use its best efforts to repair damage and/or resolve claims regarding damage to property within a reasonable time after of receipt of the complaint.

J. *Litter abatement.*

1. ***Minimization of spills.*** If any solid waste and/or Targeted Recyclable Materials are spilled or scattered during collection or transportation

operations, **Contractor** shall immediately, at the time of occurrence, clean up all spilled and scattered materials. **Contractor** shall use due care to prevent vehicle oil, vehicle fuel, or other liquids from being spilled during collection or transportation operations including maintenance of the collection vehicles to minimize and correct any leaks. Equipment oil, hydraulic fluids, spilled paint or any other liquid or debris resulting from **Contractor's** collection operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, **Contractor** shall apply a suitable cleaning agent to the street surface to provide adequate cleaning, and shall use its best efforts to notify the administrator and applicable hazardous materials management agencies within a reasonable time frame of such a spill or leak of a reportable quantity of material. **Contractor** shall meet or exceed National Pollutant Discharge Elimination System (NPDES) permit requirements for hazardous materials handling, cleanup and reporting.

2. **Clean-up.** During collection operations, **Contractor** shall clean-up litter in the immediate vicinity of any container storage area (Including the areas where containers are delivered for collection) if **Contractor's** actions are the cause of the litter. Each collection vehicle shall be equipped with protective gloves, a broom, and shovel at all times for cleaning up litter. Absorbent material shall be carried on each collection vehicle at all times and used by **Contractor** for cleaning up liquid spills. If **Contractor** has attempted to have a customer stop creating spillage but is unsuccessful, **County** will attempt to rectify such situation with the customer.
 3. **Covering of loads.** **Contractor** shall cover all open drop boxes with an industry-approved cover at the collection location before transporting materials to the Designated Transfer Facility.
 4. **Transferring loads.** **Contractor** shall not transfer loads from one vehicle to another on any public street unless it is necessary to do so because of mechanical failure, emergency (e.g. combustion of material in the vehicle) accidental damage to a vehicle, or unless approved by **County**,
- K. **Noise.** All collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, and **County** noise level regulations. **Contractor** shall promptly resolve any complaints of noise to the satisfaction of **County**.
- L. **Route books and route maps.** For each collection route, **Contractor** shall maintain a route book and route map, either hard copy or computerized, that documents each customer on the route, their service address, service level, and the order in which customers shall be serviced (e.g., the order in which routes shall be driven). **Contractor** shall distribute new route books and route maps to its collection vehicle drivers as frequently as necessary; and each driver shall note differences in the service levels shown in the route book, adding and subtracting customers and service levels, as necessary. Route supervisors shall periodically check the routes to ensure that drivers are providing service in accordance with their route books. **Contractor** shall provide **County** with route books and maps within ten (10) Business Days of request. Route books and maps shall be

considered to be **Contractor's** proprietary information and shall not be distributed or used in any process that results in the award of a franchise agreement.

9.3 VEHICLES

- A. General. Contractor** shall provide a fleet of collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms. **Contractor** shall have available sufficient back-up vehicles for each type of collection vehicle used (e.g., side loader, front loader, and roll-off vehicles) to respond to mechanical breakdowns, complaints, and emergencies. As of the Effective Date, all residential and commercial collection vehicles shall be in mechanically sound condition; and other vehicles such as roll-off trucks, support vehicles, and spare vehicles shall also be in mechanically sound condition. Collection vehicles whose acquisition cost is included in the calculation of the rates may be used only in its service area; provided, however, that an allocable share of such costs for vehicles used in other jurisdictions as well as the service area shall be included in the rates.
- B. General vehicle specifications**
1. All vehicles used by **Contractor** in providing solid waste, C&D and/or targeted recyclable material services shall be registered with the California Department of Motor Vehicles.
 2. All collection vehicles shall have leak-proof bodies designed to prevent leakage, spillage and/or overflow and shall be designed so that collected materials are not visible.
 3. All vehicles shall comply with California Environmental Protection Agency (Cal/EPA) noise emission regulations and California Air Resources Board air quality regulations and other applicable pollution control regulations.
 4. All collection vehicles shall be capable of unloading materials in the Designated Transfer Facility buildings taking clearance heights into consideration.
 5. All collection vehicles shall be equipped with a broom, shovel, absorbent materials, and other approved cleanup devices and materials for emergencies, or any spillage or leaks that may occur.
- C. Vehicle identification. Contractor's** name, local telephone number, and a unique vehicle identification number designated by **Contractor** for each vehicle shall be prominently displayed on the vehicles, in letters and numbers with a maximum five (5) digit sequence, that are no less than two and one-half (2.5) inches in height.
- D. Inventory. Contractor** shall furnish **County** a written inventory of all vehicles used in providing service, and shall update the inventory annually. The inventory shall list all vehicles by manufacturer, identification number, date of acquisition, type, capacity, decibel rating, tare weight, legal load weight and legal payload weight.

E. Cleaning and maintenance.

1. **General.** Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.
2. **Cleaning.** Vehicles used in the collection of solid waste or Targeted Recyclable Materials shall be thoroughly washed, and thoroughly steam cleaned periodically so as to present a clean appearance. County may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to County staff for inspection, at any frequency it requests.
3. **Maintenance.** Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule or in accordance with California Highway Patrol standards, whichever are more stringent. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to County upon request. Hydraulic oil, engine oil, and other spills from collection vehicles in the Service area are a concern to County. Contractor shall include as part of maintenance activities a process for tracking the number and nature of automotive spills (type of fluid, amount lost, failure point) and diagnosing the cause of those spills. Based on the results of the process, Contractor shall implement appropriate corrective actions to address issues that are contributing factors to vehicle spills (e.g., revise specifications for specific part failures, revise preventative maintenance schedule to address timing of failures), so that each occurrence is controlled and minimized. Contractor shall include an accounting of all fluid spills that require the use of a spill kit to clean up, including truck number, location, quantity and other relevant information in their quarterly reports to County.
4. **Repair.** Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown, hydraulic oil or engine oil leaks, or any other cause so as to maintain all equipment in a safe and operable condition. If an item of repair is covered by a warranty, Contractor shall obtain warranty performance. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
5. **Storage.** Contractor shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with all applicable zoning regulations.

F. Operation.

1. **General.** Vehicles shall be operated in compliance with federal, State and local laws and regulations including the California Vehicle Code, the

regulations of the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the *California Code of Regulations Title 3 Section 2700 et seq.* and all applicable safety and local ordinances. Upon request of the **County**, **Contractor** shall provide **County** with documentation of such compliance for each vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year that the control technology was applied or is planned to be applied.

2. **Vehicle Weights.** **Contractor** shall not intentionally load vehicles in excess of the manufacturer's recommendations or limitations imposed by federal, State, or local weight restrictions on vehicles or roads. **Contractor** shall implement policies and procedures to track the weight of vehicles to assure that they comply with this requirement, and provide a copy of these policies and procedures to **County** prior to the Effective Date of this agreement, along with a list of vehicles, legal tare weight, legal gross weight and legal payload weight for each of those vehicles.

In the event that a vehicle is overweight, **Contractor** shall take all appropriate corrective actions to correct cause of the overweight vehicle, including making adjustments to routes to eliminate ongoing over-weights associated with individual routes. **Contractor** shall maintain a list of all loads that exceed the manufacturer's recommendations or limitations imposed by federal, State or local weight restrictions on vehicles or roads and the total gross weight, legal gross weight, and amount overweight of each of those loads that shall be made available to the **County** upon request.

3. **Noise.** **Contractor** equipment used for solid waste, C&D and/or Targeted Recyclable Materials services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at *40 CFR Part 205* and other applicable noise control regulations.
4. **Vehicle Tare Weights.** Annually, **Contractor** shall have each collection vehicle weighed to determine the unloaded weight ("tare weight") of the vehicle. Upon a major repair that could affect the collection vehicle tare weight, **Contractor** shall have the collection vehicle reweighed to establish a new tare weight.
5. **Vehicle Backing.** Collector shall use all reasonable means to minimize or avoid backing of collection vehicles.

9.4 CONTAINERS

- A. **General.** **Contractor** shall provide all carts and bins, as appropriate, to all customers as part of its obligations under this Agreement. **Contractor**-provided containers shall be designed and constructed to be watertight to prevent the leakage of liquids. All carts shall be manufactured by injection or rotational molding methods; and contain post-consumer content. Carts provided to customers shall be maintained by **Contractor** in a safe condition. All containers shall meet applicable federal, State, and local regulations for bin safety; shall be covered with attached lids; and shall

have the capability to be locked if required or requested by customer. All containers shall be maintained in a safe, serviceable, and functional condition.

B. Container Specifications

1. **Sizes.** The container sizes to be provided to single-family, multi-family and commercial customers shall be as specified below:
 - a. Carts shall be provided per customer's request, and shall be available in three (3) approximate sizes:
 - i. Thirty-two (32) gallon.
 - ii. Sixty-four (64) gallon.
 - iii. Ninety-six (96) gallon.
 - b. Bins shall be available per customer's request, and shall be available in five (5) sizes:
 - i. One (1) cubic yard (CY) (only for existing one-yard accounts who are grandfathered in, not otherwise available)
 - ii. Two (2) CY.
 - iii. Three (3) CY.
 - iv. Four (4) CY.
 - v. Six (6) CY
 - c. Roll-off boxes shall be provided per customer's request, and shall be available in four (4) sizes and configurations:
 - i. Ten (10) CY without lid (concrete and dirt only).
 - ii. Twenty (20) CY without lid.
 - iii. Thirty (30) CY without lid.
 - iv. Forty (40) CY without lid.
2. **Color.** The colors of the containers provided to single-family, multi-family and commercial customers shall be a uniform color for solid waste and a contrasting uniform color for source separated recyclable materials, or if same color, as labeled. All new and replacement carts and containers as of the Effective Date of this Agreement shall conform to all SB 1383 color requirements. Costs resulting from compliance with this Section shall be provided for and recoverable in the rates.
3. **Loading.** Allowable loading requirements for the bin and drop box contents shall be based on the manufacturer's load limits.

4. **Labels.** Containers used for Targeted Recyclable Materials shall be labelled "Recyclables Only" or "Recycle Only" or a phrase with that meaning. All new and replacement carts and containers as of the Effective Date of this Agreement shall conform to all SB 1383 labeling requirements. Costs resulting from compliance with this Section shall be provided for and recoverable in the rates.

C. *Cleaning and painting.*

1. **Cleaning.** Customers shall be responsible for maintaining carts in a sanitary condition. **Contractor** shall clean or replace bins as requested by customers. **Contractor** will do so at no cost to the customer once per Calendar Year; Customer shall be charged an additional fee as presented in the rate schedule shown as **Attachment C**, as amended from time to time for additional cleanings or replacements, not to exceed one annually.
2. **Painting.** **Contractor** shall determine whether the exterior of a bin is in a condition such that it requires repainting or replacement. **Contractor** shall repaint or replace such bin no more than once in a five (5) year period at no cost to the customer. Customer shall be charged an additional fee as presented in the rate schedule shown as **Attachment C**, as amended from time to time, for additional requested paintings or replacements. Any required painting of containers after the Effective Date of this Agreement shall conform to all SB 1383 requirements, with costs recoverable through the rates.

- D. *Repair and replacement.*** **Contractor** shall repair or replace all containers damaged by collection operations (e.g., vehicle apparatus interface) within five (5) Business Days of being notified by customer or observing the damaged container. If the repair or replacement cannot be completed within five (5) Business Days, **Contractor** shall notify customer and provide a **Contractor**-owned container of the same size or larger until the original container can be replaced. The cost to repair or replace containers damaged or destroyed by **Contractor** or made unserviceable through normal wear and tear (except customer-owned containers) shall be borne by **Contractor**. **Contractor** shall not be responsible for the cost of repairing or replacing **Contractor**-owned containers that are lost, damaged or destroyed through customer's negligence. In such case, **Contractor** shall be entitled to bill customers for the cost of a replacement **Contractor**- owned container and its delivery as presented in the rate schedule shown as **Attachment C**, as amended from time to time. **Contractor** shall not be responsible for the replacement of customer-owned containers that require repair or replacement due to normal wear and tear or that are lost, damaged or destroyed through customer negligence. **Contractor** shall allow customer to exchange **Contractor**-owned containers for a **Contractor**-owned container of a different size once per Calendar Year at a fee presented in the rate schedule shown as **Attachment C**, as amended from time to time. **Contractor** shall exchange **Contractor**-owned containers within five (5) Business Days of customer request. The collection rate for the exchanged container shall be as presented in the rate schedule shown as **Attachment C**, as amended from time to time. **Contractor** shall allow customers to rent additional **Contractor**-owned carts and shall be entitled to bill customers based upon the number of containers set out for collection.

- E. **Protection from Wildlife.** Customer shall take all reasonable precautions to protect container from damage or intrusion by wildlife, i.e. scavenging birds and bears. Containers shall not be set out in such a fashion (i.e. missing covers or open covers) or so far in advance of collection as to invite scavenging by wildlife. If damage to containers occurs due to customer negligence in this respect, **Contractor** shall be entitled to bill customers for the cost of a replacement container and its delivery as presented in the rate schedule shown as **Attachment C**, as amended from time to time. **Contractor** shall make bear-resistant containers available to customers in accordance the rate schedule shown as **Attachment C**, as amended from time to time.

9.5 PERSONNEL

- A. **General.** **Contractor** shall furnish such qualified drivers, mechanical, supervisory, customer service, clerical and other personnel as may be necessary to provide the services required by this Agreement in a safe, thorough, professional and efficient manner and shall provide, at a minimum, the number and type of personnel necessary for same. All personnel furnished by **Contractor** shall be subject to the "Relationship of Parties" provisions of Section 16.1.
- B. **Provision of field supervision.** **Contractor** shall designate qualified employees as supervisors of field operations. The field supervisor shall be responsible for supervising, managing, and monitoring collection operations for reliability, quality, efficiency, safety, and for responding to complaints.
- C. **Driver qualifications.** All drivers shall be trained and qualified in the operation of collection vehicles, and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles. **Contractor** shall use the Class II California Department of Motor Vehicles employer "Pull Notice Program" to monitor its drivers for safety.
- D. **Customer service representative training.** Customer service representatives shall be trained on specific **County** service requirements. A **County** information sheet shall be provided to each customer service representative for easy reference of **County** requirements and general customer needs.
- E. **Safety training.** **Contractor** shall provide suitable operational and safety training for all of its employees who operate collection vehicles or equipment or who are otherwise directly involved in such collection. **Contractor** shall train its employees involved in collection to identify, and not to collect, hazardous waste or infectious waste. Upon **County's** request, **Contractor** shall provide a copy of its safety policy and safety training program, the name of its safety officer, and the frequency of its trainings.
- F. **No gratuities.** **Contractor** shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for collection services or to accept gratuities or compensation in exchange for additional collection services.
- G. **Employee conduct and courtesy.** **Contractor** shall employ only competent and qualified personnel who serve the public in a courteous, helpful, and impartial

manner. **Contractor** shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. **Contractor** shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection employees to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Agreement, **Contractor** shall take all appropriate corrective measures. **County** may require **Contractor** to reassign an employee if the employee has conducted himself or herself inconsistently with the terms of this Agreement.

- H. **Drug Free Workplace.** **Contractor** shall adopt policies and procedures consistent with State and federal law that ensure a sober and drug-free workplace. This includes strictly prohibiting unlawful manufacture, distribution, possession, or use of any controlled substance in the workplace, regardless of whether the employee is on duty at the time. Further, the policies and procedures shall prohibit an employee from operating either **County**-owned or **Contractor**-owned equipment and vehicles (whether on or off duty) while under the influence of alcohol or drugs. The purpose of these policies and procedures is to ensure workplace safety, productivity, efficiency, and the quality of **Contractor's** service to customers. **Contractor** shall participate in all routine and/or required random drug and alcohol testing programs.
- G. **Uniforms.** While performing services under this Agreement, all **Contractor's** employees performing field service shall be dressed in clean uniforms and shall wear visible identification that include the employee's name and/or employee number, and **Contractor's** name. Uniform type, style, colors, and any modifications may be subject to approval by **County**.

9.6 HAZARDOUS WASTE INSPECTION AND HANDLING

- A. **Inspection program and training.** **Contractor** is required to visually check solid waste containers, C&D and/or Targeted Recyclable Materials and other materials put out for collection as is practical during the course of collection operations, and may reject solid waste, C&D and/or Targeted Recyclable Materials and other materials observed to be contaminated with hazardous waste and not collect hazardous waste put out with solid waste, C&D and/or Targeted Recyclable Materials. **Contractor** shall develop a load inspection program that includes the following components:
 - 1. Personnel and training
 - 2. Load checking activities
 - 3. Management of wastes
 - 4. Record keeping and emergency procedures

Contractor's load checking personnel, including its collection vehicle drivers, shall be trained in:

- 1. The effects of hazardous substances on human health and the environment
- 2. Identification of prohibited materials

3. Emergency notification and response procedures. Collection vehicle drivers shall visually check containers before collection when practical.
- B. *Response to Hazardous Waste identified during Collection.*** Under no circumstances shall **Contractor's** employees knowingly collect hazardous waste or remove unsafe or poorly containerized hazardous waste from a collection container. If **Contractor** determines that material placed in any container for collection is hazardous waste or other material that may not legally be accepted or safely processed at the Designated Transfer Facility or presents a hazard to **Contractor's** employees, or those at the Designated Transfer Facility, the **Contractor** shall have the right to refuse to accept such material. The customer shall be contacted by **Contractor** and requested to arrange proper disposal. If the customer cannot be reached immediately, **Contractor** shall, before leaving the premises, leave a non-collection notice, which indicates the reason for refusing to collect the material and lists the phone number for the Amador County Household Hazardous Waste Facility, or other resources as directed by **County**. The Department of Environmental Health shall be notified to handle the issue with the customer. The **Contractor's** environmental technician shall be required to guide the customer to safely containerizing the hazardous waste and shall explain the customer's options for proper disposition of such material. In the event that **Contractor** inadvertently collects hazardous waste during collection services, and the customer or generator of such hazardous waste can be identified, the customer shall be held financially responsible for the handling and disposal of such hazardous waste. **Contractor** may seek reimbursement from the customer for any and all of **Contractor's** expenses incurred in their handling and disposal of such hazardous waste. If hazardous waste is found in a collection container or collection area that could possibly result in imminent danger to people or property, **Contractor** shall immediately telephone the nine-one-one (911) emergency telephone number. **Contractor** shall notify **County** of any hazardous waste identified in containers or left at any premises within twenty-four (24) hours of identification of such material.
- C. *Response to Hazardous Waste identified at Designated Transfer Facility.*** **Contractor** shall not knowingly deliver unpermitted material to the Designated Transfer, Processing or Disposal Facility. In the event that unpermitted material is delivered to the Designated Transfer, Processing or Disposal Facility, **Contractor** shall be entitled to pursue whatever remedies, if any, it may have against the customer or person(s) bringing such unpermitted material to the Designated Transfer Facility provided that in no case shall **County** be considered the person bringing such unpermitted material to the Designated Transfer Facility. If the unpermitted materials are delivered to the Designated Transfer Facility by **Contractor** and unloaded at the facility before their presence is detected, and the customer cannot be identified or fails to remove the material after being requested to do so, **Contractor** shall arrange for and/or pay for its proper disposal. **Contractor** shall make reasonable efforts to identify and notify the customer. **Contractor** shall make a good faith effort to recover the cost of any transportation and disposal from the customer, and the cost of this effort, as well as the cost of disposal shall be chargeable to the customer, if appropriate documentation, as deemed necessary by the **County**, is provided to **County** within five (5) Business Days of the occurrence.
- D. *Reporting, regulations, and record keeping.*** **Contractor** shall comply with

emergency notification procedures required by applicable laws and regulatory requirements. **Contractor** shall notify all appropriate agencies, including the California Department of Toxic Substances Control, local emergency response providers and the National Response Center of reportable quantities of hazardous waste found or observed in solid waste, Targeted Recyclable Materials, electronic waste, universal waste, and Construction and Demolition Debris (C&D) anywhere within its service area. All records required by regulations shall be maintained at **Contractor's** facility. These records shall include: waste manifests, waste inventories, waste characterization records, inspection records, incident reports, and training records. **Contractor** shall maintain records showing the types and quantities, if any, of hazardous waste found in solid waste, C&D and/or Targeted Recyclable Materials which were inadvertently collected from customers within its service area, but diverted from landfilling.

9.7 COMMUNICATION AND COOPERATION WITH COUNTY

Communications. **Contractor's** Representative shall have e-mail capabilities to enable **County** and **Contractor's** Representative to communicate via email. **Contractor's** Representative shall respond to **County** email correspondence within twenty-four (24) hours.

- A. **Monthly meetings.** Upon request from administrator, **Contractor** shall meet with **County** to discuss operations issues of each active diversion program, quality and reliability of collection services, and compliance with the terms of the Agreement. At each monthly meeting, **County** and **Contractor** shall have the opportunity to present and discuss proposed changes in service such as changing program requirements or modifying collection methods.
- B. **Inspection by County.** **County** shall have the right, but not the obligation, to observe and inspect all of **Contractor's** operations under this Agreement. In connection therewith, **County** shall have the right to enter facilities used by **Contractor** during operating hours, speak to any of **Contractor's** employees and receive cooperation from such employees in response to inquiries. In addition, upon reasonable notice and without interference with **Contractor's** operations, **County** may review and copy any of **Contractor's** operational and business records related to this Agreement. If **County** so requests, **Contractor** shall make specified personnel available to accompany **County** employees on inspections and shall provide electronic copies of records stored in electronic media.

9.8 BUY-RECYCLED POLICY

Contractor shall comply with the purchasing requirements described in this Section, and shall document its on-going compliance with these requirements upon **County** request.

- A. **Supplies.** **Contractor** shall use reasonable business effort to purchase office supplies and all paper products with 100% post-consumer recycled content or as high a percentage of post-consumer content that is reasonably available.
- B. **Recycled paper.** Insofar as is possible, **Contractor** shall use recycled paper for all correspondence with customers and **County**, including invoices, bills, reports, and public education materials. **Contractor** shall state on all materials prepared with post-consumer recycled content the following: "*Printed on Recycled Paper.*"
- C. **Re-refined motor oil.** **Contractor** shall be encouraged but not required to use re-refined motor oil for its collection vehicles.

- D. **Recycled plastic.** **Contractor** shall purchase carts that contain the maximum post-consumer content available. All carts shall be 100% recyclable.

9.9 ANNUAL PERFORMANCE HEARING

- A. **Objectives.** **County** may hold a public performance hearing once each Calendar Year in a location suitable for a public meeting within **Contractor's** Service Area, at which time **Contractor** shall be present and shall participate by making a presentation and responding to questions. **County** shall convene the hearing to address the positive and negative aspects of **Contractor's** overall performance. The purpose of the hearing may also involve discussion and review of technological, economic, and regulatory changes in collection, waste reduction, recycling, processing, and disposal practices that can improve quality of service; increase waste reduction and diversion; and ensure services are being provided effectively and economically. Topics for discussion and review at the performance hearing shall include, but not be limited to: **Contractor's** accomplishments and compliance with various provisions of the Agreement, services provided, feasibility of providing new services, application of new technologies, customer complaints, possible amendments to this Agreement, developments in the applicable laws and regulations, new initiatives for meeting or exceeding waste reduction and recycling goals, regulatory constraints, and **Contractor** performance. **County** and **Contractor** may each select additional topics for discussion at the performance hearing.
- B. **Process.** Within sixty (60) days of notification provided by **County** to **Contractor** of its intent to conduct a performance hearing, **County** will submit questions to **Contractor** pertaining to **Contractor's** performance and **Contractor** shall submit its written response within thirty (30) days. **Contractor** shall meet to discuss the questions and **Contractor's** response prior to submittal by **Contractor**, **County** and **Contractor** may request from one another information or documents related to the scheduled public hearing and **Contractor** shall provide such information promptly. In addition to **Contractor's** responses to the questions submitted by **County**, **Contractor** shall submit their annual operational report, including the following:
1. **Recommended changes or new services.** Changes and/or new services may be recommended to improve **County's** ability to meet and/or exceed **County's** waste reduction and recycling goals and those of the *Act*.
 2. **Complaint records.** The reports required by this Agreement regarding complaints shall be used as one basis for review. **Contractor** may submit other relevant performance information and reports for consideration. **County** may request **Contractor** to submit specific information for the hearing. In addition, any person may submit comments or complaints during or before the hearing, either orally or in writing, and these shall be considered.
 3. **Action plan.** **Contractor** shall prepare and submit an action plan for improving and/or modifying its collection services and other services if requested. Not less than ten (10) Business Days prior to the scheduled hearing date, **County** and **Contractor** shall exchange any written reports

and other documents that will be provided or presented at the hearing. Not less than five (5) Business Days before the scheduled hearing date, **County** and **Contractor** shall ensure their availability to discuss the content and underlying support for such reports. **County** and **Contractor** shall attend and participate in the performance hearing. **Contractor** may be required to present an oral report on its performance at the performance hearing. **Contractor's** failure to attend and participate in the performance hearing and provide an oral presentation upon request; provide a written response to the questions or request for a self-assessment report submitted by **County**; or submit an action plan if requested by **County** may be sufficient cause for **County** to seek remedies as described in Article 15. Within sixty (60) days after the conclusion of each performance hearing, **County** may issue a report. As a result of the review, **County** may require **Contractor** to provide expanded or new services within a reasonable time frame and for reasonable compensation; and **County** may direct **Contractor** to take corrective actions for any performance inadequacies.

9.10 PERIODIC PERFORMANCE REVIEWS

The **County** shall have the right to conduct performance reviews ("reviews") of **Contractor's** performance during the Term of the Agreement not to exceed once per year. The reviews will be performed by a qualified firm under contract to **County**. **Contractor** shall pay for the cost of each review not to exceed \$25,000 for each review, and shall be allowed to recover that cost through the rates. The **County** will have the right to determine the scope of any such reviews, which may include but are not limited to determining if the **Contractor** is: operating safely and effectively and complying with all contractual requirements; correctly billing accounts; and correctly paying franchise fees and other fees required under this Agreement. **Contractor** shall fully cooperate with any performance reviews.

ARTICLE 10

RECORD KEEPING AND REPORTING

10.1 GENERAL

A. Need for Records.

1. **Contractor** shall compile and maintain operational and financial records related to its performance as necessary to develop the reports required by this Agreement, to conduct its operations, to support requests it may make to **County** for rate adjustments, to support requests it may make to **County** for any major changes to operations or anticipated future changes to operations, to support the need for anticipated major expenses likely to be incurred in the future, to help meet the reporting and solid waste program management needs of **County** and to respond to requests from **County**.
2. Record keeping and reporting requirements specified in this Agreement shall not be considered a comprehensive list of reporting requirements. In particular, Article 10 is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports. **Contractor** shall maintain all records necessary to allow **County** to determine **Contractor's** compliance with the terms of the Agreement and compliance with the performance standards presented in this Agreement, including those related to the quality of collection services and customer service. The records shall be maintained in a manner that allows for easy verification of **Contractor's** performance.
3. Comprehensive Environmental Response, Compensation and Liability Act of 1982 (CERCLA) defense records. **County** views the ability to defend against CERCLA and related litigation as a matter of great importance. For this reason, **County** regards the ability to prove where solid waste collected in **County** area was taken for transfer or disposal, to be matters of concern. **Contractor** shall maintain data retention and preservation systems which can establish where solid waste collected in the service area was delivered for transfer or disposal. This provision shall survive the expiration of this Agreement.
4. Upon written direction or approval of **County**, the records and reports required by **Contractor** in accordance with this and other articles of the Agreement shall be adjusted in number, format, or frequency.

- #### **B. Inspection of records.**
- County** shall have the right to inspect or review at **Contractor's** office, and with a minimum notice of 48 hours beforehand, the payroll tax reports, specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of **Contractor** that **County** shall deem reasonably necessary to evaluate annual reports, rate

adjustment Applications provided for in this Agreement, and **Contractor's** performance or other matters related to this Agreement. **County**, its auditors and other agents selected by **County**, shall have the right, during regular business hours, to conduct on-site inspections and review of the records and accounting systems of **Contractor** and to make copies of any of **Contractor's** documents relevant to this Agreement, with the exception that **County** or its representatives make not make copies of **Contractor's** proprietary information. Upon request, **Contractor** shall arrange for records of Related Party Entities to be made available to **County** and its official representatives for review, to the extent such records are reasonably necessary to evaluate annual reports, **Contractor's** performance, or other matters related to this Agreement; provided, however, that no copies of Related Parties Entities' records may be made by **County** or its representatives.

- C. **Retention of records.** Unless otherwise herein required, **Contractor** shall retain all records and data required to be maintained by this Agreement for the Term plus at least five (5) years after expiration or early termination of the Agreement. Records and data shall be in a chronological and organized form and readily and easily interpreted. At **County's** request, records and data required to be retained shall be retrieved in a timely manner (which shall not exceed more than twenty (20) Business Days unless **Contractor** obtains prior written approval from **County**) by **Contractor** and made available to **County**. **Contractor** shall maintain copies of all billings and billing collections (e.g., customer payments) records or copies of billing summary reports (that document all billings and billing collections for each customer) for five (5) years, following the date of billings, for inspection and verification by **County**. Records and data required to be maintained that are not specifically directed to be retained that are material to the determination of the rates or to determination of **Contractor's** performance shall be retrieved by **Contractor** and made available to **County** in a timely manner (which shall not exceed twenty (20) Business Days unless **Contractor** obtains prior written approval from **County**). When records and data are not retained or provided by the **Contractor**, **County** may make reasonable assumptions regarding what information is contained in such records and data, and such assumption(s) shall be conclusive in whatever action **County** takes. **Contractor** may, at their option, choose to provide **County** with all records and data related to this Agreement at any time during the five (5) year period following its termination in lieu of retaining such records.
- D. **Record security.** **Contractor** shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as fire, theft, and earthquakes. Electronically-maintained data and/or records shall be protected, backed up, and stored at a separate site from the original data.

10.2 RECORD KEEPING.

- A. **Accounting Records.** **Contractor** shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services provided under this Agreement, prepared on an accrual basis in accordance with generally accepted accounting principles. Such records shall be subject to audit and inspection. Gross Revenues derived from provision of the Collection Services shall be recorded in the accounts of **Contractor**. These records shall be separate from other records maintained by **Contractor** for the provision of other services outside the scope of this Agreement as may be provided by **Contractor**.

- B. **Contractor Payments to County.** Contractor shall maintain records of all franchise fee payments as listed in Article 11, and any other payments made to the **County**.
- C. **Tonnage Records.** Contractor shall maintain records of the quantities of (i) Garbage, Recyclable Material, and Organic Waste collected, processed, composted, and disposed under the terms of this Agreement, and (ii) Recyclable Materials and Organic Waste, by material type, purchased, sold, donated or given for no compensation, and residue disposed.
- D. **Records.** Contractor shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article or elsewhere in the Agreement.

10.3 REPORTING REQUIREMENTS. Quarterly reports shall be submitted to the Director no later than ninety (90) calendar days after the end of the reporting quarter on April 1st, July 1st, October 1st, and January 1st, and annual reports shall be submitted to the **County** Representative no later than ninety (90) calendar days after the end of each preceding Calendar Year (January through December). If the due date falls on a Saturday, the report shall be due on the preceding Friday, and if the due date falls on a Sunday, the report will be due the following Monday. Quarterly and annual reports shall be submitted in hard copy, and shall be provided electronically via e-mail. Reports shall be submitted in a format mutually agreed upon between **County** and **Contractor**.

10.4 QUARTERLY REPORTS. Quarterly reports to **County** shall include the following information in the order listed. If not information applies that should be noted next to each required item:

- A. **Tonnage Data.** Contractor shall provide a monthly individual accounting of solid waste, recyclable material, Green Waste, and other tonnages, separately for residential, commercial and roll-off services, within the franchise area. All tonnage data should be compared to the corresponding tonnage data from the prior year comparable period.
- B. **Diversion Rate.** Contractor shall calculate its quarterly Franchised Diversion Rate based on the above reported tonnage data. The calculated Franchised Diversion Rate shall include adjustments for estimated recyclable material and Green Waste contamination and residue that is not recycled and is landfilled, along with the basis for those estimates (e.g., facility waste composition study of **Contractor** loads).
- C. **Public Education and Information Activities.** Contractor shall report on all public education and information activities undertaken during the period, including distribution of bill inserts, collection notification tags, community information and events, school visits, tours and other activities related to the provision of Collection Services. Contractor shall also provide an accounting of the status of the implementation of the **Contractor's** Public Education Plan for the current year, including the date of completion of proposed activities.
- D. **AB 341 and 1826 Compliance Data.** Contractor shall provide any AB 341 and AB 1826 reporting that the **County** may require.
- H. **Operational Problems and Actions Taken.** Indicate instances of property damage or injury (other than property damage or injury to Contractor's property or personnel), significant changes and/or challenges in operations, and market factors. This Section of the report shall also include an accounting of the following:
 - o **Fluid spills** - Date, location, truck number, estimated volume of spill and any other relevant information.

- **Complaint/Compliment Log** (Section 8.2.B).
- I. **Summary of Historical and Proposed Activities.** Contractor shall provide a narrative of activities undertaken during the quarter and those planned or proposed for the upcoming quarter.
- J. **Summary of Contractor Payments to County.** Contractor shall report all payments made to County as specified in Section 4.04, and Contractor's Gross Revenues delineated by SFD, MFD, Commercial, and County Collection Service for the reporting period.

10.5 ANNUAL REPORT. The annual report submitted to County shall include all quarterly reports and information in Section 10.4 summarized by quarter and totaled for the Calendar Year. For all annual reports beginning with the report for Calendar Year 2020, Contractor shall also include a historical comparison of the last Calendar Year and the average of all Calendar Years. Annual reports to County shall also include:

- A. **Financial Statement - Contractor** prepared financial statement for the prior Fiscal Year (Calendar Year)
- B. **Experience Modification Factor** - provide a copy of the Contractor's annual experience modification factor and all historical factors.
- C. **Gross Revenues and Franchise Fees.**
 - 1 A summary of the prior Calendar Year's Gross Revenues broken down by SFD, MFD and Commercial Service Units.
 - 2 A summary of the prior Calendar Year's franchise fees paid.
- D. **Account Data.** The number of SFD, MFD, and commercial accounts by service level (e.g., cart size, container size and collection frequency).
- E. **Equipment Inventory.** Updated complete inventory of collection and major processing equipment including stationary, rolling stock and collection containers by type and size.
- F. **Public Education Plan.** Updated Public Education Plan for the new Agreement Year, in accordance with the requirements of Section 8.3.
- G. **Container Cleanings, Replacements and Exchanges.** An accounting of the number of Carts, Bins and Debris Boxes that were cleaned, replaced or exchanged during the Calendar Year.
- H. **Public Education and Information Activities.** Public education and information activities undertaken during the Calendar Year, including distribution of newsletters, billing inserts, other notices, collection notification tags, community information and events, tours and other activities related to the provision of services.
- I. **Summary of Historical and Proposed Activities.** If any, Contractor shall provide a narrative of activities proposed to be adopted in the coming Calendar Year and those planned or proposed for discontinued in the upcoming Calendar Year. Contractor shall provide information describing why the new activity will be added. For those activities that are not being continued, Contractor shall describe the reason the activity has been discontinued.

10.6 REPORT FORMAT AND CONTENT AND ADDITIONAL REPORTING. Contractor shall furnish County with any additional reports or information as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period, including

but not limited to any required AB 939, AB 341, AB 1826, SB 1383 and AB 901 reporting. In addition, **Contractor** shall furnish to **County** information regarding **Contractor's** activities under this Agreement that is needed for **County** to prepare its reports to CalRecycle. **County** reserves the right to change the format and / or content of the Quarterly and Annual Reports, and any other required reports.

10.7 CALRECYCLE ANNUAL ELECTRONIC REPORT. **Contractor** shall be responsible for preparing and submitting the required Annual Electronic Report (EAR) to CalRecycle by the required due date.

ARTICLE 11

FRANCHISE FEE AND OTHER FEES

11.1 FRANCHISE FEE

In consideration of the exclusive franchise granted to **Contractor** by this Agreement, and to reimburse **County** for costs incurred in administering this Agreement, **Contractor** shall pay to **County** a franchise fee, based on a fixed percentage of Gross Receipts. The franchise fee shall be **2.00%** upon the Effective Date of this Agreement, but may be adjusted from time to time by the Board of Supervisors during the Term of this Agreement. Any adjustment to the franchise fee shall be timed to occur on or around July 1 of the Rate Year to coincide with the RRI adjustment, and shall be considered a pass-through adjustment, and as such shall be recoverable to **Contractor** through an adjustment to the rates.

11.2 TIME AND METHOD OF PAYMENT OF FRANCHISE FEE

On or before the forty-fifth (45th) day after the end of March, June, September and December, **Contractor** shall pay to **County** the amount of the franchise fees due on Gross Receipts during the immediate previous quarter. Payment for partial quarters shall be pro-rated beginning with the Effective Date and/or ending with the termination date of this Agreement. **Contractor** shall provide, concurrently with the payment of the franchise fee, a statement showing the calculation of each fee, including the Gross Receipts from customers. The statement shall be in a format, and contain the level of detail, specified by **County**. Payments from **Contractor** to **County** shall be made by method authorized by **County**. If the franchise fee is not paid on time, **Contractor** shall pay a late payment charge equal to six percent (6%) of the portion of the franchise fee due for that quarter. In addition, **Contractor** shall pay an additional six percent (6%) on any unpaid balance for each ninety (90) Day period the portion of the franchise fee due remains unpaid. The **Contractor** shall be provided with a grace period of five (5) business days after any payment is due before fines or interest are assessed. Such "late fee" shall not be recovered through the rates.

11.3 OTHER FEES AND FEE AMOUNTS

County reserves the right to charge other fees and /or change the amount of any fee upon approval of the Board of Supervisors. Rates shall be adjusted to account for the impact of any such other fees or changes in fee amounts, with those costs treated as Pass Through Costs.

ARTICLE 12 THE RATES

12.1 GENERAL

The setting of and adjustment to the rates provided for in this Article shall be the full, entire, and complete compensation due to **Contractor** for all labor, equipment, materials, and supplies, taxes, insurance, bonds, overhead, disposal, profit, and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed. **Contractor** will not look to **County** for payment of any sums under this Agreement. **Contractor** will perform the responsibilities and duties described in this Agreement in consideration of the right to charge and collect from customers for services rendered at rates fixed by **County** from time to time. Nothing in this Article is intended to imply that any action of **County** or **Contractor** with regard to adoption, adjustment, imposition or collection of rates is violative of any laws, regulations or provisions of the *California Constitution*.

12.2 POTENTIAL RATE CONSTRAINTS

- A.** The Parties recognize that, as of the date this Agreement is entered into, there is no authoritative judicial determination of whether Articles XIIC and D (Proposition 218) of the *California Constitution* apply to charges imposed by private enterprises for solid waste handling and recycling services when those charges are regulated by a local government, and where these services are not mandatory. Until such authoritative judicial guidance is available, **County** intends to provide notice of proposed rate increases, and an opportunity for public hearing and protest as required by Article 13D, except as specifically exempted under Article 13D. **County** will not be in default of this agreement if:
1. A successful majority protest under the provisions of Proposition 218 process prevents a proposed rate increase from being adopted, or
 2. A court of competent jurisdiction rules that rates adopted by **County** are not consistent with Article 13D.
- B.** The Parties further recognize that various rates and fees may be subject to the provisions of Article 13A of the California Constitution (Proposition 13) and its implementing legislature. The timeframe for any action concerning the adjustment of the rates by either Party shall be adjusted as necessary to comply with such requirements.
- C.** Proposition 218 Compliance. **County** shall be responsible for complying with all requirements of XIIC of the California Constitution and all requirements of Government Code Section 53750 et seq. (collectively, "Proposition 218"), to the extent compliance with Proposition 218 is required. **Contractor** shall cooperate with **County** in providing the records and documentation, including customer and mailing lists, necessary to provide all notices and information required to conduct majority protest proceedings under Proposition 218. In conducting such proceedings, **County** shall consult with **Contractor**, as necessary, and shall keep **Contractor** reasonably informed of the progress concerning each protest hearing **County** conducts. However, **County** shall at all times act independently of **Contractor** in administering majority protest proceedings and shall at all times exercise its own judgment in

ascertaining and applying the requirements of Proposition 218.

- D. Reimbursement for Expenses of Proposition 218 Compliance. Following the completion of any proceeding under Proposition 218, **Contractor** shall reimburse County, at a negotiated pay back schedule, for all reasonable expenses incurred in providing notices to affected ratepayers and conducting the majority protest proceeding required by that initiative. Such expenses shall include the reasonable costs that **County** administration, staff, and counsel incur in providing or administering the notices, hearing, and counting of protests required. Such expenses shall be recoverable in rates as a pass-through expense not subject to profit.
- E. Proposition 218 Indemnification. **Contractor's** shall indemnify the **County**, its officers, employees, agents and volunteers, (collectively, "Indemnitees") from and against all claims, damages, injuries, losses, costs, including demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest fines, charges, penalties and expenses (including attorneys' and expert witness fees, expenditures for investigation, and administration) and costs or losses of any kind whatsoever paid, imposed upon, endured or suffered by or assessed against **Contractor** or any of the Indemnitees resulting in any form from the **County** conducting of protest proceedings under Proposition 218 or in connection with the application of Proposition 218 to the imposition, payment or collection of rates and fees for services provided by **Contractor** under the Agreement.
- F. **Contractor's** obligation to indemnify **County** shall be limited to \$15,000 for any single, multiple, or consolidated action(s) or proceeding(s) challenging the approval of any specific increase in rates in accordance with this Article. All expenses beyond that amount for the action(s) or proceeding(s) shall be borne exclusively by the **County**.
- G. The **County** shall defend any such action(s) or proceeding(s) with counsel of its choosing. **Contractor's** obligation to indemnify the **County** shall not be affected should **Contractor** be named as a party in any such action(s) or proceeding(s) along with the **County** or Indemnitees. Nor shall **Contractor's** indemnification obligation be affected should **Contractor** seek to intervene, or intervene, in any action(s) or proceeding(s).
- H. Reductions in Service Following Majority Protest. Following a majority protest to any requested rate increase, the Parties shall promptly meet and confer to discuss the impact to **Contractor** on its ability to provide further services under the Agreement. As part of their efforts to meet and confer, the Parties shall discuss modifications to the services **Contractor** provides, or reductions in the levels of service it provides, that would allow **Contractor** to continue to receive a reasonable profit under the Agreement. Should the Parties agree on modifications and/or reductions in service, they shall enter into a separate amendment to the Agreement to memorialize the agreed upon terms. In no event, however, shall any modification in service or reduction in the service level be authorized in violation of any minimum performance standard governing the collection of solid wastes and recycled materials, including but not limited to any applicable provision of the Integrated Waste Management Act ("AB 939"), Titles 14 and 27 of the California Code of Regulations, and Chapter 7.24 of the Amador County Code

12.3 INITIAL RATES

The rates that are in place as of the Effective Date of this Agreement are the initial rates that will be used as the base rates for year one. The initial rates are shown in the rate schedule shown as **Attachment C**, as determined by the Amador County Board of Supervisors in Resolution No. 17-8228. Subsequent rate adjustments shall also be established by resolution of the Board of Supervisors, and shall appear as the rate schedule shown in **Attachment C**, as amended from time to time, replacing the prior rates.

12.4 REFUSE RATE INDEX - ADJUSTMENTS TO THE RATES

- A. Adjustments to the Rates Using the Refuse Rate Index (RRI).** Beginning on January 1, 2021 and annually thereafter, **Contractor** shall, subject to compliance with all provisions of this Article and the provisions of all pertinent legal requirements including, but not limited to Proposition 218, receive an annual adjustment in of the rates through the Refuse Rate Index process as set forth in **Attachment F** of this Agreement. Beginning on January 1, 2021, and annually thereafter during the Term of this Agreement, the rates then in effect shall be adjusted by the RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment in the rates, unless the negative RRI adjustment exceeds five percent (5.00%). Instead, the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year. Increases in landfill fees, Disposal costs and/or tipping fees shall be allowable automatic pass throughs in the rates charged by **Contractor** and may be instituted by **Contractor** within 30 days of written notice of increase by **Contractor** to **County**.
- B. 12-Month Annual Average.** The RRI adjustment shall be the sum of the weighted percentage change in the 12-month annual average of each RRI index number between the base year, which shall be the prior preceding Calendar Year ending December 31st and the preceding Calendar Year ending December 31st as contained in the most recent release of the source documents listed in **Attachment F**, ("Refuse Rate Index") which is attached to and included in this Agreement. Therefore, the first rate adjustment under this Section will be based on the percentage changes between the 12-month annual average of the RRI indices for the Calendar Year 2019 and the annual average of the RRI indices for the Calendar Year ending 2018. The RRI shall be calculated using the RRI methodology included in **Attachment F**.
- C. RRI Financial Information.** On or before June 15, 2020, and annually thereafter during the Term of this Agreement, **Contractor** shall deliver to **County Contractor** prepared financial information in conjunction with the RRI submission. Such financial information shall be in the format as set forth in **Attachment F**, and shall be allocated between curbside collection services and all other collection and disposal services, or as may be further revised by agreement of the Parties. If **Contractor** fails to submit the financial information in the required format by June 15th, it is agreed that **Contractor** shall be deemed to have waived the RRI adjustment for that year. **Contractor's** failure to provide the financial information by June 15th shall not preclude **County** from applying the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available if that Application would result in a negative RRI.
1. Annual adjustments shall be made only in units of one cent (\$0.01).

Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.

2. If **Contractor's** failure to submit the required financial information by May 1st is the result of extraordinary or unusual circumstances as demonstrated by **Contractor** to the satisfaction of **County, County** at its sole discretion, may extend its review period to consider the request for the annual RRI rate adjustment.
3. As of October 15, 2020, and annually thereafter during the Term of this Agreement, **County** shall notify **Contractor** of the RRI adjustment to the affected rates to take place on January 1st of the following year. The administrator reserves the right to change the notification and implementation dates of the RRI adjustment if necessary, due to unforeseen delays in completing the rate adjustment process.

12.5 COUNTY OR CONTRACTOR REQUESTED DETAILED RATE REVIEW

Notwithstanding the rate adjustment procedures described in Sections 12.2 and 12.4 above, **County** or **Contractor** may request a detailed rate review to be conducted following the procedures as set forth in **Attachment G** to this Agreement. However, a detailed rate review shall not be conducted more than once every three (3) Calendar Years. A request for a detailed rate review shall be made in writing at least four (4) months prior to the beginning of the Fiscal Year in which the results for the detailed rate review are to be applied. **Contractor** shall pay all reasonable costs for each detailed rate review whether incurred by **Contractor** or **County**, and the cost of such a detailed rate review shall be an allowable Pass-Through Cost.

12.6 COUNTY OR CONTRACTOR REQUESTED SPECIAL RATE REVIEW

Notwithstanding Sections 12.2, 12.4 and 12.5 above, either **Contractor** or **County** may request a special rate review to be conducted following the procedures as set forth in **Attachment H** to this Agreement, if costs of providing service hereunder result in an increase or decrease to the operating ratio by two percent (2%) or more for the then-current Rate Year related to the following eligible items and the **Contractor's** overall operating ratio increases or decreases by two percent (2%) or more accounting for overall operating expenses and revenues.

A. Eligible items.

1. Flood, fire, earthquake, or other similar catastrophic event affecting **County** which is beyond the control of and not the fault of **Contractor**, and that requires the provision of emergency services by **Contractor** per Section 8.5.
2. Change in applicable law or regulation occurring after the Effective Date.
3. Unforeseen changes in disposal or tipping fees, including the addition of, or change to a designated disposal site.
4. Migration of customers from services for which **Contractor** charges hereunder to services for which **Contractor** does not charge, or charges less, hereunder.
5. Changes in any allowable Pass-Through Costs as defined in **Attachment A**

to this Agreement.

6. Unforeseen hyperinflation of certain costs, including but not limited to insurance and/or fuel, outside the control of **Contractor**, that exceed 5% or more in any annual period.
- B. **Ineligible items.** A special rate review may not be initiated due to growth or decline in the number of customers..
 - C. **Review of costs.** **County** shall have the right to review any and all Agreement-related financial and operating records of **Contractor**. **County** will take into account the net overall impact of the eligible event on **Contractor's** costs and Gross Receipts, including reductions in cost resulting from curtailments in service levels or other factors.
 - D. **Submittal of request.** Either Party must submit its request for a special rate review in a form and manner specified by **County**, together with required cost and operational data. **County**, acting reasonably, will review the request and determine the amount owed, if any, to **Contractor** and the time period to be covered by special circumstances.
 - E. **Burden of justification.** In a special rate review under this Section, the Party requesting the special rate review shall bear the burden of justifying, by substantial evidence, its request for an adjustment in the rate. If **County**, acting reasonably, determines that **Contractor** has not met its burden, it shall notify **Contractor** that it is prepared to deny **Contractor's** request for an increase in the rates, or to proceed with a reduction in the rates. Within ten (10) days after such notice, **Contractor** may request a hearing before **County's** governing body to produce additional evidence. Upon such request, **County** shall provide a hearing before **County's** governing body.
 - F. **Board of Supervisors Hearing.** Based on evidence presented to it, including that submitted by **Contractor**, the Board may grant some, all, or none of the requested increase in, or may reduce, the rates. In the event the Board denies **Contractor's** requested increase in whole or in part, **Contractor** shall have the right to present its claim to a court of competent jurisdiction.
 - G. **Cost of Review.** The Party requesting the special rate review shall bear all reasonable costs incurred by the other Party, including labor and materials, of a special rate review which it has requested, up to a maximum of twenty-five thousand dollars (\$25,000). A request for a special rate review shall be made in writing at least four (4) months prior to the beginning of the Fiscal Year in which the results for the special rate review are to be applied. The costs of a Special Rate Review requested by the **County** will be included in the rates. The cost of a Special Rate Review requested by the **Contractor** will be included in the rates, provide the **County** approves a Special Rate Adjustment, in which case that cost shall be treated as a pass-through expense not subject to profit. If the **County** does not approve a Special Rate Adjustment the cost of the review shall be treated as a non-allowable cost for which there will be no compensation provided.

12.7 CHANGES IN SERVICES AND SERVICE LEVELS

Notwithstanding Sections 12.2, 12.4, 12.5 and 12.6 above, either **Contractor** or **County** may request consideration of an adjustment in the rates if **County** requests **Contractor** to cease performing one or more types of service described in Articles 5, or 6, requests **Contractor** to modify the scope of one or more such services, requests **Contractor** to perform additional solid waste, C&D and/or Targeted Recyclable Materials handling services, or requests **Contractor** to modify its performance under any other Section of this Agreement. The date of such rate modification shall coincide with the date of the service modification.

12.8 RATE-SETTING PROCESS

County shall be solely responsible for establishing and adjusting rates as described in this Article. Rates shall be adjusted only after joint discussions and agreement between **County** and **Contractor**, completion of the rate adjustment process described in Article 12, a review by the administrator and approval of the Board.

- A. **Annual review process.** The rates shall be reviewed annually by **County**, commencing with Rate Year one (2017) and continuing through the remaining Term Including any extension periods.
- B. **Rate structure.** **County**, through its Board of Supervisors, and after joint discussions and agreement between **County** and **Contractor**, the **County** shall have right to change the relationship of individual rates in comparison with other rates and to allocate total costs among service sectors and lines of business. If at any time **Contractor** believes that a rate not included in the **County**-approved rate resolution (Included herewith as **Attachment C**, as amended from time to time) would be necessary or useful, **Contractor** shall notify **County** and recommend establishment of such rate.

12.9 NOTICE OF RATE ADJUSTMENTS

If requested by **County**, **Contractor** shall provide **County** with a complete and current list of its customer addresses within ten (10) Business Days of the request. In addition, if requested by **County**, **Contractor** shall arrange for the mailing of notices of rate adjustment (to be prepared by **County**). The cost of mailing such notices shall be considered a normal cost in the annual financial reports.

ARTICLE 13

INTERRUPTION OF SERVICES

13.1 PURPOSE

The Parties recognize:

- A. That frequent and continuous collection of solid waste and/or Targeted Recyclable Materials is an essential public service and an important element of public health in Amador County, and
- B. That even a temporary interruption in the collection and transport services entrusted to **Contractor** may threaten the public health and safety, as well as cause serious financial harm to business operations in Amador County. The purpose of this Article is to provide **County** with the ability to respond to such threats to the public health, safety and welfare by either using its own personnel and equipment or authorizing another collection and transport contractor, either within Amador County or outside, to perform such collection and transport services only in the event that **Contractor** is unable to provide those services and only until such time as **Contractor** is able to resume services. This Article applies to any interruption of services, regardless of whether or not **Contractor's** failure to perform is excused under Article 15.

13.2 CONDITIONS AUTHORIZING COUNTY'S RIGHT TO COLLECT AND TRANSPORT

If **Contractor**, for any reason, fails, refuses or is unable to collect solid waste and/or Targeted Recyclable Materials at the times and in the manner required by this Agreement, and transport them to a solid waste or recycling facility, for more than five (5) Business Days, **County**, at its sole discretion, may invoke any of the provisions of Section 15.6.

13.3 NOTICE TO CONTRACTOR

In the event that **County** invokes its right to perform collection and transport services with its own personnel or authorize a third Party to do so pursuant to Section 15.6, **County** shall deliver written notice to **Contractor** of its determination to exercise its right to provide collection services. **Contractor** shall cooperate in any reasonable way to assist **County** in providing collection services on a temporary basis.

13.4 RIGHTS AND RESPONSIBILITIES OF PARTIES

In the event that **County** invokes its right to perform collection and transport services and authorize a third Party to do so pursuant to Section 15.6, **County** shall compensate such third Party under the terms of the Agreement with **Contractor**, and the third Party shall otherwise carry out **Contractor's** contract obligations as if the third Party were the original contracting Party. If **County** is unable to retain another solid waste collection and transport contractor to meet such obligations, **County** shall then, and only under those circumstances, have the right to utilize **Contractor's** collection and transporting equipment to collect and transport solid waste and Targeted Recyclable Materials. If at the end of ninety (90) days, **Contractor** is unable to resume collection and transport operations, **County** shall have the right to terminate this Agreement and retain another solid waste franchise contractor to perform such services.

ARTICLE 14

INDEMNITY, INSURANCE, BOND

14.1 INDEMNIFICATION

To the furthest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8, if applicable), **County** shall not be liable for, and **Contractor** shall defend (with attorneys reasonably acceptable to **County**) and indemnify **County** and its officers, agents, employees, and volunteers (collectively "**County Parties**"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of **Contractor** or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of **County Parties**. **Contractor** shall have no obligation, however, to defend or indemnify **County Parties** from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of **County**.

14.2 HAZARDOUS WASTE INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the indemnitees against all claims, of any kind whatsoever paid, incurred or suffered by, or asserted against indemnitees arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous wastes released, spilled or disposed of by **Contractor** pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of the *Comprehensive Environmental Response, Compensation and Liability Act*, ("CERCLA"), 42 U.S.C. Section 9607(e), and *California Health and Safety Code* Section 25364, to defend, protect, hold harmless and indemnify indemnitees from liability and shall survive the expiration or earlier termination of this Agreement. Notwithstanding the foregoing, **Contractor** is not required to indemnify the indemnitees against claims arising from **Contractor's** delivery of solid waste, refuse, C&D and/or Targeted Recyclable Materials to a solid waste disposal facility, or their subsequent delivery to other processing locations or the ultimate disposal site, unless such claims are due to **Contractor's** negligence or willful misconduct. **Contractor's** obligations under this Section shall not apply with regard to hazardous wastes or other unacceptable materials placed in containers without **Contractor's** knowledge and written approval.

14.3 CALIFORNIA INTEGRATED WASTE MANAGEMENT ACT INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the indemnitees against all fines and/or penalties imposed by CalRecycle or the **County** Local Enforcement Administrator (LEA) based on **Contractor's** failure to comply with laws, regulations or permits issued or enforced by CalRecycle or the LEA or caused or contributed to by **Contractor's** failure to perform obligations under this Agreement. This indemnity obligation is subject to the limitations and conditions in *California Public Resource Code* Section 40059.1 but is enforceable to the maximum extent allowable by that Section. This indemnity shall survive the termination or earlier expiration of this Agreement. **Contractor** shall have no obligation, however, to defend or indemnify **County Parties** from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of **County Parties**.

14.4 INSURANCE

A. Types and amounts of coverage. Contractor shall procure from an insurance company or companies admitted to do business in the State of California, and shall maintain in force at all times during the Term, the following types and amounts of insurance:

1. Workers' Compensation and Employer's Liability. Contractor shall maintain Workers' Compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. Contractor shall maintain employer's liability insurance in an amount not less than one million dollars (\$1,000,000) per accident or disease. Contractor shall not be obligated to carry Workers Compensation insurance if

- a. It qualifies under California law and continuously complies with all statutory obligations to self-insure against such risks;
- b. It furnishes a certificate of permission to self-insure issued by the Department of Industrial Relations; and
- c. It furnishes updated certificates of permission to self-insure periodically to evidence continuous self-insurance.

2. Commercial General Liability. Contractor shall maintain commercial general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, Contractor's performance of services under this Agreement. The insurance required by this subsection shall include:

- a. Premises operations (including use of owned and non-owned equipment);
- b. Personal injury liability with employment exclusion deleted;
- c. Coverage for insured contracts with no exclusions for bodily injury, personal injury or property damage (including coverage for the indemnity obligations contained herein);
- d. Broad-form property damage.

The commercial general liability insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as the most current version of the Insurance Service Office commercial general liability occurrence policy form (CG0001). If occurrence coverage is not obtainable, Contractor must arrange for "tail coverage" on a claims-made policy to protect County from claims filed within four (4) years after the expiration or earlier termination of this Agreement relating to incidents that occurred prior to such expiration or termination.

3. Automobile Liability. Contractor shall maintain automobile liability insurance covering all vehicles used in performing service under this Agreement

with a combined single limit of not less than two million dollars (\$2,000,000) per occurrence for bodily injury and property damage.

4. Pollution (Environmental Impairment) Liability. Contractor shall maintain pollution liability insurance coverage of not less than two million dollars (\$2,000,000) per occurrence covering claims for on-site, under-site, or off-site bodily injury and property damage as a result of pollution conditions arising out of its operations under this Agreement.

B. Acceptability of insureds. The insurance policies required by this Section shall be issued by an insurance company or companies admitted to do business in the State of California, subject to the jurisdiction of the California Insurance Commissioner, and with a rating in the most recent edition of Best's Insurance Reports of size category XV or larger and a rating classification of A or better.

C. Required endorsements. Without limiting the generality of Sections 14.4A and 14.4B, the policies shall contain endorsements or provisions in substantially the following form:

1. Commercial General and Automobile Liability Policy.

Thirty (30) days prior written notice shall be given to **County** in the event of cancellation of this policy, except that ten (10) days' notice applies to cancellation for non-payment of premium. Any such notice shall be sent to the Parties listed in Section 16.7.

2. Worker's Compensation and Employers Liability Policy.

Insurer waives all right of subrogation against **County** and its officers and employees for injuries or illnesses arising from work performed for County of Amador.

3. Commercial General Liability Policy; Automobile Liability Policy; Pollution Liability Policy; and Hazardous Materials Policy.

a. Thirty (30) days prior written notice shall be given to the **County** of Amador in the event of cancellation of this policy, except that ten (10) days' notice applies to cancellation for non-payment of premium. Any such notice shall be sent to the Parties listed in Section 16.7.

b. **County**, its officers, employees, and agents shall be additional insureds on this policy. The additional insured endorsement shall be at least as broad as ISO Form No. CG 20 33 04 13.

c. This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by **County**, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only.

d. Inclusion of **County** as an additional insured shall not affect the **County's** rights as respects any claim, demand, suit or judgment brought or recovered against **Contractor**. This policy shall protect **Contractor** and **County** in the same manner as though a separate

policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one Party had been named as an insured.

- D. *Deductibles and self-insured retentions.*** Any deductibles or self-insured retentions contained in the liability policies described above shall be borne entirely by **Contractor**. **Contractor** remains responsible for the payment of all losses and investigation, claim administration and defense expenses, Including those of **County**.
- E. *Delivery of proof of coverage.*** Prior to the commencement of operations, and in the event of any change in the coverage, **Contractor** shall furnish **County** one or more certificates of insurance on a standard ACORD form substantiating that each of the coverages required hereunder is in force, in form and substance satisfactory to **County**. Such certificates shall show the type and amount of coverage, Effective Dates and dates of expiration of policies and shall be accompanied by all required endorsements. **Contractor** shall furnish renewal certificates to **County** to demonstrate maintenance of the required coverages throughout the Term. **County** reserves the right to require complete, certified copies of all insurance policies, including endorsements, affecting the coverage required by these specifications at anytime.
- F. *Other insurance requirements.***
1. In the event performance of any services is delegated to a subcontractor, **Contractor** shall require such subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required by Section 14.4A(2) and the automobile liability policy required by Section 14.4A(3) shall cover all subcontractors or the subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section.
 2. **Contractor** shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve **Contractor** from any obligation under this Agreement, Including those imposed by Section 14.1. If any claim is made by any third person against **Contractor** or any subcontractor on account of any occurrence related to this Agreement, other than claims by employees for work- related incidents, **Contractor** shall promptly report the facts in writing to the insurance carrier and to **County**.
 3. If **Contractor** fails to procure and maintain any insurance required by this Agreement, **County** may take out and maintain such insurance as it may deem proper and may require **Contractor** to reimburse it for the cost incurred within thirty (30) days and/or deduct the cost from any monies due **Contractor**. **County** may also treat the failure as a **Contractor** default.
 4. Any insurance limitations are independent of, and shall not limit, the indemnification terms of this Agreement.

5. All of **Contractor's** available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of **County**, including defense costs and damages.
 6. To the extent that **Contractor** carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of **County** before **County's** own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
 7. **County** is not responsible for payment of premiums for or deductibles under any required insurance coverages.
 8. Any excess or umbrella policies shall be written on a "following form" basis
- G. **County Right to Adjust Insurance Requirements.** The **County** reserves the right to change the type and/or amount of insurance coverage the **Contractor** is required to secure and maintain provided the **Contractor** can secure the required insurance, and provided that the rates are adjusted to cover any additional **Contractor** expense associated with any such changes to the insurance requirements.

14.5 FAITHFUL PERFORMANCE BOND

Contractor shall secure and throughout the term hereof maintain in full force and effect a performance bond in an amount not less than Five Hundred Thousand Dollars (\$200,000) or a combination of bonds, and/or cash and/or an instrument of credit from one or more financial institutions subject to regulation by the Federal government and pledging that the funds secured by the instrument of credit are on deposit and guaranteed for payment, which together meet this performance security obligation with respect to WARF operation, Transport services, and Disposal services. **Contractor** shall procure such bond from a surety admitted to do business in the State of California and the bond shall be in a form acceptable to **County**.

Simultaneously with the annual or other renewal of such bond, or a substituted bond, **Contractor** shall file with **County** evidence of such renewal. If an instrument of credit constitutes a portion of the performance security obligation, said instrument of credit shall provide that such funds are to remain available for the life of this agreement, unless said instrument of credit is replaced with a bond in lieu of the instrument of credit.

County may review performance bond coverage levels every five years commencing from the date of this Agreement. In connection with such review, **Contractor** shall provide **County** with quotes on the increased (or decreased cost), if any, associated with **County's** request for adjusted levels or amounts of coverage. Upon request of **County**, **Contractor** shall provide documentation including letters from its bond brokers that any such increased (or decreased) premium cost is attributable solely to the requested adjusted levels or amounts of such coverage and shall adjust the per ton contract price. Such price adjustment shall become effective on the first monthly price invoice date occurring after **Contractor** pays the adjusted premium. The **County** may waive this requirement at its sole discretion based upon **Contractor's** long history of satisfactory performance, and does hereby waive the **Contractor's** Performance Bond requirement at this time.

ARTICLE 15
DEFICIENCY, DEFAULT AND REMEDIES

15.1 EVENTS OF DEFICIENCY.

A. Events of deficiency. Each of the following shall constitute an event of deficiency ("Contractor deficiency"):

1. **Contractor** fails to perform its obligations under Section 9.3F(2), "Vehicle Weight" of this agreement and is cited by a law enforcement agency as overweight more than once in any three-month period of any year.
2. **Contractor** fails to perform its obligations under Article 10 of this agreement by failing to maintain or submit documents and reports.
3. **Contractor** fails to perform its obligations under Article 8 of this agreement by failing to resolve a customer complaint in a timely manner. **Contractor's** failure to resolve a customer complaint in a timely manner shall only constitute a deficiency if the complaint results in a material failure to provide service in accordance with the terms of this agreement.
4. **Contractor** fails to perform its obligations under Section 9.2B of this agreement by failing to correct missed pickups.
5. **Contractor** fails to perform its obligations under Sections 9.2C and 9.4 of this agreement by failing to provide carts, bins, or other collection containers to service customer within seven days of the customer's request for service.
6. **Contractor** fails to perform its obligations under Section 9.4D of this agreement by failing to repair or replace any cart, bin, or other collection container, when so required by this agreement.
7. **Contractor** fails to perform its obligations under Section 9.1 of this agreement by undertaking collection operations during hours outside of allowable collection hours.
8. **Contractor** fails to perform its obligations under Section 9.2J(2) of this agreement by failing to clean up spillage or litter resulting from **Contractor's** collection operations.
9. **Contractor** fails to perform its obligations under Section 8.2B of this agreement by failing to take reasonable business efforts to resolve a legitimate complaint within seven (7) working days from the complaint.
10. **Contractor** fails to perform its obligations under Section 9.2F of this agreement by failing to tag materials not collected due to contamination or inappropriately set out.

B. *Liquidated damages.* Unexcused deficiencies shall be subject to liquidated damages as set forth below:

1. Failure to operate collection vehicle(s) in compliance with Section 9.3F(2), "Vehicle Weight" of this agreement resulting in a citation cited by a law enforcement agency more than once in any three-month period of any year: \$100.00 per occurrence.
2. Failure to maintain or submit documents and reports as required under the terms of this agreement after ten days' notice: \$100.00 per occurrence per day, beginning at day 11 after the notification was received by **Contractor**.
3. Failure to take commercially reasonable steps to address a legitimate customer complaint under Article 8 of this Agreement within seven (7) working days from the complaint: \$100.00 per occurrence.
4. Failure to correct a missed pickup within the specified times, for each occurrence exceeding two (2) such failures annually: \$50.00 per occurrence.
5. Failure to provide carts, bins, or other collection containers to service customer within seven days of the customer's request for service, for each occurrence exceeding two (2) such failures annually: \$100.00 per occurrence.
6. Failure to repair or replace any cart, bin, or other collection container, when so required by this agreement, which exceeds two (2) such failures annually: \$25.00 per occurrence.
7. Undertaking collection operations during hours outside of allowable collection hours, which exceeds two (2) such occurrences annually: \$50.00 per occurrence.
8. Failure to clean up spillage or litter resulting from collection operations, which exceeds five (5) such failures annually: \$25.00 per occurrence.
9. Failure to take commercially reasonable steps to address a legitimate billing complaint within seven (7) working days from the complaint: \$100.00 per occurrence.
10. Failure to tag materials not collected due to contamination or inappropriately set out, which exceeds five (5) such failures annually: \$50.00 per occurrence.
11. Failure to comply with any contractual obligations or requirement for which a separate administrative charge has not been specified above - \$100 per day for each non-compliant requirement or event, as applicable.

C. *Assessment of Administrative Charges.* Liquidated damages shall be assessed only after **Contractor** has been given the opportunity to rectify the deficiencies of which it has been notified, but has failed to do so within a reasonable period of time. **County** shall notify **Contractor** in writing of its intention to levy liquidated damages no less than thirty (30) days prior to doing so. The notice shall include a description of the incident(s) or event(s) of non-performance. **Contractor** may review and make copies (at its own expense) of all non-confidential information in **County's** possession relating to the incident(s) or event(s) of non-performance. **Contractor** may, within ten (10) days of receiving the notice, request a meeting with **County**

in which **Contractor** may present evidence in writing and through testimony of its employees and others relevant to the incident(s) or event(s) of non-performance. **County** shall provide **Contractor** with a written explanation of the determination on each incident or event of non-performance prior to authorizing the assessment of liquidated damages.

For items that cannot be cured or are not cured, the assessment shall become final upon thirty (30) days of the date of the notice of assessment.

County's assessment or collection of administrative charges shall not prevent **County** from exercising any other right or remedy, including the right to terminate this Agreement, for **Contractor's** failure to perform the work and services in the manner set forth in this Agreement.

15.2 EVENTS OF DEFAULT.

Each of the following shall constitute an event of default ("**Contractor** default"):

- A. **Contractor** fails to perform its obligations under any other Article of this agreement and its failure to perform is not cured within thirty (30) Business Days after written notice from **County** specifically describing such failure, provided that if the nature of the failure is such that it will reasonably require more than thirty (30) Business Days to cure, **Contractor** shall not be in default so long as it promptly commences the cure and diligently proceeds to completion of the cure, and provided further that neither notice nor opportunity to cure applies to events described in the following subsections C through I.
- B. **Contractor** ceases to provide collection and transportation services for a period of five (5) Business Days for any reason within **Contractor's** control. For purposes of clarity, a Force Majeure event is not within **Contractor's** control.
- C. **Contractor** files a voluntary petition for relief under any bankruptcy, insolvency or similar law.
- D. An involuntary petition is brought against **Contractor** under any bankruptcy, insolvency or similar law which remains un-dismissed or un-stayed for ninety (90) days.
- E. **Contractor** fails to furnish a replacement bond or a continuation certificate of the existing bond not less than ten (10) days before expiration of the performance bond, as required by Section 14.5 (unless waived by **County**), or fails to maintain all required insurance coverage as required by Section 14.4 in force, and **Contractor** fails to cure such failure within ten (10) Business Days after receiving notice from **County**.
- F. **Contractor** fails to provide reasonable assurance of performance when required under Section 15.11.
- G. A representation or warranty contained in Article 2 proves to be false or misleading in a material respect as of the date such representation or warranty was made, and **Contractor** fails to cure such misrepresentation within five (5) Business Days after receiving notice from **County**.
- H. Repeated unexcused deficiencies exceeding limits set forth in Section 15.1B(1),

and **Contractor** has failed to take commercially reasonable steps to reduce said deficiencies.

15.3 CONTRACTOR'S RIGHT TO HEARING

No default shall be deemed unexcused unless: (1) Any right to cure period has expired; (2) **Contractor** has been given the right to be heard by the Director of Solid Waste and to present exculpatory evidence. **Contractor** may also ask for; and, (3) if still deemed a default by Director of Solid Waste, **Contractor** has been given a hearing before the Board of Supervisors, which request shall not be unreasonably denied.

15.4 RIGHT TO SUSPEND OR TERMINATE UPON DEFAULT

- A. Upon any **Contractor** default, and subject to **Contractor's** cure rights set forth above, **County** may terminate this Agreement or suspend it, in whole or in part. Such suspension or termination shall be effective thirty (30) days after **County** has given notice of suspension or termination to **Contractor**, except that such notice may be effective in a shorter period of time, or immediately, if **Contractor** default is one which endangers the health, welfare or safety of the public, such as the failure to collect solid waste, C&D and/or Targeted Recyclable Materials for the period of time specified in Section 15.2.B. Notice shall be given in writing and shall specifically describe the grounds for termination or suspension. **Contractor** shall continue to perform the portions of the Agreement, if any, that are not suspended in full conformity with its terms.
- B. **County** may also suspend or terminate this Agreement, upon the same notice provisions, if **Contractor's** ability to perform is prevented or materially interfered with by a cause which excuses nonperformance under Section 15.10 for a period of 180 days or more, despite the fact that nonperformance in such a case is neither a breach nor a **Contractor** default.
- C. In the event of termination of this Agreement, each Party shall be entitled to payment of amounts due to them through the date of termination, but shall otherwise have no further obligation to one another pursuant to this Agreement after the date of termination.

15.5 SPECIFIC PERFORMANCE

By virtue of the nature of this Agreement, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by **County** to **Contractor**, the remedy of damages for a breach hereof by **Contractor** is inadequate and **County** shall be entitled to injunctive relief.

15.6 RIGHT TO PERFORM; USE OF CONTRACTOR PROPERTY

- A. If this agreement is suspended and/or terminated due to a **Contractor** default, or, for any reason whatsoever, **Contractor** fails, refuses or is unable to collect, transport or dispose of any or all solid waste, targeted recyclables, C&D or other discarded materials which are required by this agreement, at the time and in the manner provided in this agreement for a period of more than five (5) days, and if, as a result thereof, solid waste, targeted recyclables, C&D or other discarded materials should accumulate in the **County** to such an extent and in such a manner, or for such a time that **County** should find that such an accumulation endangers or menaces the public health, safety or welfare, **County** shall have the right, even if

Contractor is not in breach of this agreement, to perform, with its own forces or by contract, or to assign to another franchise contractor within the county the work herein or such part thereof as it may deem necessary upon twenty-four (24) hours prior written notice to **Contractor**.

- B. If such work is assigned to another franchise contractor within the county, that contractor shall fulfill **Contractor's** obligations under this agreement as if that contractor were the original contracting Party until such time as **Contractor** is able to resume its contractual obligations, or until such time that **County** has made other arrangements for the provision of such services.
- C. **County** shall provide **Contractor** written notice that it intends to consider invoking this Article at a public meeting of its governing body, to be held two (2) or more Business Days from the date of the notice. At the meeting, the governing body may invoke its rights under this Article if it determines that there has been an interruption in collection service and that such interruption may continue, thereby threatening the public health, safety and welfare. If the governing body makes that determination, it may also determine to exercise **County's** right to perform collection and transport services with its own personnel or authorize a third Party to do so, after having invoked this right under its franchise agreement with **Contractor**.
- D. Such failure to act by **Contractor** shall be deemed by **County** as a public health emergency, and shall empower the **County**, per Article 13 of this agreement, to perform, or cause to be performed, such services itself with its own or other personnel and its own or other equipment, including, but not limited to **Contractor's** equipment.. In such an event, **Contractor** shall immediately make **Contractor's** collection equipment and a listing and description, including street names and addresses of all of **Contractor's** service collection routes within **Contractor's** franchise service area available to **County**. **County** shall have the right to continue to perform such services until other suitable arrangements can be made for the provision of such services, which may include the award of a contract to another service provider.
- E. The period of time that **County** shall have the right to use **Contractor's** equipment for the collection, transport or disposal of solid waste, targeted recyclables, C&D or other discarded materials in such an event shall not exceed ninety (90) days. **Contractor** shall be reimbursed for the use of such equipment at **Contractor's** actual cost for such equipment for the period of time that such use occurs.

15.7 DAMAGES

Contractor shall be liable to **County** for all direct damages arising out of **Contractor's** deficiency or default, but shall not be responsible for special or consequential damages.

15.8 COUNTY'S REMEDIES CUMULATIVE

County's rights to suspend or terminate the Agreement under Section 15.4, to obtain specific performance under Section 15.5 and to perform under Section 15.6 are not exclusive, and **County's** exercise of one such right shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies that **County** may have, including a legal action for damages under Section 15.7.

15.9 COUNTY DEFAULT

County shall be in default under this Agreement ("**County** default") in the event **County**

commits a material breach of the Agreement and fails to cure such breach within ninety (90) days after receiving notice from **Contractor** specifying the breach, provided that if the nature of the breach is such that it will reasonably require more than ninety (90) days to cure, **County** shall not be in default so long as **County** promptly commences the cure and diligently proceeds to completion of the cure. In the event of an asserted **County** default, **Contractor** shall continue to perform all of its obligations hereunder until a court of competent jurisdiction has issued a final judgment declaring that **County** is in default.

15.10 EXCUSE FROM PERFORMANCE

- A. Force Majeure.** Provided that the requirements of this Section are met, **Contractor** shall be excused from performance and shall not be liable for failure to perform under this Agreement if **Contractor's** performance is prevented or delayed by a Force Majeure event. If, as a result of a Force Majeure event, **Contractor** is unable to wholly or partially meet its obligations under this Agreement, it shall give **County** prompt written notice of the Force Majeure event, describing it in full detail, and describing the effect(s) of the Force Majeure event upon **Contractor's** performance of its obligations. **Contractor's** obligations, whether in full or in part, shall be suspended, but only with respect to that particular component affected by the Force Majeure and only for the period of time which the Force Majeure exists. **Contractor** shall endeavor to fully restore its ability to perform its obligations under this Agreement as quickly as possible.
- B. County's rights in the event of Force Majeure.** The partial or complete interruption or discontinuance of **Contractor's** services caused by an event of Force Majeure shall not constitute a **Contractor** default. Notwithstanding the foregoing:
1. If **Contractor's** failure to perform by reason of Force Majeure continues for a period of one hundred and eighty (180) days or more, **Contractor** shall seek a variance of service from **County**, consent for which **County** shall not unreasonably withhold. If a variance is not sought by **Contractor** or awarded by **County**, **County** shall have the right to immediately terminate this Agreement for convenience.

15.11 ASSURANCE OF PERFORMANCE

If **Contractor**:

- A.** Is the subject of any labor unrest from its own employees, including work stoppage or slowdown, sickout, picketing or other concerted job action;
- B.** Appears in the reasonable judgment of **County** to be unable to regularly pay its bills as they become due;
- C.** Is the subject of a civil or criminal proceeding brought by a federal, State, regional or local governmental entity for violation of an environmental law in the performance of this Agreement, the result of which is reasonably likely to materially impede **Contractor's** ability to perform its obligations under this Agreement, or
- D.** Performs in a manner that causes **County** to be uncertain about **Contractor's** ability and intention to comply with this Agreement, **County** may, at its option and in addition to all other remedies it may have, demand from **Contractor** reasonable

assurances of timely and proper performance of this Agreement, in such form and substance as **County** may reasonably require.

ARTICLE 16

OTHER AGREEMENTS OF THE PARTIES

16.1 RELATIONSHIP OF PARTIES

The Parties intend that **Contractor** shall perform the services required by this Agreement as an independent contractor engaged by **County**, and not as an officer or employee of **County**, nor as a partner of or joint-venture with **County**. No employee or agent of **Contractor** shall be deemed to be an employee or agent of **County**. Except as expressly provided herein, **Contractor** shall have exclusive control over the manner and means of conducting the services performed under this Agreement, and over all persons performing such services. **Contractor** shall be solely responsible for the acts and omissions of its officers, employees, subcontractors and agents. Neither **Contractor** nor its officers, employees, subcontractors nor agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to **County** employees by virtue of their employment with **County**.

16.2 COMPLIANCE WITH LAW

In providing the services required under this Agreement, **Contractor** shall at all times comply with all applicable laws of the United States, the State and **County**, with all applicable regulations promulgated by federal, State, regional or local administrative and regulatory agencies, and by **County**, now in force and as they may be enacted, issued or amended during the Term, and with all permits affecting the services to be provided.

16.3 ASSIGNMENT

A. Qualifications. **Contractor** acknowledges that this Agreement involves rendering a vital service to **County's** residents and businesses, and that **County** has selected **Contractor** to perform the services specified herein based on:

1. **Contractor's** experience, skill and reputation for conducting its operations in a safe, effective and responsible fashion, and
2. **Contractor's** and the Guarantor's financial resources to maintain the required equipment and to support its indemnity obligations to **County** under this Agreement.

County has relied on each of these factors, among others, in choosing **Contractor** to perform the services to be rendered by **Contractor** under this Agreement.

B. County consent required. **Contractor** shall not assign its rights or delegate or otherwise transfer its obligations under this Agreement to any other person without the prior written consent of **County**, which consent shall not be unreasonably withheld. Any such assignment made without the consent of **County** shall be void and the attempted assignment shall constitute a **Contractor** default. Assignment of this Agreement to another corporate subsidiary or Affiliate of **Contractor**, where there is no change in ownership or control shall not require **County's** consent.

C. Assignment defined.

1. For the purpose of this Section, "assignment" shall include:
 - a. A sale, exchange or other transfer to a third Party of substantially all of **Contractor's** assets dedicated to service under this Agreement;
 - b. A sale, exchange or other transfer of outstanding common stock of **Contractor** to a person who is not a shareholder as of the Effective Date which results in a change in control of **Contractor**;
 - c. Any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or reissuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change in control of **Contractor**;
 - d. Any assignment by operation of law, including insolvency or bankruptcy, an assignment for the benefit of creditors, a writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of **Contractor's** property, or transfer occurring in the event of a probate proceeding; and
 - e. Any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change in control of **Contractor**.
2. "Change in control of **Contractor**" for purposes of this Section shall mean a change in the ownership or control of more than fifty percent (50%) of the voting stock of **Contractor** (excluding transfers to revocable trusts for estate-planning purposes).
3. An "assignment" shall not include a transaction(s) with an Affiliate of **Contractor**. Nor shall an "assignment" include any transfer to an intervivos or testamentary trust for estate planning purposes.

D. Consent requirements. If **Contractor** requests **County's** consideration of and consent to an assignment, **County** shall not unreasonably deny such request. No request by **Contractor** for consent to an assignment need be considered by **County** unless and until **Contractor** has met the following requirements:

1. **Contractor** shall pay **County** its reasonable expenses for attorneys' fees and investigation costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
2. **Contractor** shall furnish **County** with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
3. **Contractor** shall furnish **County** with satisfactory proof:
 - a. That the proposed assignee has at least ten (10) years of solid waste/recycling management experience on a scale equal to or exceeding

the scale of operations conducted by **Contractor** under this Agreement.

b. That in the last five (5) years, the proposed assignee has not been the subject of any administrative or judicial proceedings initiated by a federal, State or local county having jurisdiction over its operations due to an alleged failure to comply with federal, State or local laws or, if such proceeding(s) have occurred, that such proceeding(s) have not materially impacted the assignee's ability to perform its obligations under an agreement for services similar to this Agreement.

c. That the proposed assignee conducts its operations in a safe and environmentally conscientious manner, in accordance with sound solid waste management practices in full compliance with all federal, State and local laws regulating the collection and disposal of solid waste and all environmental laws.

d. Of any other information required by **County** to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

E. **No obligation to consider.** **County** will not be obligated to consider a proposed assignment if **Contractor** is in default.

16.4 SUBCONTRACTING

Contractor shall not enter into long-term agreements with any subcontractor to perform any of the services required of it by of this Agreement without the prior written consent of **County**. **Contractor** shall notify **County** no later than ninety (90) days prior to the date on which it proposes to enter into any long-term subcontract. **County** may approve or deny any such request at its sole discretion, however, approval shall not be unreasonably withheld.

16.5 AFFILIATED ENTITY

If **Contractor** enters into any financial transactions with an Affiliate for the provision of labor, equipment, supplies, services, or capital related to the furnishing of service under this Agreement, that relationship shall be disclosed to **County**, and in the financial reports submitted to **County**. In such event, **County's** rights to inspect records and obtain financial data shall be limited to records and data of such Affiliate that are relevant to those specific financial transactions.

16.6 CONTRACTOR'S INVESTIGATION

Contractor acknowledges that this Agreement replaces existing franchise agreements that the **County** has with the **Contractor** and that this Agreement is dissimilar to the agreements it is replacing in many respects. **Contractor**, after making an independent investigation, is satisfied with the conditions and circumstances surrounding this Agreement and the work to be performed by **Contractor**, and, after taking all such matters into consideration, agrees to provide the services required by this Agreement, for the compensation delineated within.

16.7 NOTICE

A. All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be mailed as certified mail, return receipt requested, addressed as follows:

If to County:

Amador County Waste Management Dept.
Attention: Director of Solid Waste
801 Court Street
Jackson, CA 95642

If to Contractor:

ACES Waste Service, Inc.
Attn: Paul Molinelli Sr, President
6500 Buena Vista Road
lone, CA 95640
Email: paulsr@aceswaste.com

- B. All such notices, demands, requests, proposals, approvals, consents and other communications shall be effective when received if personally delivered or three (3) days after mailed as aforesaid. **Contractor** shall promptly provide **County** the name and contact information for the above employees if there is a change during the Term.

16.8 REPRESENTATIVES OF THE PARTIES.

- A. **Representatives of County.** References within this Agreement to "**County**" shall mean the Amador County Board of Supervisors (See **Attachment A**, "Definitions"). All policy-related actions to be taken by **County** shall be taken by the Board of Supervisors except as provided below. The Board of Supervisors may delegate authority to the Director of Solid Waste, and/or to other **County** officials regarding operational decisions and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. **Contractor** may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.
- B. **Representative of Contractor.** **Contractor** shall, by the Effective Date, designate in writing a responsible official who shall serve as the representative of **Contractor** in all matters related to the Agreement and shall inform **County** in writing of such designation and of any limitations upon his or her authority to bind **Contractor**. **County** may rely upon action taken by such designated representative as actions of **Contractor** unless they are outside the scope of the authority delegated to him/her by **Contractor** as communicated to **County**.

16.9 DUTY OF CONTRACTOR NOT TO DISCRIMINATE

In the performance of this Agreement **Contractor** shall not discriminate, nor permit any subcontractor to discriminate, against any employee, applicant for employment, or customer on account of race, color, national origin, ancestry, religion, sex, age, physical disability, medical condition, sexual orientation, marital status, or other characteristic, in violation of any applicable law.

16.10 RIGHT OF COUNTY TO MAKE CHANGES IN SERVICES AND SERVICE LEVELS

County may, without amending this Agreement, request **Contractor** to cease performing one or more types of service described in Articles 5, or 6, may request **Contractor** to modify the scope of one or more such services, may request **Contractor** to perform additional solid waste, C&D and/or Targeted Recyclable Materials handling services, or may otherwise request **Contractor** to modify its performance under any other Section of this Agreement. **Contractor** shall promptly and cooperatively comply with such request, provided:

- A. It is commercially feasible to implement such request, and

B. That if such changes cause an increase or decrease in the Operating Ratio, an equitable adjustment in the rates shall be agreed to by the parties pursuant the provisions of Article 12.

16.11 TRANSITION TO NEXT SERVICE PROVIDER

At the expiration of the Term or the earlier proper termination of the Agreement, or upon **County's** approval of a proposed assignment, **Contractor** shall cooperate fully with **County** to ensure an orderly transition to any and all new service providers. **Contractor** shall provide, within ten (10) Business Days of a written request by **County**, then-current route lists, which identify each customer on the route, its service level (number of containers, container sizes, frequency of collection, scheduled collection day), any special collection notes, and detailed then-current customer account and Billing information. **Contractor** may, but is not required to, sell collection vehicles and containers to the next service provider. **Contractor** shall direct route supervisors to provide "ride-alongs" so that the new service provider's employees may ride with drivers at the new service provider's expense and liability in collection vehicles during collection operations. **Contractor** will direct its drivers and other employees to provide accurate information to the new provider about routing and customers.

16.12 REPORTS AS PUBLIC RECORDS

Unless an exemption applies, the reports, records and other information submitted or required to be submitted by **Contractor** to **County** (and documents copied pursuant to Section 10.2 are Public Records within the meaning of that term in the *California Public Records Act, Government Code Section 6250 et seq.* Unless a particular record is exempted from disclosure by the *California Public Records Act*, it must be disclosed to the public by **County** upon request. **Contractor** will not object to **County** making available to the public any information submitted by the **Contractor**, or required to be submitted in connection with the rates, including records described in Article 12. **County** shall notify **Contractor** of any and all such Public Records requests, and shall provide **Contractor** with reasonable amount of time to seek a protective order to protect such records from disclosure in the event **Contractor** has reason to believe that the disclosure contains proprietary information or is otherwise exempt under the *California Public Records Act*.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 GOVERNING LAW

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

17.2 JURISDICTION

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Amador County.

17.3 BINDING ON SUCCESSORS

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

17.4 PARTIES IN INTEREST

Nothing in this Agreement is intended to confer any rights on any persons other than the Parties to it and their permitted successors and assigns.

17.5 WAIVER

The waiver by either Party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision.

17.6 ATTACHMENTS

Each of the attachments, identified as **Attachments "A" through "H"** is attached hereto and incorporated herein and made a part hereof by this reference.

17.7 ENTIRE AGREEMENT

This Agreement, including the attachments, represents the full and entire Agreement between the Parties with respect to the matters covered herein and supersedes all prior negotiations and agreements, either written or oral.

17.8 SECTION HEADINGS

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

17.9 INTERPRETATION

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

17.10 AMENDMENT

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

17.11 SEVERABILITY

If a court of competent jurisdiction holds any non-material provision of this Agreement to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

17.12 COSTS AND ATTORNEYS' FEES

The prevailing Party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs expended in connection with such an action from the other Party, including its own attorneys' fees.

17.13 NO DAMAGES FOR INVALIDATION OF AGREEMENT

If a final judgment of a court of competent jurisdiction determines that this Agreement is illegal or was unlawfully entered into by **County** due to circumstances beyond **County's** control, neither Party shall have any claim against the other for damages of any kind (Including loss of profits) on any theory.

17.14 REFERENCES TO LAWS

All references in this Agreement to laws and regulations shall be understood to include such laws and regulations as they may be subsequently amended or re-codified, unless otherwise specifically provided. In addition, references to specific governmental agencies shall be understood to include agencies that succeed to or assume the functions they are currently performing.

Execution

IN WITNESS WHEREOF, the **County** and **Contractor** hereto have executed this Agreement on the date set forth above.

COUNTY OF AMADOR

By: Patrick Crew

Name: PATRICK CREW

Title: Union BOS

ATTEST: [Signature] Deputy

County Clerk

APPROVED AS TO FORM

By: [Signature]

County Counsel

CONTRACTOR

By: [Signature]

Name: PAUL MOLINELLI SR

Title: PRESIDENT

By: _____

Name _____

By: _____

Name _____

ATTACHMENT A

DEFINITIONS

Unless the context otherwise requires, terms used in this Agreement will have the meanings specified in this attachment, and shall have the first letter(s) capitalized as shown below.

Affiliate

"Affiliate" means a person who is related to **Contractor** by virtue of direct or indirect ownership interest or common management. An Affiliate includes a person in which **Contractor** owns a direct or indirect ownership interest, a person which has a direct or indirect ownership interest in **Contractor** and/or a person which is also owned, controlled or managed by any person or individual which has a direct or indirect ownership interest in **Contractor**.

Allowable Cost(s)

"Allowable Costs" means those contract-related costs deemed allowable. Allowable Costs do not include Pass-Through Costs.

Application

"Application" means the application prepared and submitted by **Contractor** for determination of potential adjustments to the rate for the following Rate Year.

Business Days

"Business Days" means days (i.e., Monday through Friday) during which **Contractor's** office is open to do business with the public.

Calendar Year

"Calendar Year" means the 12 month period beginning on January 1st and ending on December 31st.

Change in Law

"Change in Law" means any of the following events or conditions which has a material and adverse effect on the performance by the Parties of their respective obligations under this Agreement:

- (a) The enactment, adoption, promulgation, issuance, modification, or written change in applicable and enforceable federal, state, local or local joint power authority (JPA) law, code, statute, legislation, rule-making, policy, regulation, ordinance, order, judgement, decree, permit or administrative or judicial interpretation on or after the date that any such applicable and enforceable federal, state, local joint power authority (JPA) law, regulation, ordinance, order, judgement, decree, permit or administrative or judicial interpretation was enacted, adopted, promulgated, issued, modified or changed in writing.
- (b) The order or judgment of any governmental body, on or after the date such order or judgement was given, 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 **County**, or of **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 such a willful or negligent action, error or omission or lack of reasonable diligence.

Construction and Demolition Debris (C&D)

"Construction and Demolition Debris" means Solid Waste generated at any residential, commercial, or **County** Premises, or at any other location in unincorporated areas of Amador County, that is directly related to construction, remodel or demolition activities occurring thereon.

Contractor's Representative

"Contractor's Representative" shall be the person listed in Section 16.7 to which all notices are to be provided, or designated replacement.

Designated Standardized Collection Zones (DSCZ)

"Designated Standardized Collection Zones shall be those designated areas within the franchise areas as established by the **Contractor** and approved by the **County**.

Designated Transfer, Processing and Disposal Facility

"Designated Transfer, Processing and Disposal Facility" are as listed in **Attachment D**.

Determination of Violation

"Determination of Violation" means a determination by the Director under Section 4.5 of the Agreement, in response to a complaint against **Contractor**, that **Contractor** has violated the terms of the Agreement, or in response to a complaint against **Contractor** or another person, that **Contractor** or such person is guilty of an infraction under California or local law, in each case after **Contractor** or such person has been afforded due process and an opportunity to be heard and to confront the complainant.

Disposal Costs

"Disposal Costs" means **Contractor's** costs to deposit solid waste collected under this Agreement at the Designated Disposal Facility.

Effective Date

"Effective Date" means the date identified in Section 3.1.

Fiscal Year

"Fiscal Year" means the period commencing January 1st through December 31st each year.

Force Majeure

"Force Majeure" means acts of terrorism, acts of God, landslides, lightning, forest fires, severe storms, typhoons, hurricanes, severe weather, extreme freezing temperatures, earthquakes, volcanic eruptions, other natural disasters, or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances involving a third party's employees, acts of government or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of **Contractor**.

Green Waste

"Green Waste" means any compostable materials including grass cuttings, weeds, leaves, prunings, branches, dead plants, brush, tree trimmings (under 3 feet in length and 6 inches in diameter).

Gross Receipts

"Gross Receipts" means the total revenue actually received by **Contractor** for all services

provided to customers during the Rate Year in question. Revenues are billed by the **Contractor** to customers. Gross Receipts also include any revenue received by **Contractor** from the sale of Targeted Recyclable Materials, C&D or other recyclable materials.

Gross Revenue Collected

"Gross Revenue Collected" means the total revenue billed to customers, as recognized by generally accepted accounting principles by **Contractor** for all services provided to customers during the Rate Year in question.

Missed Pick-Up Collection Event

"Missed Pick-Up Collection Event" means events whereby **Contractor** failed to collect solid waste or Targeted Recyclable Materials on or before the Business Day following **Contractor's** receipt of the Missed Pick-Up Initial Complaint. The only exceptions to this definition include: Missed Pick-Up Initial Complaints for which **Contractor**:

- (a) Documented in its customer service system the customer's failure to properly set out container or that the containers were blocked for collection based on the route driver's report; and,
- (b) Received a call for a recollection request or courtesy pick-up prior to receiving a Missed Pick-Up Initial Complaint.

Missed Pick-Up Initial Complaint

"Missed Pick-Up Initial Complaint" means complaints received by **Contractor** or **County** for missed pick-up of solid waste or Targeted Recyclable Materials with the exception of Missed Pick-Up Initial Complaints for which **Contractor**:

- (a) Documented in its customer service system the customer's failure to properly set out container or that the containers were blocked for collection based on the route driver's report; and,
- (b) Received a call for a recollection request or courtesy pick-up prior to receiving a Missed Pick-Up Initial Complaint on that same day.

Multi Family Dwelling ("MFD")

"Multi Family Dwelling" means any dwelling which includes five (5) or more multiple occupancy residential units.

Non-Allowable Cost(s)

"Non-Allowable Costs" means those contract-related costs deemed non-allowable as specified in **Attachment G** (Detailed Rate Review).

Operating Cost

"Operating Cost" or "Cost of Operations" means those costs actually incurred by **Contractor**, reasonably necessary to perform under this Agreement, and not otherwise specifically excluded in this Agreement.

Operating Ratio

"Operating Ratio" is Allowable Costs divided by the Allowable Costs plus Profit. The target Operating Ratio for this Agreement shall be **90.0%**.

Organic Waste

"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.

Party or Parties

"Party or Parties" refers to the **County** and **Contractor**, individually or together.

Pass-Through Cost (or Costs)

"Pass-Through Cost" (or Costs) means a cost to which no Profit is added, as specified in **Attachment G** (Detailed Rate Review)

Profit

"Profit" means **Contractor's** Profit for providing services described in this Agreement.

Public Records

"Public Records" means reports, records and other information submitted by **Contractor** to **County**.

Rate Year

"Rate Year" means the twelve-month period, commencing October 1 of one Calendar Year and concluding September 30 of the next Calendar Year, for which the rates are calculated.

Related Party or Related Party Entity

"Related Party" or "Related Party Entity" means any Affiliate which has financial transactions with **Contractor** pertaining to this Agreement.

Single Family Dwelling ("SFD")

"Single Family Dwelling" means a detached building designed for or occupied exclusively by one family. SFD shall also include a freestanding building, under one roof, designed for or occupied exclusively by two families living independently of each other (duplex) wherein each family shall maintain collection service, independent of one another, under this Agreement.

Solid Waste

"Solid Waste" means all forms of residential and commercial waste generated within **County** Franchise Area and intended for disposal and/or reuse. Solid waste as defined in California Public Resources Code, Section 40191 and regulations promulgated thereunder and without limitation includes all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, ashes, industrial wastes, demolition and construction wastes (C&D Debris), abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid or semisolid wastes, and other discarded solid and semisolid wastes. Excluded from the definition of Solid Waste are Recyclable Materials and Green Waste. Notwithstanding any provision to the contrary, "Solid Waste" may include de minimis volumes or concentrations of waste of a type and amount normally found in residential solid waste after implementation of programs for the safe collection, recycling, treatment, and disposal of Household Hazardous Waste in compliance with Section 41500 and 41802 of the California Public Resources Code.

Targeted Recyclable Materials

"Targeted Recyclable Materials" means those discarded materials set out in containers by the generators at any residential, commercial, or **County** premises, or any other location in unincorporated areas of Amador **County**, for the purpose of recycling. Targeted Recyclable Materials include newspaper, mixed paper, all colors of glass food and beverage containers,

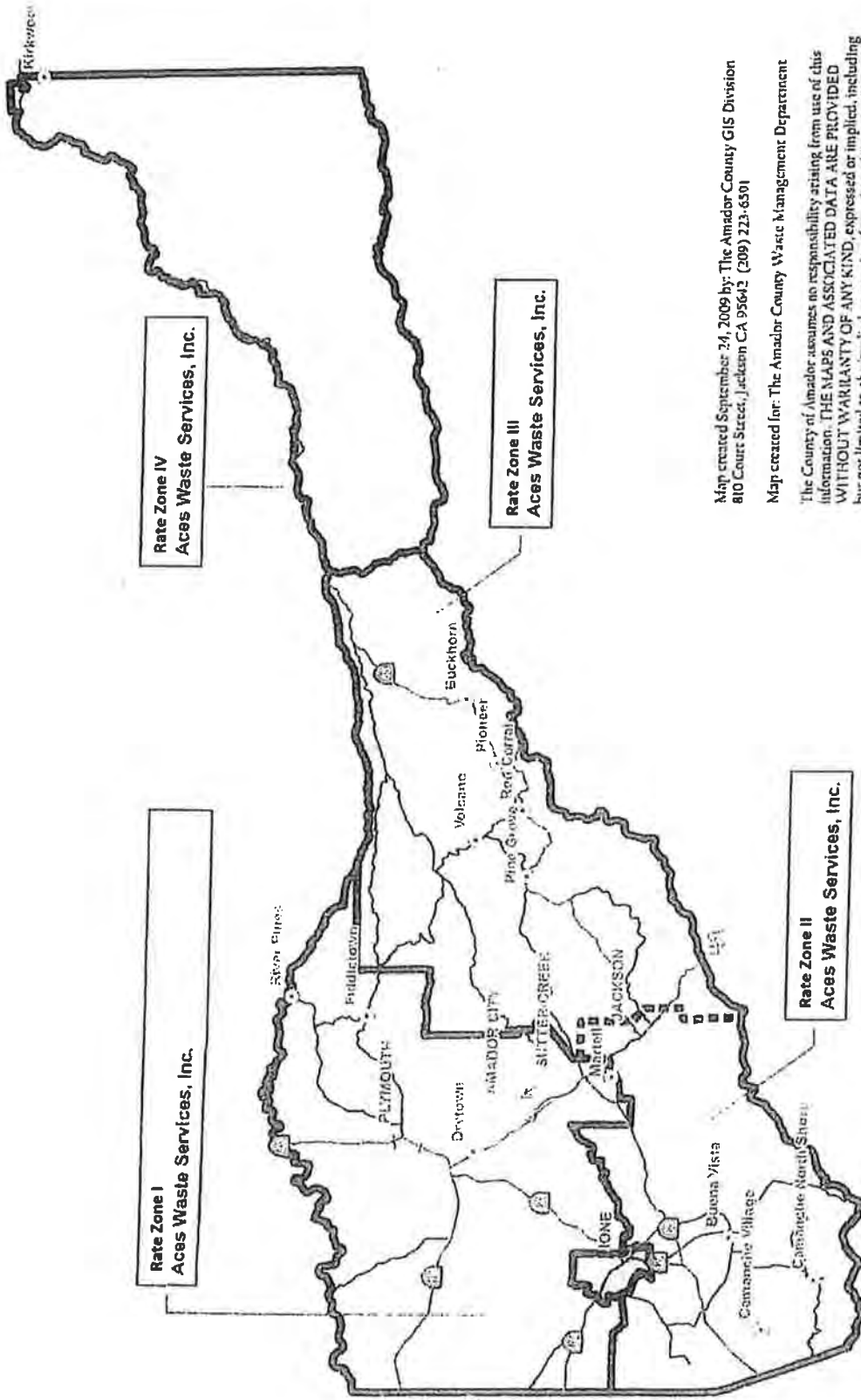
aluminum or tin cans, plastic bottles , jugs and jars, and cardboard, or any other material that may be recyclable as reasonably determined by **Contractor** and approved by the **County**.

Term

"Term" means the term of this Agreement.

ATTACHMENT B
Franchise Area and Rate Area
Designated Standardized Collection
Zones

Franchise Area and Rate Areas (Zones)

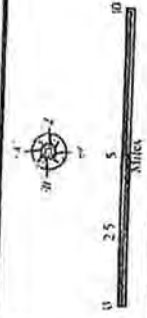


Map created September 24, 2009 by: The Amador County GIS Division
810 Court Street, Jackson CA 95642 (209) 223-6501

Map created for: The Amador County Waste Management Department
The County of Amador assumes no responsibility arising from use of this information. THE MAPS AND ASSOCIATED DATA ARE PROVIDED WITHOUT WARRANTY OF ANY KIND, expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Do not make any business decisions based on this data before validating your decision with the appropriate County Office.



Amador County Waste Hauler Rate Zones



ACES Waste Services, Inc.
Designated Standardized Collection Zones
Streets serviced in the unincorporated County Franchise Areas 1, 2 & 3
February 2019

DSCZ
DESIGNATED STANDARDIZED COLLECTION ZONES

Designated Standardized Collection Zones (DSCZ) are those areas/streets/roads in the unincorporated areas of Amador County that currently participate in the voluntary Blue Cart Bi-Weekly Curbside collection of Co-Mingles recyclables. The accompanying list are those areas, streets and roads that are currently in the DSCZ. If approved, these same area/streets/roads will be offered the opportunity to participate in a green waste bi-weekly curbside collection program.

Area	Street Name	Notes
A1	AMERICAN FLAT RD	
A1	AMERICAN FLAT SIDE RD	
A1	AMORUSO WAY	
A1	ASTA CT	HWY 49
A1	BARNEY RD	SOUTH EAST OF JACKSON TOWARD ELECTRA RD
A1	BELL RD	
A1	BELL RD	
A1	BURKE DR	
A1	BURKE DR	
A1	CANYON AVE	
A1	CARBONDALE RD	ADDRESS NUMBERS FROM 850 AND BELOW THE COUNTY LINE
A1	CEDAR TRL	
A1	CHAPARRAL TRL	
A1	CHINA ST	
A1	CIRCLE AVE	
A1	CLAYPIT RD	
A1	COPPER HILL RD	NORTH WEST OF JACKSON TRAVELING TOWARD SUTTER CREEK
A1	COSUMNES DR	
A1	COURIER RD	
A1	DEEP CUT CT	ADDRESS NUMBERS FROM 10700 DOWN TO 470
A1	DEMARTINI RD	
A1	DICKSON RD	
A1	DITCHLINE RD	NORTH WEST OF SUTTER CREEK TOWARD AMADOR CITY
A1	EAGLES RANCH RD	NO RESIDENTS ONLY COMMERCIAL MINING OPERATION
A1	ELAINE CT	14121 HWY 49 TO AMADOR CITY
A1	ELLIOTT WY	
A1	EMIGRANT TR	
A1	EMIGRANT TRAIL	
A1	EMIGRANT TRL	
A1	FARNHAM RANCH RD	
A1	FERN AVE	
A1	FERN LN	
A1	FIDDLETOWN RD	
A1	FIDDLETOWN RD	
A1	FIDDLETOWN ST	
A1	FOOTHILL BLVD	NORTH WEST OF AMADOR CITY TOWARD PLYMOUTH
A1	FOREST HOME RD	14350 UP TO 17585 HWY 49
A1	GRAINFLAT CT	
A1	GRAINFLAT RD	NORTH WEST OF PLYMOUTH 233245 TO COUNTY LINE
A1	GREILICH RD	
A1	HARRIS CT	
A1	HELEN LN	
A1	HILLCREST AVE	
A1	HOLLY LN	
A1	HORSESHOE LN	

Area**Street Name****Notes**

A1	HOUT RD	
A1	HWY 16	
A1	HWY 49	
A1	IRISH HILL RD	
A1	IRISH RIDGE RD	
A1	JACKSON RD	
A1	JIBBOOM ST	
A1	JIBBOOM ST	
A1	KINGS STATION RD	
A1	LAMBERT RD	
A1	LANDRUM ST	
A1	LATROBE RD	
A1	LAWRENCE RD	
A1	LIVE OAK CT	
A1	LONG GATE RD	
A1	LORENTZ RD	
A1	LUBENKO RIDGE RD	
A1	MAIN ST	
A1	MAIN ST	
A1	MEADOW VIEW RD	
A1	MOSS LN	
A1	MOUNT ECHO DR	
A1	MOUNT ECHO DR	
A1	MOUNT ECHO RD	
A1	MULLER CT	
A1	MULLER RD	
A1	N VINEYARD RD	
A1	NEW CHICAGO RD	
A1	OAK AVE	
A1	OAK PARK CT	
A1	OAK TRL	
A1	OLD LAMBERT RD	
A1	OLD OAKER RD	
A1	OLD SACRAMENTO RD	
A1	OLD SACRAMENTO RD	
A1	OSTROM RD	
A1	OVERLOOK CT	
A1	OVERLOOK CT E	
A1	PACIFIC CT	
A1	PAINE RD	
A1	PATTON RD	
A1	PIGEON TRL	
A1	PINE AVE	
A1	PINE TRL	
A1	POPPY HILL LN	

Area	Street Name	Notes
A1	QUARTZ MTN RD	
A1	QUARTZ MTN RD N	
A1	RANDOLPH DR	
A1	RED MULE RD	
A1	RIVER LN	
A1	RIVER TRL	
A1	ROCK LN	
A1	RUNNING RIDGE CT	
A1	SHENANDOAH RD	
A1	SHENANDOAH RD	
A1	SHENANDOAH SCHOOL RD	
A1	SILVER OAK LN	
A1	SPANISH ST	
A1	SPRING LN	
A1	SPRING VALLEY RD	
A1	ST ELIZABETH LN	
A1	STEINER RD	
A1	SUCKERTOWN RD	
A1	SUTTER IONE RD	
A1	TAYLOR RD	
A1	TONZI RD	
A1	TONZI RD	
A1	TREMBATH RD	
A1	TYLER RD	
A1	UNDERWOOD DR	
A1	UPTON RD	
A1	VAIRA RANCH RD	
A1	VALLEY DR	
A1	VINEYARD LN	
A1	VINTAGE RD	
A1	VOORHIES CT	
A1	WATERMAN RD	
A1	WELSH POND RD	
A1	WEST AVE	
A1	WESTGATE CT	
A1	WESTGATE RD	
A1	WHITE OAK RD	
A1	WILLOW C	
A1	WILLOW CREEK RD	

Area	Street Name	Notes
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A2	BEAVER RD	
A2	BUENA VISTA RD	
A2	CAMANCHE PKWY	
A2	CAMANCHE PKWY N	
A2	CAMANCHE RD	
A2	CHARMSTONE WY	
A2	CHEYENNE CT	
A2	CHEYENNE DR	
A2	CHOCTAW CT	
A2	CLUBHOUSE DR	
A2	CODY DR	
A2	COYOTE CT	
A2	COYOTE DR	
A2	CURRAN RD	
A2	DUCK CREEK RD	
A2	FEATHER CT	
A2	FLINT TRL	
A2	FOX CT	
A2	GOOSE CREEK CT	
A2	GOOSE CREEK RD	
A2	GRAPEVINE CT	
A2	GRAPEVINE GULCH RD	
A2	HERITAGE DR	
A2	HILLTOP DR	
A2	HOKO CT	
A2	HOYA CT	
A2	INYO CT	
A2	JACKSON CT	
A2	JACKSON VALLEY RD	
A2	LAKEVIEW DR	
A2	MOHAWK CT	
A2	N PARK DR	
A2	NABO CT	
A2	NEWMAN CT	
A2	NEWMAN HILL DR	
A2	NEWMAN HILL RD	
A2	OAK DR	
A2	PAPOOSE DR	
A2	PARK CIR	
A2	PARK DR N	
A2	QUAIL HILL CT	
A2	QUIVER & CURRAN	
A2	QUIVER DR	
A2	RED OAK DR	
A2	ROADRUNNER CT	

Area	Street Name	Notes
A2	ROADRUNNER DR	
A2	S OAK DR	
A2	SNOWBIRD RD	
A2	TEEPEE CT	
A2	TETON CT	
A2	THREE OAKS DR	
A2	VILLAGE CT	
A2	VILLAGE DR	
A2	W PARK DR	
A2	YOLO CT	
A2	YUMA CT	
A2	ZUMI CT	

Area**Street Name****Notes**

A3	ACORN CT	
A3	ALAIRE LN	
A3	ALLAN RD	
A3	ALLAN RD W	
A3	ALPINE CT	
A3	ALPINE DR	
A3	ALPINE DR	
A3	ALPINE LN	
A3	ALTA VISTA CT	
A3	AMADOR AVE	
A3	AMBER WAY	
A3	ANDREWS RD	
A3	ANTELOPE CT	
A3	ANTELOPE DR	
A3	ARROWHEAD RD	
A3	ASHLAND VIEW CT	
A3	BARTON CT	
A3	BARTON RD	
A3	BILLS CT	
A3	BLAZE CT	
A3	BOBBIE LN	
A3	BROKEN OAK RD	
A3	BROOK CT	
A3	BUCKBOARD DR	
A3	BUCKEYE CT	
A3	BUCKHORN RIDGE RD	
A3	BUNKHOUSE RD	
A3	BURNT CEDAR LN	
A3	BUTTE MOUNTAIN RD	
A3	BUTTE MTN RD	
A3	BUTTERFIELD CT	
A3	CAL AM RD	
A3	CALYPSO CT	
A3	CANYON VIEW CT	
A3	CARIBOU CT	
A3	CAROLE CT	
A3	CARSON DR	
A3	CARSON ST	
A3	CASTLEWOOD CT	
A3	CEDAR BOW CT	
A3	CEDAR CT	
A3	CEDAR HEIGHTS DR	
A3	CENTURY LN	
A3	CHARLESTON RD	

Area	Street Name	Notes
A3	CHRISTINA PINES CT	
A3	CHURCH ST	
A3	CIRCLE VIEW CT	
A3	CIRCLE VIEW DR	
A3	CLAPBOARD RD	
A3	CLIMAX RD	
A3	CLINTON BAR RD	
A3	CLINTON PEAK CT	
A3	CLINTON RD	
A3	COLT DR	
A3	COMMERCE DR	
A3	CONIFER CT	
A3	CONSOLATION ST	
A3	CONTINI MINE RD	
A3	COVENTRY CT	
A3	CRAWLEY LN	
A3	CREEKSIDE DR	
A3	CREEKSIDE DR N	
A3	CRYSTAL RIDGE CT	
A3	CURTIS CT	
A3	DARLING VIEW CT	
A3	DEADWOOD CT	
A3	DEER TRAIL	
A3	DEERWOOD DR	
A3	DEW DROP RD	
A3	DOGWOOD CT	
A3	DOVE CT	
A3	DRUID LN	
A3	E INSPIRATION DR	
A3	ELDERBERRY CT	
A3	ELDERBERRY DR	
A3	ELLINWOOD WY	
A3	ELMORE CT	
A3	EMIGRANT TRL	
A3	EMILY WY	
A3	FAIRVIEW CT	
A3	FAIRWAY DR	
A3	FERN RIDGE RD	
A3	FOOTHILL BLVD	
A3	FOOTHILL PINES CT	
A3	FOREST KNOLL CT	
A3	FORREST OAK RD	
A3	FORTRESS CT	
A3	FORTRESS WAY	
A3	FRENCH GULCH RD	

Area**Street Name****Notes**

A3 FUENTES DR
A3 GAYLA DR
A3 GEN CT
A3 GINA LYNN CT
A3 GLENMOOR DR
A3 GOLD CIRCLE DR
A3 GOLD CREEK TR
A3 GOLD NUGGET CT
A3 GOLD STRIKE RD
A3 GOLD VIEW WAY
A3 GOLD VIEW WY
A3 GOLDEN MEADOW DR
A3 GOLDEN OAKS CT
A3 GOLDEN RIDGE DR
A3 GOLF LINKS CT
A3 GOLF LINKS DR
A3 GOLF VIEW LN
A3 GRETCHEN LN
A3 HAPPIE LOU LN
A3 HILLVIEW LN
A3 HOMESTEAD RD
A3 HOOPER CT
A3 HUMMINGBIRD LN
A3 HWY 88
A3 HWY 88
A3 HWY 88
A3 INSPIRATION DR E
A3 INSPIRATION DR W
A3 IRISH CT
A3 IRISH TOWN RD
A3 IRISHTOWN RD
A3 JACKSON PINES DR
A3 JACQUELINE DR
A3 JEROME ST
A3 JUNE WAY
A3 KELLY LN
A3 KINGS CT
A3 KIT CT
A3 LAKE CT
A3 LAKE DR
A3 LAUREN LN
A3 LODESTAR WAY
A3 LODGE RD
A3 LOMO RANCHOS RD
A3 LUNAR TRAIL

Area	Street Name	Notes
A3	LUPE RD	
A3	LUPIN RD	
A3	LUTTRELL CT	
A3	MADRONE CT S	
A3	MADRONE LN	
A3	MADRONE PL	
A3	MAIN ST	
A3	MARGOT LN	
A3	MARILYN LN	
A3	MARKO LN	
A3	MASON CT	
A3	MCKENZIE DR	
A3	MEADOW CREST DR	
A3	MEADOW DR	
A3	MEADOW DR	
A3	MEADOW DR	
A3	MEADOW MOSS RD	
A3	MEADOW VISTA DR	
A3	MEADOWBROOK DR	
A3	MEADOWMONT DR	
A3	MELLA DR	
A3	MIERKEY CT	
A3	MIERKEY RD	
A3	MIRA VISTA CT	
A3	MONITOR LN	
A3	MOUNT CROSSMAN CT	
A3	MOUNTAIN VIEW DR	
A3	MOUNTAIN VIEW WAY	
A3	N CREEKSIDE DR	
A3	N MACE DR	
A3	N MEADOW DR	
A3	NARCISSUS RD	
A3	NATIONAL ST	
A3	NATIONAL ST #A	
A3	NEW YORK RANCH RD	
A3	NORMA CT	
A3	NORTH POINT CT	
A3	NORTH STAR CT	
A3	NUGGET LN	
A3	OAK HILLS LN	
A3	OAK LEAF CT	
A3	OLD MADRONE RD	
A3	OVERLAND DR	
A3	PARKWOOD DR	
A3	PARKWOOD DR E	

Area**Street Name****Notes**

A3 PEARL CT
A3 PINE DR E
A3 PINE DR W
A3 PINE GROVE VOLCANO RD
A3 PINE NEEDLE CT
A3 PINE NEEDLE DR
A3 PINE PARK LOOP
A3 PINE RIDGE RD
A3 PINTO RD
A3 PIONEER CREEK RD
A3 PIONEER VOLCANO RD
A3 PITTS CT
A3 PITTS DR
A3 PLUG ST
A3 PONDEROSA DR
A3 PONDEROSA WAY
A3 PONDEROSA WAY #4
A3 PRAIRIE DR
A3 PROSPECT PL
A3 QUAIL CT
A3 QUAIL DR
A3 RAINBOW MINE RD
A3 RAMS HORN GRADE
A3 RAVEN RD
A3 RED CORRAL RD
A3 REEDER LN
A3 RIDGE DR
A3 RIDGE RD
A3 RIDGE RD
A3 RIDGE RD
A3 RIDGE VIEW DR
A3 RIDGEVIEW DR
A3 ROAN CT
A3 ROBIN LN
A3 ROBIN RD
A3 ROCK DR
A3 RODEN LN
A3 ROLLING HILLS CT
A3 ROLLINGWOOD CT
A3 ROSE QUARTZ CT
A3 RUGGLES CT
A3 RUNNING GOLD RD
A3 S FUENTES DR
A3 S MACE DR
A3 SALT SPRINGS RD

Area	Street Name	Notes
A3	SHADOW GLEN CT	
A3	SHAKE RIDGE RD	
A3	SIERRA CIRCLE DR	
A3	SIERRA CT	
A3	SIERRA CT	
A3	SILVER DR	
A3	SILVER DR S	
A3	SILVER PINE RD	
A3	SKYVIEW CT	
A3	SOUTH CT	
A3	SPAGNOLI MINE RD	
A3	SPYGLASS CT	
A3	ST ANDREWS CT	
A3	STELL CT	
A3	STELLA CT	
A3	SUGAR PINE CT	
A3	SUGAR PINE DR	
A3	SUMMIT PL	
A3	SUNSET CT	
A3	SUNSET CT	
A3	SUNSET CT N	
A3	SURREY JUNCTION LN	
A3	SURREY JUNCTION LN	
A3	SURREY PL	
A3	SUSAN LANE	
A3	SUSAN LN	
A3	SUTTER CIR	
A3	SYLVIA DR	
A3	TABEAUD RD	
A3	TANK CT	
A3	TANK DR	
A3	TANYARD HILL RD	
A3	TANYARD HILL RD W	
A3	TIMBER CT	
A3	TONY CT	
A3	TONY LN	
A3	TRENT CT	
A3	TRENT WY	
A3	TUGGIE DR	
A3	VALLEY VIEW CT	
A3	VALLEY VISTA CT	
A3	VIEW CT	
A3	VISTA AMOROSA CT	
A3	VISTA SIERRA CT	
A3	VOLCANO HILLS RD	

Area

Street Name

Notes

A3	WAGON WHEEL DR	
A3	WAGON WHEEL DR N	
A3	WEST VIEW DR	
A3	WILDCAT WAY	
A3	WILDWOOD CT	
A3	WINTON LN	
A3	WOODCREST DR	
A3	WOODFERN DR	
A3	WOODLAND RD	
A3	YORK LN	

ATTACHMENT C
Rate Schedule

**AMADOR COUNTY ALL RATE ZONES
11/1/2019 RATES**

*****Unless otherwise stated, all rates are monthly**

LIST OF CURRENT SERVICES & RATES

Rate Zone 1 Rate Zone 2 Rate Zone 3 Rate Zone 4

RESIDENTIAL CURBSIDE SERVICE (Monthly)

	32 GL	\$26.97	\$24.52	\$35.59	N/A
	64 GL	\$36.15	\$29.90	\$45.75	N/A
	96 GL	\$45.33	\$36.72	\$48.08	N/A

All rates are for weekly service including Recycle Service and Yardwaste carts.

COMMERCIAL MSW (Monthly)

		\$97.02	\$102.05	\$139.54	\$181.42
	1 yard				
	2 yard	\$178.91	\$168.49	\$234.79	\$295.17
	3 yard	\$258.56	\$252.88	\$354.36	\$414.13
	4 yard	\$339.96	\$336.75	\$469.71	\$592.25
	6 yard	\$509.92	\$505.16	\$643.04	\$944.83

**only for 1yd accounts grandfathered in/no longer available*

COMMERCIAL RECYCLE (Monthly)

	96 Gal Recycle Cart per Cart	\$40.80	\$33.05	\$43.07	\$57.85
	1 yard	\$87.32	\$91.85	\$125.59	\$163.28
	2 yard	\$161.02	\$151.64	\$211.31	\$265.65
	3 yard	\$232.70	\$227.59	\$318.92	\$372.72
	4 yard	\$305.96	\$303.08	\$422.74	\$533.03
	6 yard	\$458.93	\$454.64	\$578.74	\$850.35

* Recycle Service in Rate Zone 4 must use Bear Resistant Metal Bins only.

Debris Box Haul Rates (each)		\$285.11	\$303.13	\$289.63	\$444.90
Concrete Debris Box 10 Yard- Flat Rates Haul & Material (each)		\$442.36	\$436.12	\$452.79	\$524.79
Compactor Haul Rates (each)		\$313.61	\$333.44	\$318.59	\$489.39

OTHER RATES

Return Check Fees (each)		\$25.00	\$25.00	\$25.00	\$25.00
Late Fees Minimum \$1.00 Fee Late Balance Greater than \$10.00 (per occurrence)		1.50%	1.50%	1.50%	1.50%

Calculated at 1.5%

RESIDENTIAL

On-Call Residential Service (each)		\$11.34	\$12.32	\$11.74	
Extra cans or bags of MSW equal to 32 gallon bags (each)		\$6.73	\$7.37	\$9.57	
Cart Charge when carts not returned upon service stop or lost (each)					
Based on Cart Size					
Return Cart Fees when carts pulled for non payment (per occurrence)		32-\$67.50	64-\$72.50	96-\$75.00	
Go Back due to Not Out or Blocked Cart (per occurrence)		\$50.00	\$50.00	\$50.00	\$50.00
	apprvd 11/6/17 BOD	\$50.00	\$50.00	\$50.00	\$50.00

COMMERCIAL

Extra Yards of MSW (per yard)		\$23.23	\$23.55	\$28.99	\$39.78
Go Back due to blocked bin (per occurrence)		\$45.00	\$45.00	\$45.00	\$45.00
	apprvd 11/6/17 BOD	\$45.00	\$45.00	\$45.00	\$45.00

AMADOR COUNTY ALL RATE ZONES
11/1/2019 RATES

*****Unless otherwise stated, all rates are monthly**

LIST OF CURRENT SERVICES & RATES

	Rate Zone 1	Rate Zone 2	Rate Zone 3	Rate Zone 4
Return Bin Fees when pulled for non payment <i>(per occurrence)</i>	\$50.00	\$50.00	\$50.00	\$50.00
DEBRIS BOX				
Debris Box Rent after 10 Days <i>(per day)</i>	\$24.07	\$24.18	\$24.24	\$24.24
Out of County Hauling from County Line <i>(per mile R/T all areas)</i>	\$3.96	\$3.96	\$3.96	\$3.96
Trip Charge <i>(unsuccessful service attempt) (50% of Haul Rate per occurrence)</i>	\$142.56	\$151.57	\$144.82	\$222.45
***resulting from customer action				

ATTACHMENT D
Designated Transfer,
Processing and Disposal
Facilities

Designated Disposal Facilities

County of Sacramento (Kiefer Landfill) – Solid Waste and Green Waste
12701 Kiefer Blvd
Sloughouse, CA 95683

Forward Landfill – Special Waste Materials
9999 S. Austin Road
Manteca, CA 95336

Alegre – Concrete
1360 E. Turner Rd.
Lodi, CA 95242

Caraustar – OCC/Cardboard
800 Church St.
Stockton CA 95203

Cal Waste – Comingled/Curbside Recyclables
175 Enterprise Ct.
Galt, CA 95632

Sierra Wood Grinding – Wood
8260 Berry Ave.
Sacramento, CA 95828

Sierra Wood Grinding – Green Waste
8260 Berry Ave.
Sacramento, CA 95828

Vicini Brothers – Green Waste
15850 Willow Creek Rd.
Plymouth, CA 95669

Tri-C – Tires
512 Harbor Blvd.
West Sacramento, CA 95691

Universal Service Recycling – Metals
8455 24th Ave.
Sacramento, CA 95826

Schnitzer Steel - Metals
12000 Folsom Blvd.

ATTACHMENT E
Public Education and
Outreach Plan

Due from Contractor by November 1, 2020 for Calendar Year 2021

ATTACHMENT F REFUSE RATE INDEX

The Refuse Rate Index (RRI) adjustment shall be calculated in the following manner:

1. The expenses for the required franchised services for the designated fiscal period (January – December) shall be prepared in the format set forth in the “Operating Cost Statement” below.
2. The expenses for the required franchised services shall be broken down into the following six (6) cost categories: Labor; Diesel Fuel; Vehicle Maintenance, All Other, Depreciation, and Disposal. Each cost category is assigned a weighted percentage factor based on that cost category's proportionate share of the total of the costs shown for all cost categories.
3. The following Labor, Vehicle Maintenance, and All Other indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), the Diesel Fuel index published by the U.S. Energy Information Administration, and the actual change in the Designated Disposal Site (Kiefer Landfill) tipping fee, and actual Depreciation expense are used to calculate the adjustment for each cost category. The change in each index shall be based on the 12 month Calendar Year average for each index for the most recently completed Calendar Year as compared to the 12 month Calendar Year average for the immediately prior Calendar Year. The annual change in the Depreciation expense shall be calculated as the difference between the actual Depreciation expense for the most recently completed Calendar Year as compared to the actual Depreciation expense for the immediately prior Calendar Year. The change in the Kiefer Landfill tip fee shall be the fee as set on April 1st of the current year as compared to the fee established on April 1st of the prior year.¹
4. In the event any index is discontinued, a successor index shall be selected by **County**. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<u>Cost Category</u>	<u>Index</u>
Labor	Series ID: ceu6056210008 Professional and business services – waste collection
Diesel Fuel	California No 2 Diesel Ultra Low Sulfur (0-15 pm) http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp
Vehicle Maintenance	Series ID: pcu333924333924 Industrial truck, trailer and stacker mfg.
All Other	Series ID: CUURS49BSA0 All items in San Francisco-Oakland-Hayward, CA All Urban Consumers, not seasonally adjusted
Depreciation	Set to most recent Calendar Year actual as compared to actual expense for the immediately prior Calendar Year
Disposal	Set to the actual tip fee charged to Contractor by the Designated Disposal Site for the current year as compared to the prior year.

The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each

¹ The **Contractor's** RRI Application shall include an estimate of the change in the Disposal index if the actual adjustment is now known at the time the RRI Application is submitted. Any such estimated change will be adjusted as soon as the actual change is known, prior to the setting of rates. If for some reason the actual change cannot be determined prior to the setting of rates, the estimated change will be used, with an adjustment made as part of the next year's RRI rate adjustment to reflect the difference between the estimated and actual Disposal tip fee.

of the six (6) cost categories are then added together to calculate the RRI.

Operating Cost Statement – Description

Labor: List all administrative, officer, operation and maintenance salary and benefit accounts. List payroll tax accounts directly related to the above salary accounts.

List employee group medical and life accounts directly related to the above salary accounts.

List employee retirement or profit sharing contributions accounts directly related to the above salary accounts.

List Workers Compensation accounts directly related to the above salary accounts. List contract labor accounts directly related to the above salary accounts.

List other employee costs (i.e. safety gear, boot allowance, etc.) directly related to the above salary accounts.

Diesel Fuel: List all diesel fuel accounts.

Vehicle Replacement:

List all collection and collection-related vehicle depreciation accounts.

List all vehicle lease or rental accounts related to collection or collection-related vehicles.

Vehicle Maintenance:

List all collection or collection-related vehicle parts accounts.

All Other: List all other expense accounts related to the services provided under this Agreement. This category includes all insurance including general liability, fire, truck damage, and extended coverage; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; non-diesel fuel; office supplies; postage; trade association dues and subscription; advertising; and miscellaneous other expenses.

Disposal: List all Disposal Costs related to the provision of collection services.

Note: *The enactment, or application, of the Refuse Rate Index does not require the "targeted profit amount" to be addressed.*

Example RRI Calculation:

Cost Category	Percent Change	Item Weight	Weighted Percentage Change
Labor	2.19%	39.05%	0.86%
Diesel Fuel	4.74%	13.15%	0.62%
Vehicle Maintenance	6.79%	2.57%	0.17%
All Other	0.16%	13.46%	0.02%
Depreciation	1.70%	18.75%	0.32%
Disposal	4.60%	13.02%	0.60%
RRI		100.00%	2.59%

ATTACHMENT G

DETAILED RATE REVIEW METHODOLOGY

General

In the event that either **County** or **Contractor** requests a Detailed Rate Review, as provided for in Section 12.5, the Detailed Rate Review shall be based on evidence or data presented by **County** or **Contractor** contained within the audited financial statements for the preceding complete Calendar Year for the required franchise services. The Party that requests the Detailed Rate Review shall be responsible for both its and the other Party's reasonable associated costs required to conduct the Detailed Rate Review.

Overview of Detailed Rate Application Process

The Detailed Rate Review process is as follows:

1. Identify the reason(s) for the Detailed Rate Review request;
2. Establish the actual financial results for the prior Calendar Year, which shall consist of all franchised revenues and expenses as reported in **Contractor's** audited financial statement. It is expected that any revenues and/or expenses attributed to non-franchised services shall be clearly reported in the audited financial statement along with the basis used to assign or allocate such revenues and expenses;
3. Make any appropriate adjustments to the actual costs to account for established non-allowable costs and/or to exclude or reduce any costs that were not reasonably and necessarily incurred in the performance of the services provided in accordance with the Agreement;
4. Calculate the rate adjustment required to achieve a revenue that will, in turn, result in a 90% (ninety percent) targeted Operating Ratio.
5. Complete and submit a Detailed Rate Review Application to the other Party.
6. Confer with the other Party to determine whether the requested rate modification is in conformance with the provisions of Section 12.5; and
7. Jointly approve (which approval shall not be unreasonably withheld) and sign the Application and submit the Application to the Board of Supervisors.

Detailed Rate Review Application

In support of a Detailed Rate Review, **County** or **Contractor** shall prepare a Detailed Rate Review Application (hereinafter "Application") that shall be submitted to the other Party no later than June 15th. The Application shall include:

1. The reason(s) for the Application;
2. Line item revenue and expenses for the franchised services as reported in **Contractor's** audited financial statement;
3. Variance analyses of revenues and expenses for the prior five years, along with explanations for significant variances;
4. Calculated revenue requirement based upon the current Operating Ratio;

5. Requested rate adjustment required to achieve a revenue that will, in turn, result in a 90% targeted Operating Ratio, and
6. Signed letter(s) from **Contractor's** management stating that they have reviewed the Application and attest to the accuracy and completeness of the Application.

Operating Ratio

Per **Attachment A**, the Operating Ratio for this Agreement shall be **90.0%**.

Non-Allowable Expenses

- Fines;
- Liquidated Damages
- Penalties and Violations
- Income Taxes
- Charitable or Political Contributions (including CRRC PAC expenses) (CRRC dues other than PAC expenses are an "Allowable Expense")
- Good Will
- Employee free services in excess of normal weekly garbage service and limited roll-off service (1 debris box/employee/year)
- Related Party charges in excess of that which would otherwise reasonably be charged by an unrelated party
- Long-term rental or lease charges for collection vehicles / equipment which are greater than the cost of acquisition (although normal interest/financing charges and costs borne by the leasing/rental company that would normally be the responsibility of the hauling company if they owned the assets directly. These costs include but are not limited to license fees, property taxes, insurance, repairs and maintenance).
- Costs that are not reasonable or necessarily incurred in the performance of the services provided in accordance with the Franchise Agreement

Pass Through Expenses (not subject to Profit)

- Third-party Transfer, Processing and Disposal Expenses (Company material transport costs are an "Allowable Expense").
- Host Fees and Franchise Fees
- Regulatory or Other Fees
- Third Party County Rate Review Costs
- Reasonable Franchise related Marketing Expense, Promotional Expense, and Travel Expense are Allowable Expenses.

ATTACHMENT H

SPECIAL RATE REVIEW METHODOLOGY

General

In the event that either **County** or **Contractor** requests a Special Rate Review, as provided for in Section 12.6, the Special Rate Review shall be based on evidence or data presented by **County** or **Contractor** that a singular and/or unexpected occurrence has occurred within the past 12 months that has effected and will continue to have a significant¹ financial effect on **Contractor's** revenues and/or expenses and that **Contractor's** costs for the required franchise services have undergone and will continue to undergo a significant increase or decrease due to this occurrence. The Party that requests the Special Rate Review shall be responsible for both its and the other Party's reasonable associated costs to complete the Special Rate Review.

Overview of Special Rate Application Process

County and/or **Contractor** shall:

1. Identify the occurrence which has significantly affected **Contractor's** revenues and/or expenses.
2. Review supporting evidence or data supporting the request for a rate modification.
3. Calculate a revenue requirement needed to achieve a ninety percent (**90.0%**) targeted Operating Ratio.
4. Calculate the rate adjustment required to achieve calculated revenue requirement that will, in turn, result in a ninety percent (**90.0%**) targeted Operating Ratio.
5. Complete and submit a Special Rate Review Application to the other Party.
6. Confer with the other Party to determine whether the requested rate modification is in conformance with the provisions of Section 12.6; and
7. Jointly approve (which approval shall not be unreasonably withheld) and sign the Application and submit the Application to the Board of Supervisors.

Special Rate Review Application

In support of a Special Rate Review, **County** and/or **Contractor** shall prepare a Special Rate Review Application (hereinafter "Application") that shall be submitted to the other Party. The Application shall include:

1. The occurrence that has been identified as the cause for the Special Rate Review.
2. The financial impact of the identified occurrence.
3. The evidence or data supporting the request for a rate modification.
4. Calculated revenue requirement based upon the current targeted Operating Ratio;
5. Requested rate adjustment required to achieve calculated revenue requirement; and
6. Signed letters from **County's** Administrator and **Contractor's** management stating that they have reviewed the Application and that they attest to the accuracy and completeness of the Application.

