Agenda Report

Fullerton City Council

MEETING DATE: SEPTEMBER 15, 2026

TO: CITY COUNCIL

SUBMITTED BY: STEPHEN BISE, PUBLIC WORKS DIRECTOR

PREPARED BY: JEROME JOAQUIN, ADMINISTRATIVE MANAGER
MICHELLE DURON, SOLID WASTE AND RECYCLING SPECIALIST

SUBJECT: SOLID WASTE MANAGEMENT SERVICES RFP SELECTION

SUMMARY

Staff requests City Council direction on the next phase of the Solid Waste Management Services Request for Proposal (RFP) process, including authorization for staff to negotiate the final terms of the service agreement with the selected proposer and prepare the negotiated contract for City Council consideration and final approval.

PROPOSED MOTION

Provide direction regarding the selected proposer, authorize staff to negotiate the final contract terms and direct staff to return to City Council for final contract award.

ALTERNATIVE OPTIONS

- Approve the Proposed Motion
- Other options brought by City Council.

STAFF RECOMMENDATION

Staff recommends Proposed Motion.

CITY MANAGER REMARKS

None.

PRIORITY POLICY STATEMENT

This item matches the following Priority Policy Statements:

- Fiscal and Organizational Stability
- Infrastructure and City Assets.

FISCAL IMPACT

Customer service rates in the Refuse Fund (Fund 46) incorporate the Solid Waste Management Services contract cost structure for residential and commercial solid waste services. Staff would present final fiscal implications for the Refuse Fund, General Fund and customer service rates with the contract award.

BACKGROUND AND DISCUSSION

Governor Brown signed Senate Bill 1383 (SB 1383) in September 2016 in response to California's climate challenges. The legislation established statewide organic waste recycling and surplus food recovery requirements to reduce methane emissions from landfills and advance State environmental objectives. The following chronologically documents City compliance efforts and events that led to issuing the Solid Waste RFP:

- *July 2021:* HF&H Consultants begin SB 1383 negotiations with Republic Services (Republic) using City-provided guidance.
- *January 2022:* The City submits its SB 619 Notice of Intent to Comply after the law takes effect.
- *March 2022:* SB 1383 rate negotiations are completed between the City and Republic Services after nine months of negotiations and the City files its compliance notice with CalRecycle, targeting July 2023 implementation.
- *March 2023:* The City receives a Corrective Action Plan with 73 required tasks, completing 60; the remaining 13 delayed by contract negotiations.
- *Between 2022 - 2023:* Republic later states its finance team did not approve the negotiated rates, requiring renewed negotiations and removing the compliance path reported to CalRecycle. The City attempts for years to finalize an SB 1383 amendment package but receives unresponsive proposals.
- *Early 2024:* A tentative agreement is reached, but the final Republic proposal deviates from agreed terms and adds unsupported inflation costs, stalling negotiations.
- *February 2025:* State granted final CalRecycle CAP extension until June 30, 2027, Republic contract term end to allow time to complete an RFP process.
- *Early 2025:* City consultant conducted a final round of negotiations with Republic before proceeding with the RFP process, but the effort was unsuccessful.
- *May 2025:* City Council appointed Mayor Jung and Council Member Valencia to an Ad Hoc Committee to assist with the Solid Waste and Recycling Services Request for Proposals (RFP) review and evaluation. The Committee provided input and staff guidance throughout the process.

- *September 2025:* City Council approved releasing a Solid Waste Management Services RFP to secure long-term, high-quality solid waste collection, recycling and organics management services.

On September 17, 2025, the City advertised RFP #2526-03 Solid Waste Management Services in OpenGov, the City's e-Procurement solicitation platform. The RFP included a comprehensive scope of services, RFP requirements and timeline (Attachment 2). The City held a mandatory pre-proposal conference on October 1, 2025, to provide project details and clarifying requirements to proposers. The question and answer period closed October 15, 2025, with final written responses issued on October 17, 2025, to ensure transparency and equal access to information. The City received nine proposals by the November 17, 2025 deadline.

Five staff members from relevant departments formed an Evaluation Committee and conducted a comprehensive review of all submissions. The City invited all nine firms to the interview phase held January 22 and 23, 2026, to discuss qualifications with the Evaluation Committee and how they align with City priorities. The Committee finalized evaluation scores on January 29, 2026. Staff prepared findings for the Ad Hoc Committee and received guidance on next steps. Staff made RFP Packets available for independent Council Member review between February 9, 2026, and contract award.

Evaluation Criteria and Scoring

The Evaluation Committee performed an extensive scoring analysis of each proposal. Scoring criteria prioritized overall proposal quality and completeness, assessing each firm's operational capabilities, regulatory compliance expertise, team qualifications, and relevant experience. Reviewers also considered financial stability, service reliability, available resources, proposed rates, commitment to community benefits, local support, and performance during the oral interviews. Scores were combined across 15 evaluation categories, resulting in the following final ranking:

1. EDCO Disposal
2. CR&R Environmental Services
3. Universal Waste Systems
4. NASA Services
5. Athens Services
6. Valley Vista Services
7. GreenWaste Recovery
8. Ware Disposal
9. Republic Services

Based on the scoring and analysis, the Evaluation Committee identified the following top three ranked firms as the most responsive and qualified:

1. EDCO Disposal
2. CR&R Environmental Services

3. Universal Waste Systems

These firms demonstrated strong operational expertise, competitive rate structures, comprehensive compliance frameworks, diverse range of value-added services and enhancements, and significant infrastructure capabilities.

Ad Hoc Committee Evaluation and Recommendation

City staff presented a summary of the RFP proceedings to the Ad Hoc Committee on February 2, 2026, including a review of the top-ranked firms. The Ad Hoc Committee requested a follow-up meeting to examine scoring, proposals, and supplemental materials.

The subsequent meeting was held on February 24, 2026. At that meeting, the Ad Hoc Committee supported consideration of the top three firms, and following its independent review, recommended City Council also consider the following three firms for potential deliberation:

- Republic Services
- Athens Services
- Valley Vista Services.

The Committee intended to expand the range of options available to City Council when selecting a firm or multiple firms, with particular emphasis on pricing structures, infrastructure, organizational integrity, and service reliability. The Committee also directed that the study session exclude presentations from the proposing firms, allowing City Council members to further explore the proposal details through a dedicated Question and Answer format.

City Council Evaluation and Recommendation

At the April 14, 2026, Solid Waste Evaluation Study Session, City Council directed staff to advance the following six firms (Evaluation Committee and Ad Hoc Committee recommended firms) for continued consideration and requested that each proposer submit a final offer proposal:

- EDCO Disposal
- CR&R Environmental Services
- Universal Waste Systems
- Republic Services
- Athens Services
- Valley Vista Services

The six shortlisted firms were invited to strengthen their submissions through price reductions, additional value-added services, and/or financial enhancements, and submitted their proposals on May 5, 2026. Staff reviewed the six final offer submissions and prepared a comparative summary for City Council consideration.

At the June 30, 2026, Solid Waste Management Services RFP continued Evaluation, the City Council directed staff to advance the following three firms for further consideration.

- CR&R Environmental Services
- Republic Services
- Valley Vista Services

The City Council also requested that the communication embargo be lifted to allow direct communication between council members and the proposers regarding contract priorities. In addition, the City Council called for community input and feedback on service priorities and firm preference, to be gathered through community meetings and written comments.

The three firms were provided opportunities to enhance their submissions based on any contract priorities discussed during these individual communications and submitted their proposals by August 24, 2026. Republic Services' August 24, 2026 Final Offer was contingent on approval of a higher GTCI index, an exemption it had identified from the beginning of the proposal process. On September 2, 2026, Republic submitted an unsolicited revised Final Offer in response to the City's request for clarification on whether there would be any material changes if the requested GTCI index was not approved. Republic confirmed that it would use the City's CPI-U rate adjustment table and updated its rates and service enhancements accordingly.

Final Offer Review

Staff reviewed the three final offer submissions and prepared a comprehensive analysis of all three final offers for City Council consideration.

Each firm enhanced its proposal during the final offer process. While some firms strengthened their competitive position through their final offers, others entered the process with strong initial proposals and made targeted refinements summarized as follows.

CR&R Environmental Services (CR&R)

CR&R remains the strongest overall offer, providing the best combination of competitive pricing, comprehensive service enhancements, and compliance, with no concerns, exceptions, or conditions. CR&R's proposed residential rate at $30.66would be lower than the current $30.78 rate.

On pricing, CR&R ranks second in both commercial and industrial costs but offers particularly strong value for smaller commercial customers. It provides the lowest recycling and organics cart rates and the lowest 3-yard trash bin rate, tied with Republic. For residential customers, CR&R's standard single-family rate is $0.24 more per month than Republic's and $4.27 more than Valley Vista's. Its $27.60 senior rate is $8.92 higher than Republic's and $10.55 higher than Valley Vista's.

CR&R's financial package is the strongest of the three proposers. It includes a $4 million road improvement payment with no conditions, $300,000 in capital improvements including Downtown District enclosure refurbishment, approximately

$100,000 annually in City sponsorships, donations, and scholarships, residential billing at no cost to the City, and a 100% SB 1383 procurement guarantee through RNG credits and compost, estimated to provide approximately $400,000 in annual value.

CR&R's final offer also reaffirms all commitments from its original November 2025 proposal and subsequent May 2026 submissions. In addition, CR&R has enhanced bulky-item service by offering unlimited single-family collection and monthly multifamily collection during peak moving periods. It has also offered to develop a separate multifamily rate structure for the City's consideration rather than applying commercial rates.

CR&R also brings significant local experience and infrastructure. Its Teamsters Local 396 workforce includes an offer of union employment to every driver currently serving Fullerton. Its Stanton headquarters is approximately nine driving miles from City Hall, and it serves more Orange County jurisdictions than any other proposer. CR&R has experience serving similar sized cities and has completed 17 transitions from longtime haulers over the past 20 years, all of which remain customers. Its infrastructure includes three RNG fueling stations, two Orange County material recovery facilities, an established anaerobic digestion facility connected to the SoCalGas pipeline, two owned landfills, and California's only low-carbon solid fuel plant.

The primary considerations are CR&R's higher standard residential and senior rates compared with some competitors and the possibility of delays in receiving the new fleet. If delays occur, CR&R may need to use its existing fleet until the new vehicles arrive.

Republic Services

Republic's final offer is a serious and substantially improved submission. Republic's strengths lie in an experienced Teamsters Local 396 local workforce, and nearby Republic-owned processing and disposal infrastructure with a state-of-the-art renewed CVT facility, and its September 2nd offer now aligns its rate adjustments with the City's own CPI-U table, which is historically better for ratepayers.

Republic offers $0.24 lower residential pricing than CR&R at $30.42 for standard service and $18.68 for senior service, with a particularly significant senior-rate advantage. It lowers commercial and multifamily rates by more than 26%, setting the 3-yard once-weekly trash rate at $256.67 and recycling and organics cart pricing at $46.32, matching CR&R's rates exactly. Republic's 2x-6x weekly commercial trash rates are placed above CR&R's on multi-frequency bin, compactor, and pull-out services rose by approximately 3%, and Downtown District services increased by 0.88% to 1.44%. Republic Services remains the overall highest-cost proposal of the three with disproportional impact on bin-service costs to multi-family properties and also rank 3rd in procurement support.

In the final offer, Republic Services now proposes a $4.25 million road and infrastructure payment, subject to a conditional reduction for City RFP costs above $75,000. Republic's unlimited on-call bulky-item collection for single-family and multifamily customers is also a meaningful program benefit, without the peak move-in/move-out limitation that applies to CR&R's multifamily offer. Republic also confirmed that all containers would be new or like-new and SB 1383-compliant and that the costs

associated with providing compliant container equipment have been fully incorporated into the proposed pricing. A new commitment to investing a modernized fleet by replacing 22 dedicated collection vehicles by July 2027, and the remaining trucks being fewer than three years old, with a phased deployment of electric collection vehicles, benefiting Fullerton with safer and more reliable service.

A related concern is negotiation reliability, which matters as much for the upcoming franchise term as for the City's past experience. The relevance is forward-looking, CalRecycle continues to adopt new requirements that may need to be implemented mid-term through good-faith negotiations with the franchise hauler, and Senate Bill 54, a legislation which establishes new requirements affecting the materials that must be accepted within the recycling stream, is likely to require such negotiations in the near term. City Council should weigh each finalist's demonstrated ability to finalize and honor negotiated terms, and any agreement with Republic should include defined timelines for future regulatory-change negotiations.

Valley Vista Services

Valley Vista leads on quantifiable measures with no conditions attached. Valley Vista's structural advantage is organics infrastructure. Grand Central Recycling & Transfer Station, Southern California's only certified High-Diversion Organic Waste Processing Facility (HDOWPF) has committed 500 tons per day of capacity to Fullerton through June 2047, with organics diversion averaging 80%.

Of the three finalists, Valley Vista isthe lowest cost proposer in every category, residential ($26.39 standard single-family / $17.05 senior), commercial and industrial. CR&R and Republic have lower trash rates, but Valley Vista prices commercial recycling bins at roughly half its refuse rates, $134.00 for a 3-yard bin collected weekly, compared with $218.17 for both competitors. This advantage would become more valuable as SB 1383 right-sizing and contamination-mitigation requirements move commercial generators out of carts and into properly sized recycling bins. A larger share of the City's commercial base would fall into the rate category where Valley Vista's savings are greatest.

In its final submission, Valley Vista translated this benefit into a Fullerton-specific service, a two-container (black and green) collection program for space-constrained sites, available through a City-approved waiver, with SB 1383-compliant mixed-waste processing. For multifamily and downtown properties where limited container space drives contamination and enforcement burden, this is a needed solution. Another strengthened offer, a guaranteed of all-new collection vehicles by July 1, 2027, the strongest fleet commitment of the three finalists.

These commitments join an enhancement package that already included six recycling coordinators during transition, three ongoing coordinators, HHW collection events, SHARPS mail back program, unlimited residential and multifamily on-call bulky-item collection as stated in Valley Vista's certified final submission, up to $250,000 in SB 1383 procurement assistance through ROWP purchases, unlimited compost and mulch, and no-cost street sweeping after the City's current contract expires.

A factor to consider is financial capacity, its field-leading pricing appears to leave an estimated operating margin of less than 5%, and the future no-cost street sweeping commitment, an estimated cost of approximately $500,000 per year, could consume a substantial share of the margin. Although, Valley Vista's ownership of Grand Central Recycling and its associated recycling and transfer operations means the processing and transfer economics of the franchise would remain within affiliated companies rather than being paid to third parties, a cost buffer credited as supporting the financial health of the hauling operation. Other potential differentiators include Valley Vista's non-union workforce, and its residential billing charge of $0.53 per unit. Overall, Valley Vista offers the City's ratepayers the lowest price.

Transition Plan

Staff communicated the State's and the City's SB 1383 transition plan expectations with all firms during the interview phase of the RFP process in January 2026. To achieve an effective and methodical outcome, the following order of the transition plan steps is the desired approach:

- Customer Data Evaluation and Revision
- SB 1383 Education and Outreach Campaign
- Customer Service Level Assessment and Waivers
- SB 1383 Compliant Container Exchange/Delivery
- Citywide SB 1383 Collection Service Complete Rollout

CR&R provided a credible and specific plan, including biweekly City coordination, vehicles ordered the day after City Council approval, and Sustainability Team visits to every Multifamily and Commercial account by December 31, 2026.

Republic Services' plan requires a more comprehensive and robust transition strategy. While the intent to implement an immediate or accelerated transition is well-intentioned, it does not align with the State's and City's expectations for an undertaking of this magnitude.

Valley Vista Services provided the most specific plan in the field, proposing monthly and then biweekly City coordination, at least ten community meetings between April and June 2027, three Citywide mailers, City Hall customer service staffing, and Operation Sparkle, a Citywide abandoned-item sweep two weeks before service begins, plus Downtown enclosure power washing and gate painting during the equipment swap at no cost.

Community Input and Feedback

The City of Fullerton hosted two community meetings to provide residents and businesses with an opportunity to learn more about the upcoming waste and recycling contract and meet staff from the three remaining firms. The first meeting was held on Thursday, July 23, 2026, at the Fullerton Community Center, and the second on Tuesday, July 28, 2026, at the Hunt Library, both from 6:00 p.m. – 7:30 p.m.

The meetings were conducted in an open house format, allowing community members to drop in at any time during the scheduled period, ask questions, speak with the proposers and City staff. For community members unable to attend, additional opportunities were offered to submit comments, suggestions, and concerns via a dedicated Fullerton RFP email address or through written submissions placed in a lockbox at the Fullerton Community Center front desk, and during the two community meetings, with a submission deadline of Friday, July 31, 2026.

City staff promoted the community events and comment opportunites through the City's website, social media Instagram account, posters displayed in the Fullerton Library, City Hall, and Fullerton Community Center, the City Manager Newsletter, flyers distributed at the City's Night Market event and first community meeting event, and an email blast to subscribed recipients.

A total of 31 community members attended the two meetings, and 30 comments were submitted, 25 by email and 5 through written submissions. City staff reviewed the public comments and prepared a briefing summary, which was provided to the City Council in a memorandum for consideration.

The key themes emerging from community feedback include service quality and reliability, bulky item service, container and bin management, customer service and communication, environmental priorities, and pricing concerns.

The hauler preferences from the community varied widely:

- CR&R was frequently praised for being local, community oriented environmentally advanced, with strong facilities.
- Valley Vista Service was viewed positively by some for community-mindedness and updated fleet; concerns raised about lack of unionization.
- Republic Services was supported by many for decades of service history, union workforce, and unlimited bulky pickup; others expressed strong opposition due to service failures and commercial billing issues.

Revised RFP Timeline Schedule

The RFP timeline was adjusted to better align with the deliberation process and anticipated City Council direction. Key milestones, including the City Council Study Session and Final Recommendation meeting, were advanced to later dates to allow sufficient time for City Council review of internal documents, public engagement and remaining compliant with the State's Corrective Action Plan (CAP) deadline.

**Italicized sections indicate revised activities and dates*

Activity	**Milestone Date**
RFP Posted - Electronic Delivery	September 17, 2025
Mandatory Pre-Proposal Conference	October 1, 2025
Last Day to Submit RFP Questions	October 15, 2025
Last Written Response to Proposer Questions	October 17, 2025

Deadline For Submittal of Proposals	November 17, 2025
Complete Proposal Evaluation	January 15, 2026
Interview Selected Proposers	January 19 through 23, 2026
Review Committee Presents Findings to Ad Hoc Committee	February 2, 2026
Prepare RFP Report Packet for City Council Review	*Week of February 2, 2026*
RFP Report Packet Available for City Council Review	*February 9, 2026 – Contract Award*
Follow-Up Evaluation with Ad Hoc Committee	*February 24, 2026*
Present Evaluation at City Council Study Session	*April 14, 2026*
Continue Evaluation at City Council Study Session	*June 30, 2026*
Host Community Open House Meetings	*July 23 and 28, 2023*
Present Final Recommendation to City Council	*September 15, 2026*
Finalize Agreement with Recommended Firm	*TBD*
Finalize Equipment Purchase and Roll-Out Plan	*TBD*
Present Finalized Agreement to City Council	*TBD*
Selected Firm Orders Equipment*	TBD
Roll Out of Commercial Program*	July 1, 2027
Roll Out of Residential Program*	July 1, 2027

**Firm timeline requirements for the City to meet the CAP deadline*

CalRecycle Corrective Action Plan

On June 8, 2026, City staff met with CalRecycle's Jurisdiction and Agency Compliance and Enforcement (JACE) Branch to discuss progress and delays associated with the CAP RFP implementation milestones. During the meeting, CalRecycle expressed concern regarding the missed April 2026 contract negotiation milestone, as well as other proposed schedule delays that could jeopardize the City's ability to meet the final SB 1383 implementation deadline of July 1, 2027.

JACE staff indicated that a follow-up meeting would be scheduled in the near future to review the City's proposed next steps and assess the feasibility of achieving the final implementation deadline. Should CalRecycle determine that the delays are likely to result in non-compliance, the agency may cancel the CAP and initiate a formal Compliance Review audit. Such an action could result in administrative penalties ranging from $500 to $10,000 per violation per day, potentially retroactive to January 1, 2022. CalRecycle subsequently formalized these concerns in a letter to the City dated June 19, 2026 (Attachments 8 and 9).

On July 15, 2026, City staff provided the CalRecycle JACE team with an update regarding the outcome of the June 30, 2026 City Council meeting to address their concerns and outline the City's renewed compliance efforts, which established a revised schedule to meet the CAP milestone timeline and, ultimately, the final implementation deadline of July 1, 2027. The State responded by approving the revised schedule with expectations for an expedited negotiation and contract award process.

A follow-up meeting with the State will be scheduled at a later date to review the progress of the RFP process and confirm the City's commitment to meeting the final implementation deadline.

Staff continues to recommend adherence to the CAP milestone schedule to maintain compliance and avoid further implementation delays. It is imperative that sufficient time remain available to complete the planning, procurement, outreach, education, and operational transition activities necessary to successfully implement a fully compliant SB 1383 collection program.

Deliberation Priorities

City Council direction at this stage is essential to authorize the development of detailed scopes of work, rate structures, and service level deliberation needed to finalize contract terms. Timely action is necessary to maintain progress toward awarding and transitioning contracts in accordance with the State-mandated CAP timeline.

City Council should consider the following priorities:

- Reasonable Pricing Structure Relative to Services Provided
- Service Quality and Reliability
- Compliance and Regulatory Alignment
- Local Economic Impacts
- Long-Term Rate Stability
- Community Engagement
- Innovation, Infrastructure & Sustainability
- Workforce Reliability, Minimizing the Risk of Labor Stoppages
- New Contract Transition Timeline for All Proposed Firms (i.e., Customer Data Evaluation, Customer Service Level Assessment, Equipment Purchases, SB 1383 Education and Outreach Campaign, Citywide SB 1383 Collection Service Rollout, including the transition and replacement of waste containers)

The overarching objective of the procurement process is to secure regulatory compliance, operational reliability, cost-effective service delivery, and alignment with the City's sustainability goals. Staff requests City Council direction to finalize service agreement terms with a selected provider for Solid Waste contract award.

Attachments:

- Attachment 1 – PowerPoint Presentation
- Attachment 2 – RFP Baseline Required Services
- Attachment 3 – Draft Franchise Agreement
- Attachment 4 – Final Proposal Analysis and Ranking
- Attachment 5 – CR&R Final Proposal

- Attachment 6 – Republic Services Final Proposal
- Attachment 7 – Valley Vista Services Final Proposal
- Attachment 8 – CalRecycle Letter
- Attachment 9 – CalRecycle Fullerton CAP

cc: City Manager Eddie Manfro

SOLID WASTE MANAGEMENT SERVICES RFP SELECTION

September 15, 2026

RFP Latest Status

- At the June 30 City Council meeting, staff was directed to advance three selected firms for further consideration
- In addition, the City Council lifted the communication embargo, allowing direct communication with the proposers to discuss contract priorities.
- A request for two Community Meetings was established to gather input and feedback.

SELECTED FIRMS
CR&R Environmental Services
Republic Services
Valley Vista Services

Base Requirements of the RFP

Three-Container Collection (all sectors serviced)	Delivery & Capacity Guarantees	Commercial & Downtown District
Temporary C&D (industrial service)	Bulky Items & Abandoned-Item Control	City Facilities & Events
Recurring Community Programs	SB 1383 Compliance Support	Fleet & Equipment
Personnel & Customer Service	Public Education & Billing	Reporting, Performance & Guarantees



Firm Name	Pricing	Comparable City	Union Workforce	Key Enhancements & Community Benefits
CR&R Env. Services Stanton	Res $30.66/Sen $27.60 Comm $256.67 **Pricing Ranking: 2nd Place**	138,000 Orange	Union	**$4M Road Improvement Investment. $100,000 Community Sponsorship, , $300K Beautification & Maintenance, $10KScholarships, $5K Internships, Residential Billing at No Charge, Guaranteed SB 1383 Procurement Target, Free Extra Recycling Cart, Free Residential Pails & Commercial Indoor Containers, Quarterly Residential Curbside HHW and Textile Collection, Unlimited Residential and Monthly Multi-Family Bulky Item Collection at peak periods, Curbside Bagged Compost, Downtown Enclosure Refurbishment & Porter Service, Multifamily Standard Rate, 2 Olyns Cubes, 10KReusable Cups**
Republic Services Anaheim	Res $30.42/Sen $18.68 Comm $256.67 **(2x-6x/Wk Frequency-Compactor-Pull Out Service Increase)** **Pricing Ranking: 3rd Place**	172,000 Garden Grove	Union	**$4.25M Roads & Infrastructure Investment, $240K Community Sponsorship, $42.5K Downtown Cleaning, Residential Billing at No Charge, $75K SB 1383 Procurement Target Contribution, Unlimited Residential & Multifamily Bulky Item Collection, Downtown Weekly Cleaning**
Valley Vista Services City of Industry	Res $26.39/Sen $17.05 Comm $267.99 **Pricing Ranking: 1st Place**	105,000 El Monte	Non-Union	**$98K Community Sponsorship, Downtown Operation Sparkle Citywide Seep & Enclosure Updates at No Charge with Porter Service, $250K SB 1383 Procurement Support & Unlimited Compost/Mulch, Free Extra Recycling Carts, Free Kitchen Pails, SHARPS Mail Back Program, Unlimited Residential & Multifamily Bulky Item Collection, 20 Bags Incidental Waste Per Yr, 2-Container Collection, Dedicated City Office, New Fleet, No Cost Street Sweeping**

SB 1383 Transition Plan Expectations

Staff communicated the State's and the City's SB 1383 transition plan expectations with all firms during the interview phase of the RFP process in January 2026.

Transition Plan Expectations – An Effective and Methodical Approach

1. Customer Data Evaluation and Revision
2. SB 1383 Education and Outreach Campaign
3. Customer Service Level Assessment and Waivers
4. SB 1383 Compliant Container Exchange/Delivery
5. Citywide SB 1383 Collection Service Complete Rollout

SB 1383 Transition Plan Review

Firm Name	Proposed Plan
CR&R Env. Services	Credible and specific: Biweekly City coordination, vehicles ordered the day after Council approval, and Sustainability Team visits to every Multifamily and Commercial account by December 31, 2026.
Republic Services	More comprehensive and robust transition strategy required: The well-intentioned accelerated plan does not align with the State's and City's expectations. The company confirmed Citywide container transition to meet the New or As-New age and SB1383 compliance requirement.
Valley Vista Services	Most specific in the field: Monthly and then biweekly City coordination, at least ten community meetings between April and June 2027, three Citywide mailers, City Hall customer service staffing, and Operation Sparkle – a Citywide abandoned-item sweep two weeks before service begins, plus Downtown enclosure power washing ant gate painting during the equipment swap at no cost.

Revised RFP Process and Timeline

**Italicized sections indicate revised activities and dates*

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Present Final Recommendation to City Council	*September 15, 2026*
Finalize Agreement with Recommended Firm	*TBD*
Finalize Equipment Purchase and Roll-Out Plan	*TBD*
Present Finalized Agreement to Council	*TBD*
Selected Firm Orders Equipment	**TBD**
Roll Out of Commercial Program	**July 1, 2027**
Roll Out of Residential Program	**July 1, 2027**

**Bolded sections indicate firm timeline requirements for the City to meet the CAP deadline*

CalRecycle CAP Compliance

- CA Dept. of Resources Recycling and Recovery - Corrective Action Plan
  - City received a final CAP extension until June 30, 2027, under the contingency of a completed RFP process that will comply with SB 1383
  - Staff provided an update to the State following the June 30, 2026, City Council meeting to address their concerns and outline the City's renewed compliance efforts, which established a revised schedule to meet the CAP milestone timeline and, ultimately, the final implementation deadline of July 1, 2027. The State responded by approving the revised schedule with expectations for an expeditious negotiation and contract award process.
  - Continued non-compliance could result in cancellation of the CAP and initiation of a Compliance Review audit, which may lead to penalties ranging from $500 to $10,000 per violation per day

Deliberation Priorities

- Reasonable Pricing Structure Relative to Services Provided
- Service Quality and Reliability
- Compliance and Regulatory Alignment
- Local Economic Impacts
- Long-Term Rate Stability
- Community Engagement
- Innovation, Infrastructure & Sustainability
- Workforce Reliability, Minimizing the Risk of Labor Stoppages

Community Feedback

Overall Community Sentiment

- Residential Feedback: Mixed, leaning slightly negative regarding current service reliability but strongly positive regarding bulky item pickup
- Commercial Feedback: Mostly negative, with consistent concerns about current overage billing, shared container management, missed pickups, and lack of durable solutions
- Environmental Feedback: Strong interest in composting, sustainability, and waste-reduction programs

Overall Community Priorities

- Reliable, consistent collection (all streams)
- Transparent pricing and fair billing practices
- Unlimited bulky item options
- Strong customer service and rapid problem resolution
- Environmentally responsible operations and expanded organics programs
- Clear policies for shared commercial containers and overage documentation
- Accessible communication channels and dedicated representatives

- Community Preferences: Hauler preferences varied widely. CR&R viewed positively for being local, community oriented, and environmentally advanced facilities. Valley Vista was favored for an updated fleet and community focused, but concern about lack of unionization. Republic Services supported for service history, union workforce, and strong opposition for service failures and billing issues.

Proposed Motion

Provide direction regarding the selected proposer, authorize staff to negotiate the final contract terms, and direct staff to return to the City Council for final contract approval.

Questions?



Baseline Required Services

City of Fullerton · RFP #2526-RFP-003 and Draft Franchise Agreement

Informational Summary for City Council · July 6, 2026

The services and actions below are required of the franchise hauler as established by City staff in the RFP and Draft Franchise Agreement. Every proposing firm must provide them — they are the baseline against which each firm's "above and beyond" enhancements are measured. Items are grouped to keep the list concise. City fees are addressed in a separate summary.

A. Three-container collection (all sectors)

Weekly refuse, recycling, and organics collection at ~28,768 residential and ~1,991 commercial premises, in SB 1383 standard-compliance colors and signage with per-container customer ID.

- Residential: cart-size options (35/65/95), senior low-volume discount, manure-bin collection, extra-cart service, and walk-out service (verified disability).
- Commercial / large multi-family: bin service (in multiple sizes), split-bin option, and scout/push-out service.
- All sectors: missed-collection make-up and overfilled-container handling.

B. Delivery & Capacity guarantees

Deliver all material to Approved Facilities with no commingling of Fullerton waste with other cities, and provide guaranteed organics processing and landfill-diversion capacity at permitted facilities for the full term.

C. Commercial & Downtown District

Right-size containers and frequency per generator; provide a commercial organics program with de minimis / space-constraint waiver support; and in the Downtown District provide shared-service fixed pricing, keep enclosures and a 10-foot radius debris-free (power-washed weekly, steam-cleaned annually), and keep the Downtown account list current with the City.

D. Temporary & C&D (industrial)

Provide temporary cleanup/construction bins and roll-off boxes (with dry-run/standby and right-of-way rules); C&D debris is diverted at the 65% CALGreen minimum and reported through City-designated software.

E. Bulky items & abandoned-item control

Provide 4 free residential bulky collections per year (unlimited items) plus unlimited commercial, diverted per the reuse → disassembly → recycle → disposal hierarchy; weekly "hot spot" sweeps, 24-hour on-call removal, and monthly collection of City-consolidated items at the City Yard — all at no cost.

F. City facilities & events

Provide free SB 1383-compliant service at 31 City facilities, plus free service and event boxes at 9 major annual events and smaller events.

G. Recurring community programs

Holiday tree collection (3 weeks after Dec 25); an annual HHW event (minimum 4 hours); bi-annual hauler-staffed shredding events; a seasonal bulk compost give-away (≥250 tons, at least one delivery per week for 8 weeks) and an annual drive-thru bagged-compost event; and assistance developing the City's disaster/waste-mitigation plan.

H. SB 1383 compliance support

Route reviews and waste generation/characterization studies at the required frequency; container contamination monitoring and response; a guaranteed minimum contractor recycling rate; edible-food-recovery program assistance; organics-recycling waiver processing; a dedicated recycling coordinator; and AB 939 indemnification/guarantee.

I. Fleet & equipment

All vehicles "as-new," no older than 12 years, DMV-registered with annual City inspection; GPS with location reporting, pedestrian/cyclist safety-warning systems, and cameras with at least 30-day storage; RNG encouraged for SB 1383 procurement; new or "as-new" containers in SB 1383 colors, graffiti/damage remedied within 3 days, with container inspections beginning in year 5.

J. Personnel & customer service

Uniformed, identified, screened, and trained field staff (removed at City request if unsatisfactory); a government liaison; local office hours and telephone service standards; complaint documentation and resolution; and same-day response to service issues.

K. Public education & billing

An outreach program at hauler expense (AB 939 / 341 / 827 / 1826 and SB 1383), at least 2 newsletters per year, up to 2 City-directed messages per year, a pre-rollout campaign, an annual progress report, plastic-bag recycling education, and use of City logos/slogans. The City continues residential billing (with a bid-alternate for per-unit hauler billing) while the hauler direct-bills commercial and temporary service under statement-minimum, service-credit, and computerized-account rules.

L. Reporting, performance & guarantees

Monthly, quarterly, and annual reports (tonnage, diversion, AB 341/1826/SB 1383 compliance, and gross receipts) via City software; bi-annual performance reviews plus a customer-satisfaction survey, with liquidated damages for missed standards; and a $250,000 performance surety, $50,000 cash bond, the full insurance suite, and a business license.

Sources: City of Fullerton RFP #2526-RFP-003 (Section 4, Solid Waste Management Specifications) and Draft Franchise Agreement (Sections 8–18). City fees are covered in the companion "City Fees — Council Summary."

AGREEMENT

BETWEEN

CITY OF FULLERTON

AND

FOR

SOLID WASTE HANDLING SERVICES
EFFECTIVE MARCH 2, 2026

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AGREEMENT

This Agreement ("Agreement") is entered into to be effective as of March 2, 2026, by and between the CITY OF FULLERTON, a California municipal corporation ("City"), and [_____] ("Contractor") to provide an exclusive franchise for Solid Waste Handling Services within the City. City and Contractor are referred to collectively as the "Parties" and individually as a "Party."

R E C I T A L S:

A. The Legislature of the State of California, by enactment of AB 939, has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all Solid Waste within their jurisdictions.

B. Pursuant to California Public Resources Code Section 40059(a)(1), the City Council of the City has determined that the public health, safety and welfare require that an exclusive franchise agreement be awarded to a qualified Solid Waste enterprise for Solid Waste Handling Services within the City Limits.

C. It is the intent of the Parties that Contractor, and not the City, shall be solely responsible for establishing and collecting all charges for Solid Waste Handling Services provided by Contractor pursuant to this Agreement, subject to maximum rates for services which have been agreed upon as part of the consideration for the City's grant of the exclusive franchise rights set forth herein.

D. City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, Recycling, processing, and disposal of Solid Waste, including AB 939, AB 341, AB 1594, AB 1896, SB 1383, the Resource Conservation and Recovery Act ("RCRA" – 42 U.S.C. § 6901 et. seq.), and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA" – 42 U.S.C.§ 9601 et. seq.) City and Contractor desire to leave no doubts as to their respective roles, and to memorialize that by entering into this Agreement City is not thereby becoming an "arranger" or a "generator" as those terms are used in CERCLA, and that it is Contractor, not City, who is "arranging for" the Collection, transport for disposal, composting, and Recycling of municipal Solid Waste in the City which may contain Hazardous Substances. City and Contractor understand and agree that it is Contractor, and not City, who will arrange to Collect Solid Waste, that City has not, and, by this Agreement does not, instruct Contractor on its Collection methods, nor supervise the Collection process, nor do the Parties intend to place title to such Solid Waste in City, but rather intend that whatever, if any, title in and to such Solid Waste that otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Contractor, and further that if Contractor gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. By entering this Agreement, City and Contractor further desire to confirm that Contractor has agreed to indemnify the City in connection with any claims relating to the inadvertent or intentional Collection, transportation and/or disposal by Contractor of Hazardous Contaminants that may occur in connection with Contractor's performance under this Agreement in accordance with the terms and conditions set forth herein.

E. Contractor has agreed, as part of this Agreement, to provide such services as are necessary or desirable to ensure that City complies with the requirements of all Applicable Laws.

C O V E N A N T S:

Based upon the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by each of the Parties, City and Contractor hereby agree as follows:

SECTION 1.
RECITALS

The Parties acknowledge the above recitals are true and correct and incorporate them herein as if they were fully restated.

SECTION 2.
DEFINITIONS

Whenever any term used in this Agreement has been defined by the California Public Resources Code or the California Code of Regulations, the definition of such term set forth therein shall apply unless the term is otherwise defined in this Agreement.

2.1 AB 341

"AB 341" shall mean Assembly Bill 341 from the 2011-2012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

2.2 AB 939

"AB 939" shall mean the California Integrated Waste Management Act of 1989, currently codified as California Public Resources Code Section 40000 et seq., as it may be amended from time to time.

2.3 AB 1594

"AB 1594" shall mean Assembly Bill 1594 from the 2013-2014 Regular Session of the California Legislature (Chapter 719, Statutes 2014).

2.4 AB 1826

"AB 1826" shall mean Assembly Bill 1826 from the 2013-2014 Regular Session of the California Legislature (Chapter 727, Statutes 2014).

2.5 Affiliate

"Affiliate" shall mean a business in which Contractor owns a direct or indirect ownership interest, a business (including corporations, limited and general partnerships and sole proprietorships) which has a direct or indirect ownership interest in Contractor and/or a business which is also owned, controlled or managed by any business or individual which has a direct or

indirect ownership interest in Contractor. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply; provided, however, that (i) "ten percent (10%)" shall be substituted for "fifty percent (50%)" in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and (ii) Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded, and percentage interests shall be determined on the basis of the percentage of voting interest or value which the ownership interest represents, whichever is greater.

2.6 Animal Waste

"Animal Waste" shall mean animal carcasses, dead animals, and/or parts or portions of dead animals. Animal Waste shall not include manure.

2.7 Applicable Laws

"Applicable Laws" shall mean all federal, state, county, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over an aspect of this Agreement that are in force on the Effective Date, and as may be enacted, issued or amended thereafter, including without limitation City's Municipal Code, AB 939, AB 341, AB 1594, AB 1896, SB 1383, and 14 CCR, Division 7, Chapter 12.

2.8 Approved Facility/ies

"Approved Facility" or "Approved Facilities" shall have the meaning set forth in Section 8.1.8 hereof.

2.9 Billings

"Billings" or "Billing" or "Bill" shall mean the statements of charges provided to Customers for services rendered by Contractor pursuant to the terms of this Agreement.

2.10 Bins

"Bins" shall mean a Container, including dumpsters, compactors, and any similar such devices with a capacity of between approximately one and one-half (1½) and eight (8) cubic yards.

2.11 Bulky Items

"Bulky Items" shall mean Solid Waste comprised of individual object that cannot and/or would not typically be accommodated within a Cart, and/or that cannot easily fit into compaction units of front-loader Collection Vehicles, including specifically: furniture (including chairs, sofas, mattresses, and rugs); appliances (including refrigerators without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances and other similar items, commonly known as "white goods"); residential wastes (including wood waste, tree branches, scrap wood, in the aggregate not exceeding one cubic yard per Collection); and clothing. For purposes of this Agreement, and notwithstanding any provision hereof to the contrary, Bulky Items

shall specifically include "covered electronic waste" (as that term is defined in the California Code of Regulations) including discarded stereos, televisions, computers and monitors, cellular phones, and other similar type of equipment and products. Bulky Items do not include car bodies, car batteries, C&D Debris or (with the exception of appliances/white goods described above) items that cannot reasonably and safely be loaded and unloaded into a vehicle by two people using equipment of the type which, pursuant to industry standards, would normally be carried in a vehicle used in Collecting Bulky Items. In the event a question arises as to whether a specific item, or category of items meets the definition of Bulky Items, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

2.12 C&D Debris

"C&D Debris" shall mean Solid Waste generated, produced, or discarded in connection with construction, demolition, landscaping, land clearing, or similar activities within the City, including materials such as, but not limited to, concrete, plaster, drywall, Yard Waste, wood, wood scraps, dirt, rock and rubble, without regard to whether such materials are Recycled.

2.13 CalRecycle

"CalRecycle" shall mean the State of California Department of Resources Recycling and Recovery, the department within the State Natural Resources Agency responsible for the administration of the Integrated Waste Management Act of 1989, California Public Resources Code Section 40000 et seq.("Act"), or any successor department or agency created or designated for such purpose pursuant to the Act.

2.14 Cart

"Cart" shall mean a plastic Container with a capacity of between approximately thirty-five (35) to ninety-six (96) gallons, having a hinged lid and wheels and serviced by an automated or semi-automated process, as opposed to a manual process of lifting and dumping.

2.15 City

"City" shall have the meaning ascribed in the Preamble of this Agreement.

2.16 City Council

"City Council" shall mean the City Council of City.

2.17 City Indemnitees

"City Indemnitees" shall mean the City and its past and present elected and appointed officials, officers, commissions, boards, members, employees, representatives, agents, consultants, and volunteers.

2.18 City Limits

"City Limits" shall mean the territorial boundaries of the City together with all amendments and changes thereto, which boundaries are depicted on maps, incorporated herein by reference, that are kept on file in the office of the City Clerk of the City, and which are from time to time amended to reflect changes.

2.19 City Manager

"City Manager" shall mean the City Manager of the City or his or her designee. Without limiting the City Manager's ability, consistent with his/her lawful powers, to appoint any City staff member as his/her designee in connection with any aspect of this Agreement, or to change the following designation, the Public Works Director is presumed to be the City Manager's designee in connection with any operational issues addressed herein.

2.20 Clean Up Project

"Clean Up Project" shall mean occasional efforts whereby a Customer cleans up its Premises, and in the process desires to remove unwanted items (such as Bulky Items, household items, cloths, furnishings, and similar items that technically meet the definition of Solid Waste) from its premises, and hires a Junk Hauler to assist in doing so. The activities involved in a Clean Up Project, and the related activities of a Junk Hauler, might otherwise fit the definition of Temporary Services, with the difference being that Junk Haulers (not Customers) must, as part of the services provided, load Solid Waste to be Collected into a vehicle or vehicle trailer, as opposed to Customers placing Solid Waste into a Container and arranging for Collection when the Customer has completed loading the Container.

2.21 Collect/Collection

"Collect" or "Collection" shall mean to take physical possession of, transport, and remove Solid Waste from a Premises.

2.22 Collection Vehicle

"Collection Vehicle" shall mean vehicles used by Contractor for the Collection of Solid Waste.

2.23 Commercial Customer(s)

"Commercial Customer(s)" shall mean all Customers at Commercial Premises.

2.24 Commercial Premises

"Commercial Premises" shall mean property upon which a business activity is conducted, including but not limited to retail sales, services, manufacturing, assembling, storage, or wholesale operations, but excluding businesses conducted upon Residential Premises that are permitted under applicable zoning regulations and that do not constitute the primary use of the property. Commercial Premises include Premises upon which the following exist: Multi-Family Dwellings,

hotels, motels, assisted living facilities, convalescent centers, nursing homes, churches and private schools.

2.25 Container

"Container" shall mean any and all types of Solid Waste receptacles, including Carts, Bins and Rolloff Boxes.

2.26 Contractor

"Contractor" shall have the meaning ascribed in the Preamble of this Agreement, or any Party pursuant to the terms hereof permitted to become the successor or assignee thereof.

2.27 County Agreement

"County Agreement" shall mean that certain Waste Disposal Agreement originally entered in 2009, and amended in 2015, as the same may be amended from time to time, between various Orange County cities, including specifically the City of Fullerton, and the County of Orange relating to the use of the County's landfills for the disposal of Solid Waste Collected in such cities, and which is on file in the office of City's City Clerk.

2.28 CPI

"CPI" shall mean the Consumer Price Index for All Urban Consumers, not seasonally adjusted, all items index (CPI-U) – All items in Los Angeles-Long Beach-Anaheim (CUURS49ASA0). Should this index no longer be published at any time during the Term, the City Manager and Contractor shall in good faith attempt to agree upon such other index to apply to this Agreement that most reasonably reflects the forgoing, and in the event that after 60 days no such agreement is reached the City Council will select an index that it believes best reflects the intent hereof, with such decision being final.

2.29 Customer

"Customer" or "Customers" shall mean any Person receiving Solid Waste Handling Services from Contractor within the Franchise Area.

2.30 DMV

"DMV" shall mean the California Department of Motor Vehicles.

2.31 Downtown District

"Downtown District" shall mean that certain area in the City identified on attached Exhibit B, which is comprised of a map identifying the Downtown District, and the businesses located therein, which are listed as part of Exhibit B along with their relevant characteristics, which map and list may amended from time to as more fully set forth herein.

2.32 Dwelling Unit

"Dwelling Unit" shall mean one or more rooms designed for occupancy, living and sleeping purposes and containing kitchen facilities or an area designed for the preparation of food.

2.33 Effective Date

"Effective Date" shall mean March 2, 2026, the date upon which the City Council voted to adopt a Resolution by which to approve this Agreement, and upon which date this Agreement shall become legally binding upon the Parties.

2.34 Environmental Laws

"Environmental Laws" shall mean all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, CERCLA, RCRA, the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq.; the Federal Water Pollution Control Act, 33 USC §1251 et seq.; the Federal Clean Air Act, 42 USC §7401 et seq.; the Toxic Substances Control Act, 15 USC §2601 et seq.; the Oil Pollution Act, 33 U.S.C. § 2701 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq.; the Occupational Safety and Health Act, 29 USC §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the Carpenter-Presley-Tanner Hazardous Substance Account Act, California Health and Safety Code §78000 et seq.; the Hazardous Materials Release Response Plans & Inventory Act, California Health and Safety Code § 25500 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.; the Toxic Mold Protection Act, California Health & Safety Code § 26100, et seq.; the California Underground Storage of Hazardous Substances Laws, Chapter 6.7 of Division 20 of the California Health and Safety Code, §25280 et seq.; California Law governing the Above Ground Storage of Petroleum, Chapter 6.67 of Division 20 of the California Health and Safety Code, §25270 et seq.; and California law governing Hazardous Material Release Cleanup, Chapter 6.10 of Division 20 of the California Health and Safety Code, § 25403 et. seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

2.35 Food Waste

"Food Waste" shall mean a subset of Organic Waste comprised of (i) any type of food (including without limitation fruits, vegetables, meat, poultry, seafood, bones, rice, beans, pasta, bread, dairy products), (ii) food soiled paper (for example, napkins, paper towels, and paper plates that are contaminated with food), and (iii) tea bags, coffee grounds, and coffee filters.

2.36 Franchise Area

"Franchise Area" shall mean all Premises within the City Limits, including Premises which may be annexed and thereby added to the City Limits following the Effective Date.

2.37 Franchise Fee

"Franchise Fee" shall mean the franchise fee set forth and more fully defined in Section 11.3 hereof.

2.38 Gross Receipts

"Gross Receipts" shall mean and include all monies, fees, charges, consideration, and revenue received by Contractor, in connection with, arising from, or in any way attributable to the Solid Waste Handling Services carried out by or on behalf of Contractor pursuant to this Agreement. Gross Receipts includes, without limitation, (i) monthly or quarterly Customer charges that are received by Contractor for Collection of Solid Waste, without subtracting Franchise Fees, and (ii) fees imposed and collected pursuant to this Agreement. Gross Receipts does not include revenue from the sale of Recyclable Material, Organic Waste, and other material that is diverted from disposal.

2.39 Hazardous Contaminant

"Hazardous Contaminant" shall mean any "hazardous material," as that term is defined under California Health & Safety Code Sections 25260 and 25501(n); any "hazardous substance," as that term is defined herein or under California Health & Safety Code Sections 25281(h) and 78075(a), and under Title 42, Section 9601(14) of the United States Code; any "hazardous waste," as that term is defined herein and under Title 42, Section 6903(5) of the United States Code and under California Health & Safety Code Section 25117; any chemical which the Governor has identified as a chemical known to the State to cause cancer or reproductive toxicity pursuant to California Health & Safety Code Section 25249.8; any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to the above-referenced statutory and regulatory provisions made before or after the date of execution of this Agreement.

2.40 Hazardous Substance

"Hazardous Substance" shall mean any of the following: (a) any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances," "Hazardous Materials," "Hazardous Wastes," "Toxic Waste," or "Toxic Substances" or similarly identified as being hazardous to human health or the environment, in or pursuant to (i) CERCLA; (ii) the Hazardous Materials Transportation Act, 49 USC §5101, et seq.; (iii) RCRA; (iv) the Federal Water Pollution Control Act, 33 USC §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 78075; (vi) California Health & Safety Code §§ 25260 and 25501(n); (vii) the Clean Air Act, 42 USC §7401 et seq.; and (viii) California Water Code §13050; (b) any substances identified in any and all amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified and/or regulated as hazardous or toxic under any other applicable federal, state or local laws or regulations, including any of the Environmental Laws, currently existing or hereinafter enacted, including, without limitation, any asbestos or asbestos-containing material, polychlorinated biphenyl's ("PCBs"),

any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof, any natural gas and/or synthetic fuel products, and by-products thereof.

2.41 Hazardous Waste

"Hazardous Waste" shall mean all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §25110.02, §25115 and/or §25117, or in the future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection Agency (EPA), pursuant to RCRA, all future amendments thereto, and all rules and regulations promulgated thereunder.

2.42 HHWE

"HHWE" shall mean the Household Hazardous Wastes Element of the City's General Plan.

2.43 Holiday

"Holiday" shall mean the following National holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day; provided, however, Contactor may propose additional or different Holiday's if necessary to conform this Agreement to its labor agreement(s), and such changes may occur if approved in writing by the City Manager subject to his/her reasonable discretion.

2.44 Household Hazardous Waste

"Household Hazardous Waste" shall have the meaning set forth in California Health and Safety Code Section 25218.1(f).

2.45 Junk Hauler

"Junk Hauler" shall mean a Person or entity holding a business license that Collects unwanted materials from Clean Up Projects (such as Bulky Items, household items, cloths, furnishings, and similar items that technically meet the definition of Solid Waste) and transports them to one or more lawful locations for disposal, processing, recycling, resale, or reuse. Junk Haulers' activities in connection with a Clean Up Project might otherwise fit the definition of Temporary Services with the difference being that Junk Haulers (not Customers) must, as part of the services provided, load Solid Waste to be Collected into a vehicle or vehicle trailer, as opposed to Customers placing Solid Waste into a Container and arranging for Collection when the Customer has completed loading the Container. Junk Haulers may not use vehicles commonly referred to as "front loaders" or "side loaders" by Solid Waste Enterprises in connection with the services they provide.

2.46 Multi-Family Dwelling

"Multi-Family Dwelling" shall mean any building or lot containing more than one Dwelling Unit at which Contractor determines (and City agrees) the Dwelling Units should receive Solid Waste Handling Services through the use of shared Bins, since Customers at such Premises

are not reasonably able to store Carts or otherwise receive individualized Solid Waste Handling Services through the use of the automated Collection system utilizing Carts, as contemplated by this Agreement for Single Family Dwellings. While it is anticipated that the definition of Multi-Family Dwellings (and related services required by this Agreement) will apply to Premises upon which more than four (4) Dwelling Units exist, any ambiguity as to whether a Customer's Premises qualifies for purposes of this Agreement as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by the City Manager, using this definition as a guide, whose decision shall be final. Multi-Family Dwellings are deemed to be Commercial Premises for purposes of this Agreement.

2.47 Municipal Code

"Municipal Code" shall mean City's Municipal Code of Ordinances and all uncodified ordinances duly adopted by City, as such may be amended from time to time.

2.48 NPDES

"NPDES" shall mean the National Pollutant Discharge Elimination System.

2.49 Operative Date

"Operative Date" shall mean July 1, 2027, the date upon which the Collection services contemplated herein shall commence.

2.50 Organic Waste Cart

"Organic Waste Cart" shall mean a Cart designated for the Collection of Organic Waste.

2.51 Organic Waste Processing Facility

"Organic Waste Processing Facility" shall mean a facility which processes Organic Waste in a manner that complies with all Applicable Laws.

2.52 Organics Recycling Waiver

"Organics Recycling Waiver" shall mean a waiver granted to a Customer by City pursuant to SB 1383.

2.53 Percentage Change in CPI

"Percentage Change in CPI" shall mean the percentage change in the CPI for the 12 month period ending on the immediately preceding date of December 31.

2.54 Person

"Person" shall mean any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California or any subdivision thereof.

2.55 Premises

"Premises" shall mean any land, building, and/or structure within the City Limits where Solid Waste is generated or accumulated.

2.56 Qualified Disabled Customer

"Qualified Disabled Customer" shall mean a Residential Customer who (1) holds a DMV-issued disabled Person placard/license plates, and (2) provides a letter to Contractor from a physician confirming: (i) the Customer is unable to move his/her Carts from their normal location for storage to the location where they are to be Collected by Contractor, and (ii) that to the best of the physician's knowledge there is no other capable Persons living in Customer's household to provide this service. Contractor may require a Customer to provide a letter from a physician on an annual basis demonstrating that the Customer continues to meet the definition of Qualified Disabled Customer. Any dispute as to whether a Customer is a Qualified Disabled Customer shall be resolved by the City Manager, whose determination shall be final.

2.57 Qualified Senior Citizen

"Qualified Senior Citizen" shall mean a Residential Customer who is at least 65 years old, and is either: (i) both the owner (as shown on the County Assessor's rolls) and a full time resident (as applicable to residency requirements for State income tax purposes) of the Single Family Dwelling at which Solid Waste Handling Services is to be provided, or (ii) both a lessee who is obligated for payment of rent at, and a full time resident of, such Single Family Dwelling. Contractor may require a Customer to present reasonable documentation demonstrating that the Customer meets the definition of Qualified Senior Citizen. Any dispute as to whether a Customer is a Qualified Senior Citizen shall be resolved by the City Manager whose determination shall be final.

2.58 Recycle or Recycling

"Recycle" or "Recycling" shall mean the process of Collecting, sorting, cleaning, treating and reconstituting materials that would otherwise be disposed of and returning these materials to the economic mainstream in the form of raw materials for new, reused or reconstituted products.

2.59 Recyclable Material

"Recyclable Material" or "Recyclables" shall mean that Solid Waste discarded within the Franchise Area which is capable of being Recycled.

2.60 Recycling Cart

"Recycling Cart" shall mean a Cart designated for the Collection of Recyclable Material.

2.61 Refuse

"Refuse" shall mean that Solid Waste which the Applicable Laws do not require be Collected in a Container designated for the Collection of Recyclable Material or Organic Waste.

2.62 Refuse Cart

"Refuse Cart" shall mean a cart designated for the Collection of Refuse.

2.63 Residential Customers

"Residential Customers" shall mean all Customers at Residential Premises.

2.64 Residential Premises

"Residential Premises" shall mean all Premises upon which Single Family Dwelling Units exist.

2.65 Rolloff Box

"Rolloff Box" shall mean Solid Waste Collection Containers of ten (10) yards or larger, including compactors.

2.66 SB 1383

"SB 1383" means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time. For the purposes of this Agreement, SB 1383 specifically includes the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in November 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR, as they may be amended from time to time.

2.67 Single Family Dwelling

"Single Family Dwelling" shall mean a building or lot containing one Dwelling Unit, and for purposes of this Agreement includes individual Dwelling Units at a building or and lot upon which more than one Dwelling Unit exists where each such Dwelling Unit is determined by the City to be reasonably able to receive individualized Solid Waste Handling Service by the automated process utilizing Carts contemplated herein. While it is anticipated that the definition of Single Family Dwelling (and related services required by this Agreement) will apply at Premises upon which four (4) or fewer Dwelling Units exist, any ambiguity as to whether a Customer's Premises qualifies for purposes of this Agreement as a Single Family Dwelling or Multi-Family Dwelling shall be resolved by the City Manager, using this definition as a guide, whose decision shall be final.

2.68 Solid Waste

"Solid Waste" shall mean and include all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, construction waste,

industrial waste, commercial Solid Waste, Bulky Items, and any other discarded solid, semisolid, and liquid waste permitted to be disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in the California Code of Regulations, as it may be amended from time to time. Solid Waste does not include Hazardous Contaminants, Hazardous Substances, Hazardous Waste, Household Hazardous Waste, low-level radioactive waste, untreated medical waste, or Special Wastes. Solid Waste includes Refuse, discarded Recyclable Materials, and Organic Waste.

2.69 Solid Waste Handling Services

"Solid Waste Handling Services" shall mean the Collection, and thereafter the transfer, transport, Recycling, processing, and disposal of Solid Waste generated at Premises within the Franchise Area.

2.70 Special Wastes

"Special Wastes" shall mean waste materials including sewage, sludge, industrial sludge, asbestos, auto bodies, tires, used motor oil, Animal Waste, explosive substances, radioactive materials, and other materials which may not be disposed of at a Class III landfill, or which require special handling.

2.71 SRRE

"SRRE" shall have the meaning ascribed in Section 8.6.1(a) of this Agreement.

2.72 Temporary Cleanup Bins

"Temporary Cleanup Bins" shall mean three (3) cubic yard Bins used in connection with Temporary Service for Collection of Solid Waste that does not include C&D Debris.

2.73 Temporary Construction Bins

"Temporary Construction Bins" shall mean three (3) cubic yard Bins used in connection with Temporary Service for Collection of C&D Debris.

2.74 Temporary Service

"Temporary Service" shall mean Solid Waste Handling Services using Bins or Rolloff Boxes on an as-needed and temporary basis in conjunction with construction, demolition, cleanup or other similar projects.

2.75 Term

"Term" shall have the meaning ascribed in Section 6 of this Agreement.

2.76 Walk-Out Service

"Walk-Out Service" shall mean a service by which rather than a Customer placing Carts out for Collection at the designated Collection location, Contractor accesses the Customer's

backyard, side yard, or such other location where the Customer's Carts are stored, and moves them to the location designated for Collection; and, following Collection, returns such Carts to the location upon the Customer's Premises where they are stored.

2.77 Yard Waste

"Yard Waste" shall mean all leaves, grass cuttings, and shrubs that accompany routine household or property maintenance functions.

2.78 Terms Defined in 14 CCR Section 18982

The following terms used herein are defined in 14 CCR Section 18982, and shall have the meaning defined therein:

2.78.1 Commercial Edible Food Generator

2.78.2 Edible Food

2.78.3 Food Recovery

2.78.4 Food Recovery Organization

2.78.5 Food Recovery Service

2.78.6 Large Event

2.78.7 Large Venue

2.78.8 Organic Waste

2.78.9 Tier One Commercial Edible Food Generator

2.78.10 Tier Two Commercial Edible Food Generator

SECTION 3.
GRANT OF EXCLUSIVE FRANCHISE FOR SOLID WASTE HANDLING SERVICES FOR ALL RESIDENTIAL AND COMMERCIAL PREMISES.

3.1 Grant and Scope of Franchise

Except as hereinafter expressly set forth, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive contract, right, and privilege to Collect and thereafter transport, Recycle, process and dispose of, all Solid Waste (including source separated and discarded Organic Waste and Recyclable Material) generated or accumulated within the Franchise Area. The exclusive franchise, right and privilege granted to Contractor by this Agreement shall be interpreted to be consistent with all Applicable Laws, now in effect and adopted during the Term of this Agreement, and the scope of this Agreement shall be limited by all Applicable Laws. In the event that future interpretations of current law or future enactments limit the ability of City to lawfully grant Contractor the scope of services as specifically set forth

herein, Contractor agrees that the scope of this Agreement will be limited to those services and materials which may be lawfully provided, and that City shall not be responsible for any lost profits claimed by Contractor as a result thereof. Nothing in this Agreement shall be construed as giving Contractor the right to Collect Solid Waste, including specifically Recyclable Material, which has not been discarded and placed for Collection by Contractor in a location designated for that purpose.

3.2 Franchise Rights to Include Right to Use City Rights of Way

The exclusive franchise granted by this Agreement includes the right for Contractor to conduct business on City's rights-of-way as more fully described herein in order to carry out its obligations as set forth in this Agreement, including by: allowing the placement and/or storage of its Containers in rights-of-way; allowing Collection Vehicles to drive at a pace, and repeatedly stop in rights-of-way in a manner which disrupts traffic to the degree reasonably necessary to carry out its obligations hereunder, and which actions would otherwise be prohibited and a violation of laws applicable to the general public; and, Collecting, delivering and otherwise servicing Containers within rights of way and disrupting traffic as may be reasonably necessary to do so. The franchise hereby granted includes the right to encroach on City's rights-of-way for the forgoing purposes, without the need for an encroachment permit being issued to Contractor or its Customers (as would be required of the general public to use City's rights-of-way in a similar manner) in connection with the services Contractor provides hereunder; provided however, Contractor's rights to use the City's rights-of-way may be limited by the City Manager as necessary for the protection of health, safety and public welfare. Notwithstanding the franchise rights granted herein to impede traffic as may be necessary to perform services hereunder, Contractor shall take reasonable steps to schedule Collection of Containers, and otherwise perform its obligations hereunder, in a manner that endeavors to minimize the impact of its business activities on the flow of traffic.

3.3 Matters Excluded from Scope of Franchise

Notwithstanding any other provisions set forth in this Agreement to the contrary, the exclusive franchise granted herein shall exclude:

(a) the Collection, transportation, processing, Recycling and/or disposal of any Solid Waste otherwise within the scope of this Agreement by a Person authorized by the City to act as a self hauler in connection with waste it generates, as that term may be used in the Municipal Code;

(b) the sale or donation of Recyclable Material by the Person or entity that generated such Recyclable Material (the "Generator") to any Person or entity other than Contractor; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration, including without limitation a reduction or discount in price (or other forms of consideration the Generator is required to pay), for the Collection, transportation, transfer, or processing of Recyclable Material to any Person or entity other than Contractor, then such transaction shall not be considered a sale or donation;

(c) any Solid Waste otherwise within the scope of this Agreement which is Collected or transported to a disposal or Recycling facility by City employees in the course and scope of their employment with City;

(d) except as provided otherwise herein, the Collection, transportation, or disposal of Hazardous Contaminants; Hazardous Substances; Hazardous Waste; Household Hazardous Waste; items commonly known in the waste industry as "universal waste" and/or "e-waste"; biohazardous waste; untreated medical waste; infectious waste; Animal Waste; used cooking fats, oils, grease and similar waste; Special Waste; or other materials which do not constitute Solid Waste;

(e) the Collection, transportation, and disposal of C&D Debris by a contractor, handyman, repairman, or other similar service provider, using its own equipment, as an incidental part of the services provided to its Customers, rather than as a hauling service, provided that such waste is not Collected or transported by a third party hired for the primary purpose of Collecting and transporting said materials;

(f) the Collection, transportation and delivery for disposal or processing of Solid Waste generated in connection with Clean Up Projects by Junk Haulers;

(g) the Collection, transportation and delivery of Edible Food recovered for human consumption;

(h) the Collection, transportation, and disposal of Yard Waste and related Solid Waste by a gardener, or landscaper, as an incidental part of the gardening or landscaping services;

(i) the Collection, transportation and delivery for processing of materials that meet the definition of Solid Waste in manners not contemplated by this Agreement, using methodologies not offered by Contractor, which further the obligations of City and Customers to comply with the Applicable Laws, including specifically such laws related to the diversion of Organic Waste from landfill disposal; provided, however, this provision is only intended to apply in unusual situations meeting the foregoing criteria, and any ambiguity as to its application shall be decided by the City Manager, whose decision shall be final; and

(j) the Collection, transfer, transport, Recycling, processing, and disposal of Solid Waste provided by any Person having a legal right to continue doing so, pursuant to Public Resources Code Section 49520, et. seq., or otherwise, as long as and to the extent such legal right continues to exist; except that to the degree any territory in which Contractor has a franchise granted by another governmental entity is annexed into City during the Term, Contractor agrees the provisions of this Agreement shall apply to such territory.

SECTION 4.
ENFORCEMENT OF EXCLUSIVITY

Contractor shall be responsible for enforcing the exclusivity of this Agreement. City shall reasonably assist Contractor in its efforts to enforce the exclusivity hereof. In addition, City shall adopt such ordinances or other regulations as it deems to be necessary or desirable to protect the

exclusive rights granted herein. City shall have the right, but not the obligation, to enforce the exclusivity hereof, including by instituting appropriate legal proceedings, and/or to request that Contractor do so. Contractor shall have an affirmative obligation to enforce such exclusivity provisions when requested to do so by City. Contractor shall reimburse City for its reasonable legal costs, administrative costs (including staff time), or other expenses incurred in connection with City's actions to either enforce the exclusivity hereof, or to assist Contractor in doing so.

SECTION 5.
ACCEPTANCE; WAIVER

Contractor agrees to be bound by and comply with all the requirements of this Agreement. Contractor waives Contractor's right to challenge the terms of this Agreement under federal, state, or local law, or administrative regulation.

SECTION 6.
TERM

The term of this Agreement (the "Term") shall be for the period commencing on the Effective Date, and ending at midnight on June 30, 2037, unless this Agreement is terminated sooner pursuant to Section 18 hereof. Notwithstanding the forgoing, the Term may be extended twice, at City's sole option, including based upon a determination that Contractor has performed its obligations hereunder in an exemplary manner, with each extension of the Term being a period of five (5) years such that the total Term, may be twenty (20) years if both options to extend the Term are exercised by City. The City Manager is authorized to exercise each of the two options to extend the Term, and an extension of the Term occasioned by the exercise of such options shall not need formal action by the City Council so long as it is not inconsistent with any action to the contrary taken by the City Council. Any extension of the Term as a result of the exercise of the options set forth herein shall become effective upon written notice thereof being provided to Contractor prior to the expiration of the Term (or the Term as it may have been extended.)

SECTION 7.
CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The satisfaction of each and all of the conditions set out below as of the Effective Date, each of which may be waived in whole or in part by City in writing, is a condition precedent to the effectiveness of this Agreement:

7.1 Accuracy of Representation

All representations and warranties made by Contractor and set forth in this Agreement shall be accurate, true, and correct on and as of the Effective Date.

7.2 Absence of Litigation

There shall be no litigation pending in any court challenging the award of this Agreement to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.

7.3 Furnishing of Insurance, Bond, Letter of Credit, and Corporate Guaranty

Contractor shall have furnished evidence of the insurance and Surety required by Sections 14 and 15 hereof.

7.4 Effectiveness of City Council Action

The City Council Resolution approving this Agreement shall have become effective pursuant to California law.

7.5 Payment of Fees and Costs

Contractor shall have made payment to City of all fees, costs and other payments due on or before the Effective Date, as more fully set forth in Section 11.

SECTION 8.
SOLID WASTE HANDLING SERVICES PROVIDED BY CONTRACTOR

8.1 General

8.1.1 Equipment

Contractor shall furnish all labor, supervision, materials, supplies, and equipment necessary to provide for all Solid Waste Handling Services required by the terms of this Agreement.

8.1.2 Performance Standards

Contractor shall perform Solid Waste Handling Services as required hereunder in a workmanlike manner consistent with good housekeeping standards, generally accepted standards in the industry, and all relevant provisions of Applicable Laws.

8.1.3 Noise and Disruption

Contractor shall perform Solid Waste Handling Services as required hereunder in such a manner as to minimize noise and other disruptive impacts including, without limitation, those upon traffic. Contractor shall use its best efforts to coordinate its Collection schedules such that street sweeping on any given street shall occur the business day following Collection of Solid Waste by Contractor. If and to the degree it is necessary for Contractor to utilize so called "scout trucks" or similar vehicles to Collect Solid Waste at a given Premises, and then deliver it to and transfer it into a Collection Vehicle, the location at which such Collection Vehicle waits, and at which such transfer/delivery occurs, shall be subject to the City Manager's approval. Any such location approved by the City Manager is subject to change in the City Manager's discretion.

8.1.4 Collection Times

Unless otherwise approved in writing by the City Manager: (i) Contractor shall not commence Collection of Solid Waste at Commercial Premises until 6:00 a.m., nor shall such

activities occur after 9:00 p.m., (ii) Contractor shall not commence Collection of Solid Waste at Residential Premises until 7:00 a.m., nor shall such activities occur after 7:00 p.m., and (iii) Contractor shall not Collect Solid Waste at any Premises on Sundays or Holidays.

8.1.5 Collection Schedule

Contractor shall establish routes for all Customers serviced pursuant to the terms hereof in City, and provide City with maps, or other means satisfactory to City demonstrating such routes. The routes shall be sufficiently identified to reasonably enable the City to assess compliance with its obligations pursuant to the Applicable Laws, including specifically 14 CCR §§ 18984.5 and 18984.6. Contractor shall establish a Collection schedule and both the Collection schedule and routes shall be approved by the City Manager, taking into account the efficiency of routes, such that all Commercial Customers and Residential Customers within the City will have not less than one established Collection day each week. Contractor shall provide notice to each Customer of its established Collection day(s), and shall provide at least 30 day's written notice to Customers of any change in their established Collection day(s). Notwithstanding any provision herein to the contrary, should any established Collection day fall on a Holiday, Contractor shall provide for Collection one (1) day later during the pick-up week, and the regular Collection schedule shall be resumed the following week. A "pick-up week" shall be defined as Monday through Saturday. Contractor may not change its established Collection schedules without obtaining the prior written consent of the City Manager.

8.1.6 Commingling of Routes

Contractor shall not during its Collection process commingle Solid Waste Collected hereunder in a Collection Vehicle with Solid Waste Collected in any other jurisdiction, or on behalf of any other entity operating or existing within City that is not subject to this Agreement, and is specifically prohibited from combining Collection routes related to services provided pursuant to this Agreement with Collection routes for any other jurisdictions it services. Notwithstanding the forgoing, if Contractor utilizes a methodology satisfactory to the City Manager and CalRecycle to account for one or more types of Solid Waste Collected within City being commingled with such Solid Waste Collected from other jurisdictions, and Contractor obtains the written consent of the City Manager to commingle such Solid Waste with Solid Waste Collected from other jurisdictions, Contractor may commingle such Solid Waste in a Collection Vehicle. The City Manager may grant and withdraw his/her consent for such commingling in his/her absolute and sole discretion.

8.1.7 Requirements For Handling of Source Separated Solid Waste

Contractor shall ensure all Solid Waste that is source separated in Containers by material type remains so separated after Collection, and shall utilize Collection Vehicles dedicated for the purpose of Collecting Solid Waste which has been source separated prior to Collection that are designed to ensure that once Collected, such material is not commingled with other Solid Waste.

8.1.8 Requirement to Deliver Solid Waste to the Approved Facilities

Contractor has provided a list of all facilities to which it intends to deliver Solid Waste for disposal or processing, attached hereto as Exhibit C, and has verified that each is properly permitted to process or dispose of the type of materials proposed to be delivered to it (the

"Approved Facilities"). All Solid Waste Collected by Franchisee pursuant to this Agreement shall be delivered to one of the Approved Facilities identified in Exhibit C, except as may be necessitated by a Force Majeure event, or temporary closure not exceeding five (5) business days. In no case may Solid Waste be delivered to a facility that is not properly permitted to handle the type of materials so delivered. Franchisee may update Exhibit C, and the Approved Facilities noted therein, at any time subject to the City Manager's approval, which approval will not be withheld so long as any facility proposed to be added is properly permitted to process or dispose of the type of Solid Waste proposed to be delivered to it in a manner that complies with the Applicable Laws. Notwithstanding anything to the contrary in this subsection, should City exercise its Flow Control Option as set forth in Section 26.1, Contractor shall only deliver Solid Waste to facilities for disposal or processing in a manner consistent therewith.

8.1.9 Implementation, Outreach and Education Plan

Within six (6) months of the Effective Date Contractor shall present a final Implementation, Outreach and Education Plan to the City for approval, which shall have been prepared in coordination with City Staff. The City shall either approve this Plan or provide direction to Contractor for required modifications, and Contractor shall take all such actions as may be necessary to, and shall, secure final approval from City of its Implementation, Outreach and Education Plan on or before November 13, 2026. Contractor shall begin to implement the Implementation, Outreach and Education Plan at a date to be contained therein, which shall not be later than January 8, 2027. Contractor's Implementation, Outreach and Education Plan shall be updated if, and as often as, deemed necessary by City to enable Customers to understand Contractor's various diversion programs, and their obligations under the Applicable Laws, in order to ensure compliance with SB 1383. Contractor shall comply with all programs, requirements and timelines set forth in the approved Implementation, Outreach and Education Plan, as it may be amended from time to time. If at any time following the one (1) year anniversary of the Operative Date City determines that despite Contractor complying with its Implementation, Outreach and Education Plan, less than ninety percent (90%) of Commercial Customers are participating in State mandated programs (such as those set forth in AB 341, AB 1826 and SB 1383), Contractor shall update such Implementation, Outreach and Education Plan to include funding for and working with a Public Education and Outreach Consultant, all in a manner satisfactory to City.

8.1.10 Collection and Replacement of Containers

Contractor shall replace Carts used for Collection at Single Family Dwellings in the location designated for their Collection. Contractor shall Collect Containers used by Commercial Customers from the location upon the Premises of each such Customer designated for their storage; and, Contractor shall replace such Containers to that location with gates and/or doors secured, as applicable, after Collection is completed, unless different arrangements are agreed upon by the Customer and Contractor.

8.1.11 Contractor's Containers

(a) All Containers used in City upon the Operative Date shall be new, or refurbished to "as new" condition, shall meet all color and other requirements imposed by the Applicable Laws.

(b) All of Contractor's Containers shall be maintained, in appearance and function in good condition and free from graffiti or other damage that could render the equipment "unsightly" or non-compliant with the Applicable Laws as determined by the City Manager or CalRecycle.

(c) Contractor shall be responsible to maintain and replace, as necessary, all of its Containers and shall replace, or otherwise remedy, unsightly and/or non-compliant containers within three (3) days after receiving notice to do so from the City.

(d) Contractor shall ensure it maintains an accurate list that contains the total number and type of its Containers at each service address, as well as the frequency of Collection for each such Container. Each Container shall be bar coded, numbered, or otherwise marked in a manner satisfactory to City, such that an inventory of each Container distributed to each Customer exists as part of Contractor's Container list. Contractor shall keep this list up to date at all times, provide it to City upon request, and shall include a current updated list with each monthly, quarterly and annual report as set forth in Section 23.

(e) All Carts shall be maintained by Contractor in a watertight condition, as shall all Bins which are used primarily for the disposal of Solid Waste containing liquids; and, shall at all times comply with the provisions of any applicable NPDES permit.

(f) On an ongoing basis, Contractor shall proactively monitor its Containers and any Container it identifies as not meeting the standards hereof shall be replaced within seven (7) days. Commencing on the fifth anniversary of the Operative Date Contractor shall perform an annual inspection of all Containers, to ensure compliance with the Container maintenance standards required herein. This inspection shall at a minimum include a written "checklist," in a form satisfactory to City, wherein the condition of each Container is annually verified by a visual inspection by Contractor, and its condition is recorded (i.e., "excellent," "showing wear," "needs replacement," or such other designations as agreed up) with such information reported to the City, as part of the annual report required by Section 23. Contractor shall replace any damaged Containers at no charge to Customers; provided, however, Contractor shall be entitled to charge Customers rates which do not exceed the maximum rates set forth in Exhibit A for the replacement of any Container damaged by a Customer, ordinary wear and tear excepted.

(g) Contractor shall replace any damaged, lost or stolen Carts within three (3) business days of receiving a request to do so from a Customer, at no cost to Customers. Contractor shall be obligated to replace a lost or stolen Cart for a Customer at no charge two (2) times during the Term hereof. For each replacement of a lost or stolen Cart thereafter, Contractor may charge Customers an amount which does not exceed the maximum rates set forth in Exhibit A.

(h) Contractor shall, at a Customer's request, annually refurbish, replace, and steam clean as necessary all Bins at no charge to the Customer. City may require the steam cleaning, refurbishment or replacement of Bins more frequently if it determines such action is needed to protect public health and safety. Additional steam cleaning, refurbishment or

replacement shall be provided when required by City or requested by a Customer at a charge not to exceed the maximum rate set forth in Exhibit A hereto.

(i) Contractor shall annually steam clean City owned enclosures where Containers are stored at no charge to the City. In the Downtown District, Contractor shall on a weekly basis, at no cost to City, power wash, and clean up any debris in City owned enclosure areas, and the area within a ten (10) foot radius of such enclosures. Additional enclosure steam cleaning for City owed enclosures shall be provided when required by City if it determines such action is needed to protect public health and safety, and shall also be provided when requested by a Customer, with such steam cleaning occurring at a charge not to exceed the maximum rate set forth in Exhibit A. All steam cleaning and power washing performed by Contractor shall occur in a manner that complies with all Applicable Laws, including specifically the requirements of any applicable NPDES permit.

(j) Contractor shall remove any graffiti that appears on its Containers, utilizing methods that comply with the Applicable Laws, within one (1) business day after becoming aware of it.

(k) All Bins and Rolloff Boxes shall be kept freshly painted in a uniform fashion and shall be identified with Contractor's name and phone number in letters not less than three inches high on its exterior so as to be visible when the Container is placed for use.

(l) At a Customer's request Contractor shall provide Bins with locking lids and locks, at rates which do not exceed the maximum rates set forth in Exhibit A. In addition, Contractor may impose a per Collection surcharge upon Customers utilizing locking Bins, at rates which do not exceed the maximum rates set forth in Exhibit A.

8.1.12 Missed Collections

In case of a missed Collection of properly set out Container(s) reported by a Customer, Contractor shall Collect the missed Container(s) from such Customer no later than the next day (excluding Sundays) following the date the missed Collection is reported. Records of the addresses of all missed Collections shall be maintained by Contractor, and shall be reported to City upon request. If Contractor demonstrates to the satisfaction of the City Manager a pattern of ongoing late "set-outs" by a given Customer, missed Collections resulting from late set-outs by that Customer shall not be considered in evaluating Contractor's performance hereunder. The Customer service phone system required by Section 10.8.2 hereof is intended, among other things, to serve as a "hotline" for Customers to call in the event Solid Waste placed for Collection is not Collected by Contractor and to facilitate having such Solid Waste Collected as soon as reasonably possible, and in no event later than as required by the provisions hereof.

8.1.13 Contamination of Containers with Materials that are not Solid Waste

Contractor shall not be required to Collect Containers contaminated with materials that do not meet the definition of Solid Waste (such as Hazardous Contaminants.) Whenever Contractor decides not to Collect any Container so contaminated, Contractor shall collect evidence using photography of a type acceptable to City depicting the material which makes Collection inappropriate, leave a tag at least 2" by 6" in size, clearly indicating the reason for Contractor's

refusal to Collect the material and/or Container. The tag shall provide Contractor's business name and its local telephone number and shall be attached to the Container or the article refused. Contractor shall provide a copy of the depiction of the contaminating material to the Customer either as part of the tagging, or by electronic or US Mail within a week of its refusal to make the Collection, and shall maintain a record of all such tagging including at a minimum the date of such notice, street address, reason for non-Collection, copy of the depiction of the materials that were not suitable for Collection, and a summary of any communications between Contractor and the Customer involved. If required by City, Contractor shall use a software program that enables compliance with this Section to occur by use of a smart phone, tablet or similar application. All records created in connection with this Section shall be retained for not less than 1 year to enable them to be inspected by City upon request.

8.1.14 SB 1383 Container Contamination Monitoring

Contractor shall provide a Container contamination monitoring program in connection with all Customers that complies with all Applicable Laws, and is approved by the City, which meets the following requirements:

(a) Contractor shall provide on-going monitoring of the contents of Containers, using a method that is approved by City and complies with all Applicable Laws including specifically, without limitation 14 CCR § 18984.5, and may accomplish its obligations hereunder by physical inspection of the contents of Containers by Collection personnel at the time of Collection, and/or use of cameras which view, record and save images of the contents of Containers.

(b) Contractor shall take such steps as are necessary to comply with its on-going Container contamination monitoring obligations hereunder, and in so doing shall at a minimum assign one (1) "full time" staff person (meaning a typical forty (40) hour per week job assignment, taking into account typical leave time) to perform the function of a "route auditor" to conduct inspections of Containers and otherwise be responsible for contamination compliance monitoring and related reporting in compliance with the Applicable Laws. The route auditor shall perform and/or oversee Contractor's inspection and other monitoring and enforcement-related functions, prepare reports required by CalRecycle, which shall be certified by Contractor as to completeness and accuracy, conduct public outreach and education, participate in and facilitate community events throughout the year to promote Contractor's programs, and assist with resolution of Customer complaints. Contractor shall keep records documenting the route auditor's activities, in a manner subject to the City Manager's reasonable approval, sufficient to substantiate the requirement that one (1) person on a "full time" assignment has been satisfied.

(c) Contractor shall monitor all Containers in order to determine if any meet the definition of "Contaminated Container" which shall mean twenty percent (20%) or more of the volume of the contents of the Container is comprised of materials other than that for which the Container is designated. In the event Contractor encounters a Contaminated Container, Contractor shall document the fact it is a Contaminated Container in a manner satisfactory to City, which shall at a minimum demonstrate: (i) twenty percent (20%) or more of the volume of the contents of the Container is comprised of materials other than that for which the Container is designated, and (ii) the identity of the Customer to whom the Container was provided by

Contractor. Contractor shall record such event in a computer logging/data-base system and include the date, time, Customer's address, type of Container (i.e., whether designated for general Solid Waste, Organic Waste, or Recyclable Materials) as well as video or photographic evidence of the contamination connecting it to the Customer/owner of the Container, and shall retain the video/photographic evidence of the incident to enable reasonable review, including review in connection with challenges by Customers to Contractor's determination a Container was a Contaminated Container. Contractor shall notify the Customer of the contamination incident as soon as reasonably feasible, in a manner consistent with the provisions of this Section, and provide the information required by this Section to the Customer upon request. In addition, Contractor shall provide the Customer with education materials related to the appropriate items to be placed in each Container. Contractor shall maintain the forgoing records and provide them to the City as part of its monthly reporting, or more frequently if necessary to comply with City's enforcement obligations set forth in the Applicable Laws.

(d) Upon discovering a Contaminated Container, Contractor shall provide notice by leaving a tag on the Container, or delivering the notice by mail, electronic mail, text or other electronic means reasonably calculated to ensure the Customer actually receives the notice. Contractor shall then Collect the Contaminated Container and deliver the contents to a facility properly permitted to receive it. Contractor shall Collect the Contaminated Container no later than the end of the business day following its regularly scheduled Collection day. Electronic delivery may be utilized for contamination notices if Contractor has a delivery address for that mode of communication for a Customer. If not, notices shall be mailed to the address used by Customer for billing purposes as well as the location where Collection occurs, if different.

(e) If Contractor observes the same Residential Customer having a Contaminated Container on more than three (3) Collections in any calendar year, Contractor may charge a contamination fee in an amount that does not exceed that set forth in Exhibit A. Contractor may charge Commercial Customers a contamination fee in an amount that does not exceed that set forth in Exhibit A for each occurrence upon which a Contaminated Container is placed out for Collection. Notwithstanding the forgoing, no contamination fee may be charged in connection with Contaminated Containers during the period between the Operative Date and July 1, 2028, with the intent that Contractor use that period to focus on education of Customers as to the requirements of the Applicable Laws. In order to impose a contamination fee, Contractor shall have complied with subsections (c) and (d) above, and shall additionally provide the date of the contamination incident as part of an invoice to the Customer related to the contamination fee; as well as a notification that any challenge to the contamination fee must occur within sixty (60) days of the date of the invoice. The invoice shall also provide information regarding the process by which to challenge the appropriateness of the contamination fee. Contractor shall establish a process for Customers to bring such challenges, which shall include an opportunity for Customers to receive the information required in subsection (c) and (d), and to present to Contractor any evidence it may have supporting the Customer's challenge to the contamination fee. Contractor's process for dispute resolution shall be subject to the City Manager's approval. Contractor shall provide City with a summary of any such challenges including Contractor's determination as to whether to impose the contamination fee, and the City Manager shall have the ability to overrule any such determination based upon substantial evidence supporting such decision.

(f) Contractor shall provide information to City regarding Contaminated Containers in the monthly reports it submits to City, with sufficient specificity to enable City to determine if enforcement action against a Customer is warranted and to meet the reporting requirements of SB 1383. In addition, Contractor shall maintain the above noted records related to contamination and provide them to City, and otherwise assist City with such enforcement efforts as City may deem appropriate.

(g) Contractor shall perform route reviews or waste evaluations of each route in City on an ongoing basis in a manner that meets the requirements of 14 CCR § 18984.5, and is approved by City. Once such action is completed, Contractor shall provide any notification to Customers as may be required by the Applicable Laws. Contractor shall keep records of the reviews and/or evaluations conducted pursuant to this provision, including specifically the records required by 14 CCR § 18984.6, and provide such records to City upon request. In addition, Contractor shall include a summary of such information in a form acceptable to City in its monthly, quarterly and annual reports to City.

8.1.15 Overfilling of Bins or Rolloff Boxes

Where Contractor identifies instances of overfilling of Bins or Rolloff Boxes at any Commercial Premises Receiving Bin or Rolloff service, it shall document the overfilling through the use of photography of a type acceptable to City. Contractor may charge an overage fee in an amount not exceeding the maximum rate set forth in Exhibit A for cleaning up the Container area and placing overfilled material into the Collection Vehicle.

8.2 Solid Waste Handling Services for Residential Customers

[THIS SECTION SUBJECT TO MODIFICATION IF AN ALTERNATIVE COLLECTION PROGRAM IS PROPOSED AND ACCEPTED BY CITY]

8.2.1 Single Family Dwellings – Standard Service With Three Carts

Commencing on the Operative Date, Contractor shall provide each Customer at a Single Family Dwelling with one (1) ninety-six (96) gallon Refuse Cart, one (1) ninety-six (96) gallon Recycling Cart, and one (1) ninety-six (96) gallon Organic Waste Cart, which shall be Collected at least once per week as more fully set forth herein ("Standard Service.") Any Customer requesting smaller Carts shall instead be provided by Contractor with a set of either: (i) one (1) sixty-four (64) gallon Refuse Cart, one (1) sixty-four (64) gallon Recycling Cart, and one (1) sixty-four (64) gallon Organic Waste Cart, or (ii) one (1) thirty-five (35) gallon Refuse Cart, one (1) thirty-five (35) gallon Recycling Cart, and one (1) thirty-five (35) gallon Organic Waste Cart. Upon request from any Customer at a Single Family Dwelling, Contractor shall provide such Customer with one or more additional Refuse Carts, Recycling Carts or Organic Carts of the same size as the other Carts distributed to such Customer, and shall Collect all Solid Waste placed for Collection in such additional Carts at rates that do not exceed the maximum rates set forth in Exhibit A associated with additional Carts.

8.2.2 Residential Refuse Cart Collection Program

Commencing on the Operative Date, Contractor shall Collect all Solid Waste placed out for Collection in Refuse Carts not less than once per week using an automated Collection system at rates that do not exceed the maximum rates for Standard Service set forth in Exhibit A, as applicable to the size of each Customers set of Carts. Contractor shall not be required to Collect Solid Waste that is not contained within a Refuse Cart.

8.2.3 Residential Recycling Cart Collection Program

Commencing on the Operative Date, Contractor shall Collect Recyclable Material placed in Recycling Carts for Collection from each Customer at a Single Family Dwelling on the same day as such Customer's Refuse Cart is Collected, utilizing an automated Collection process. Customers shall be directed to place Recycling Carts in the same location for Collection as Refuse Carts. As of the Effective Date, the following materials shall be allowed to be deposited by Customers for Collection in Recycling Carts: empty aluminum cans; empty glass jars and bottles; bi-metal, and tin cans; empty aerosol containers; empty polyethylene terephthalate plastic ("PET"); high density polyethylene plastic ("HDPE"); plastics types 3 – 7; plastic toys and tools, and other plastic materials (if readily identifiable as being recyclable by plastic type number, but excluding expanded polystyrene); metal foil; dry newspaper; dry mixed paper (e.g., ledger, computer paper, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags and nonmetallic wrapping paper); dry corrugated cardboard; and telephone books. City and Contractor agree to meet from time to time as needed, and in good faith consider modifications to the above list of acceptable Recyclable Material to address developments in processing technologies, emerging uses for various types of materials, changes in available markets, or other relevant issues; and, this list shall be updated to include any materials which the Applicable Laws may require to be Collected in Recycling Carts.

8.2.4 Residential Organic Waste Cart Collection Program

Contractor shall provide a program for the Collection and processing of Organic Waste from all Customers at Single Family Dwellings that complies with the requirements of SB 1383 (the "Residential Organic Recycling Program"). The program may include parameters that describe which materials Collected are suitable for delivery to the Organic Waste Processing Facility(ies) identified on Exhibit C. Contractor shall Collect Organic Waste placed in Organic Waste Carts for Collection from each Customer on the same day as such Customers' Refuse Cart is Collected, using an automated Collection process. Customers shall be directed to place Organic Waste Carts in the same location for Collection as Refuse Carts. Contractor shall deliver all Organic Waste it Collects to a properly permitted Organic Waste Processing Facility in accordance with 14 CCR Section 18983.1(b). Contractor may, as part of its Residential Organic Waste Recycling Program, permit Customers to place Organic Waste in compostable plastic bags and place such bags for Collection in Organic Waste Carts; and, shall do so if required by City. Should the use of plastic bags be permitted. Contractor's Residential Organic Waste Recycling Program shall comply with all provisions of the Applicable Laws related to the use of plastic bags and/or compostable plastic bags, including without limitation those set forth in 14 CCR §18984.1 and 18984.4, and any associated notification and reporting requirements.

8.2.5 Manure Collection

Contractor may provide Customers whose Premises are zoned in a manner authorizing equestrian or other large animals to be kept on site, and who so request, with Containers for the Collection of manure in a manner consistent with the Scope of Services set forth in Exhibit D at rates that do not exceed the maximum rates set forth on Exhibit A.

8.2.6 Low Volume Discount for Qualified Senior Citizen Customers

Upon request, Contractor shall provide any Residential Customer who is a Qualified Senior Citizen with Standard Service using _____ (__) gallon Carts. Contractor shall provide Standard Service to such Customers at rates that do not exceed the maximum rates set forth in Exhibit A applicable to the Qualified Senior Citizen Discount. [THIS SECTION WILL BE MODIFIED TO COINCIDE WITH PROPOSAL.]

8.2.7 Walk-Out Service

Contractor shall provide Walk-Out Service to any Residential Customer requesting such service at rates that do not exceed the maximum rates set forth in Exhibit A (which rates may be charged in addition to rates associated with Standard Service.) The maximum rates applicable to Walk-Out Service will vary depending on the distance Contractor is required to move a Customer's Carts from their storage location to the designated location for their Collection. Contractor shall not be required to move Carts more than 100 yards in connection with providing Walk-Out Service; provided, however, Contractor may agree to do so with a given Customer in which case the service shall be deemed to be a "special service" as set forth in Section 8.8. Contractor may require as a condition of Walk-Out Service that a Customer sign a standardized agreement, the terms of which shall be subject to City's approval, which authorizes entry onto the Customer's property and holds Contractor harmless from liability (including specifically liability related to pets escaping) associated with Contractor providing such Walk-Out Service. Contractor shall provide Walk-Out Service at no charge to any Qualified Disabled Customer requesting it.

8.2.8 Standard Collection Location

Standard Service includes Collection by Contractor of Carts placed for Collection by Customers in the public right of way adjacent to a Customer's Premises, generally in the location from which vehicle access to the Customer's Premises from the street occurs (which may be rear alley ways in some cases). Customers are to be directed to, where feasible, place Carts for Collection in the right of way near the edge of the street (if applicable against the curb/gutter), in front of, or otherwise adjacent to their Premises. If a Customer and Contractor cannot agree upon a Collection location, or if City determines the selected location may cause safety or other concerns, City may make the final determination of the Collection location. Absent unusual circumstances approved in writing by the City Manager, the Collection location for each Customer will be the same Collection location that was utilized for such purpose in connection with Solid Waste Handling Services provided prior to the Effective Date of this Agreement.

8.2.9 Extra Cart Collection(s)

In the event extra Collection(s) are required by a Residential Customer in any given month, Contractor may charge an amount for such Collection(s) that does not exceed the maximum rate for the "extra pickups" as set forth in the attached Exhibit A. Should an extra Collection involve Walk-Out Service, Contractor may charge Customers a prorated portion of the applicable maximum rates for such services in addition to "extra pickup" charges. Any dispute as to the appropriate proration of such rates shall be resolved by the City Manager whose determination shall be final.

8.2.10 Bulky Item Service for Residential Customers

Contractor shall provide Bulky Item Collection services, on an on-call basis, to all Residential Customers in City. Contractor shall not charge for the first four (4) requests for Bulky Item Collection during each calendar year from any Residential Customer, and there shall be no limitation on the number of Bulky Items to be Collected in each "no charge" Bulky Item Collection. Thereafter, Contractor may charge Residential Customers rates for Bulky Item Collection which shall not exceed the maximum rates set forth in the attached Exhibit A. Bulky Item Collection service requests shall be responded to within a reasonable time but not longer than seven (7) days from the Customer's request for service. Contractor shall produce, keep current, and provide public information specifically outlining its Bulky Item Collection service, which shall specifically include the annual publication and distribution of a brochure describing this service to all Residential Customers in City.

8.2.11 Bulky Item Diversion

Bulky Items Collected pursuant to this Agreement may not be landfilled until the following hierarchy of diversion efforts has been followed by Contractor:

(a) Reuse as is (if energy efficient);

(b) Disassemble for reuse or Recycling;

(c) Recycle, Transformation, or other means of diversion; and

(d) Disposal.

This hierarchy is intended to preclude the use of typical Collection Vehicles with compacting mechanisms for Bulky Item Collection. The disposition of Bulky Items shall be tracked by Contractor and this information shall be included in Contractor's monthly reports to City.

8.2.12 Proper Handling of Bulky Items

Contractor shall properly handle all materials required to be Collected as Bulky Items, in accordance with all Applicable Laws, including specifically items that require special handling pursuant to the Environmental Laws, such as materials commonly known in the waste industry as "universal waste" and/or "e-waste."

8.3 Solid Waste Handling Services For Commercial Customers

8.3.1 Scope of Services for Commercial Customers

[THIS SECTION SUBJECT TO MODIFICATION IF AN ALTERNATIVE COLLECTION PROGRAM IS PROPOSED AND ACCEPTED BY CITY]

Contractor shall provide programs for the Collection and disposal of Refuse (the "Commercial Refuse Program"), the Collection and processing of Organic Waste (the "Commercial Organic Waste Recycling Program"), and the Collection and processing of Recyclable Material (the "Commercial Recyclable Material Program") from all Commercial Customers that comply with the requirements of all Applicable Laws including specifically SB 1383, and shall do so in a manner that is consistent with the Scope of Services provided by Contractor as part of its proposal to City, Attached hereto as Exhibit D. On or before the Operative Date, Contractor shall provide each Commercial Customer with sufficient Containers, of a type and size that comply with the Scope of Services for Commercial Customers, as reflected in Exhibit D. Commencing on the Operative Date, Contractor shall Collect all Solid Waste placed out for Collection by each Commercial Customer at rates that do not exceed the maximum rates for the services received by each such Customer as set forth in Exhibit A. Contractor shall provide specified services requested by Commercial Customers which are reflected in the Scope of Services, such as Containers with locks, extra pickups, or relocation of Containers at rates not exceeding the maximum rates set forth in Exhibit A. Additional services not reflected in the Scope of Services may be provided as a Special Service pursuant to the terms of Section 8.8.

8.3.2 Number of Containers and Frequency of Collection

Contractor shall work with Commercial Customers to evaluate the actual number and type of Containers needed, and frequency of their Collection, with a goal of meeting the requirements of the Applicable Laws, taking into account each Customers' actual needs (including the best strategy to comply with all relevant laws and regulations in the most economically feasible manner), and public health and safety needs. The City Manager shall resolve any dispute that may exist between Contactor and any Commercial Customer as to the number of Containers or frequency of Collection needed to comply with this provision. Contractor shall assist the City in identifying Customers subject to this provision that are not in compliance with their obligations under the Applicable Laws. Contractor shall produce, keep current, and provide public information specifically outlining its Commercial Recyclable Materials Program, and its Commercial Organic Recycling Program, which shall specifically include the annual publication and distribution of a brochure describing these services to all applicable Customers in City.

8.3.3 Overloaded Containers

Contractor may refuse to Collect overloaded Containers, or may Collect them as a Special Service pursuant to Section 8.8. A Bin is deemed to be overloaded if Solid Waste protrudes more than one (1) foot above the surface, and a Rolloff Box is deemed to be overloaded in the same circumstance or if transporting it would cause Contractor to be out of compliance with Applicable Laws.

8.3.4 Rolloff Box Dry Run and Standby Charges

When Contractor arrives at the time scheduled with a Customer to Collect a Rolloff Box, (whether provided for Commercial service or Temporary Service), there may be occasions in which the Customer: (1) advises Contractor's personnel that it has decided not to have the Rolloff Box Collected at all and Contractor therefore makes a trip without "pulling" the Rolloff Box (a "Dry Run") or, (2) asks Contractor's personnel to wait for a period of time before "pulling" the Rolloff box ("Standby Time"). Contractor may charge Customers a rate for Dry Runs not exceeding the maximum rate set forth in the attached Exhibit A. Contractor may not charge Customers for an initial 10 minutes of Standby Time, but thereafter may charge Customers a rate for each increment of up to 15 minutes of Standby Time, which rate shall not exceed the maximum rate set forth in the attached Exhibit A.

8.3.5 Access to Containers

Contractor shall undertake all reasonable efforts to complete Collection at each Commercial Customer's Premises in accordance with scheduled routing. If, at the scheduled time for Collection, a Container is not accessible to the Collection Vehicle, Contractor shall notify the Commercial Customer by telephone of the situation and request that access be provided. If the Commercial Customer is unavailable or unable to provide prompt access to the Container, Contractor shall provide Collection service a later time, but may charge an extra pickup fee in an amount not exceeding the maximum rate set forth in Exhibit A.

8.3.6 Sunday or Holiday Bin or Rolloff Collection

If a Commercial Customer requests that a Bin or Rolloff Box be Collected on a Sunday or Holiday, and presuming such Collection request has been approved by the City Manager as required by Section 8.1.4, in addition to any other applicable charges, Contractor may treat the Collection as a Special Service and include a surcharge pursuant to Section 8.8.

8.3.7 Minimum Requirements for Commercial Organic Waste Recycling Program

In addition to the related provisions found in the Scope of Services, the following provisions shall apply in connection with the Commercial Organic Waste Recycling Program:

(a) Contractor shall deliver each Commercial Customer at least one Container designated for the Collection of Organic Waste excepting such Customers for whom City issues an Organics Recycling Waiver.

(b) Contractor shall make available information related to its Commercial Organic Waste Recycling Program and shall promote said program through its website, mailers, brochures, billing inserts, email content, social media, and online announcements, all as more fully set forth herein.

(c) Contractor shall notify City of instances where there is a repeated refusal by a Customer to implement the Commercial Organic Waste Recycling Program. City agrees in such instances to provide reasonable assistance to Contractor, which may include

adding City's name to materials prepared for distribution to Customers regarding the requirements of the Applicable Laws, enforcement of its related ordinances as it may deem necessary (subject to its prosecutorial discretion), and participation by City staff in meetings with Commercial Customers who repeatedly refuse to implement the Commercial Organic Waste Recycling Program.

(d) Contractor may, as part of its Commercial Organic Waste Recycling Program, allow Customers to place Organic Waste in plastic bags and place such bags for Collection in Containers designated for the Collection of Organic Waste; and, shall permit the use of plastic bags if required by City. If plastic bags are permitted, Contractor's Commercial Organic Waste Recycling Program shall comply with all provisions of the Applicable Laws related to the use of plastic bags and/or compostable plastic, including without limitation those set forth in 14 CCR §18984.1 and 18984.4, and any associated notification and reporting requirements.

(e) On behalf of City, Contractor shall regularly identify opportunities for, barriers to, and incentives for Organic Waste Recycling, and shall engage in Customer education and outreach related to Organic Waste Recycling in a manner that ensures City is in compliance with the City's obligations to conduct outreach and education as set forth in the Applicable Laws, including SB 1383. The method(s) by which Contractor contacts Customers for these purposes, unless otherwise specified, may be by any reasonable means Contractor desires (which may include direct mail, email, telephone calls, site visits and/or such other methods as Contractor reasonably deems appropriate), provided that such methods result in compliance with all Applicable Laws.

(f) Contractor shall identify Large Venues, Large Events and Tier 1 and Tier 2 Commercial Edible Food Generators. Once identified, Contractor shall engage in such education and outreach efforts as may be required by Contractor's Implementation, Outreach and Education Plan, as it may be updated from time to time. To the extent known to Contractor, Contractor shall advise such Customers of any obligations under the Applicable Laws with which they are not in compliance regarding Recycling and Organic Waste collection services.

(g) If requested by City, Contractor shall conduct visual inspections of Commercial Premises to evaluate their compliance with Organic Waste obligations and service level needs. Contractor shall annually conduct Customer surveys and onsite inspections on behalf of City in a manner that complies with the Applicable Laws at Premises that do not participate in Contractor's Commercial Organic Waste Recycling Program, utilize an in-house program, provide Edible Foods to Food Recovery Organizations or Food Recovery Services and/or otherwise recycle or divert Organic Waste. Contractor shall provide copies to City of surveys conducted, and summaries of visual inspections performed, if any, each month and submit copies of all such materials as part of its monthly, quarterly and annual reports to the City in accordance with Section 23. In the event a Customer refuses to participate in Contractor's Commercial Organic Waste Recycling Program, and does not report to Contractor that it achieves compliance with its obligations under the Applicable Laws through other methods, Contractor shall provide the City with Customer's name, address, contact information and such other information available to Contractor as may be requested by City or CalRecycle, in a format approved by City.

(h) Contractor, with such support from City as may be reasonably necessary, shall perform at least the following outreach as part of its Commercial Organic Waste Recycling Program to all applicable Customers:

(i) *Initial Direct Mailing Outreach to be performed by Contractor*. Contractor shall prepare a multi-lingual letter (in languages reasonably requested by City) regarding the requirements of AB 1826 and SB 1383 for City approval. Upon receipt of City approval, the letter shall be printed using the City's electronic letterhead and mailed or delivered by Contractor to all applicable Customers, informing such Customers of the availability of the Commercial Organic Waste Recycling Program and the requirements for compliance with AB 1826 and SB 1383. The letter shall note that subscription to Contractor's Commercial Organic Waste Recycling Program is mandatory under State law for Customers that do not receive an Organics Recycling Waiver from City or otherwise comply with their obligations as generators of Organic Waste as set forth in the Applicable Laws. This letter shall be included in the Implementation, Outreach and Education Plan and shall be distributed to Customers in a manner that complies therewith.

(ii) *Initial Direct Mailing of Out of Compliance Outreach to be performed by Contractor.* Within the timeframes to be included in the Implementation, Outreach and Education Plan, and in any event within one year of the Operative Date, Contractor shall prepare a letter for City approval and mail or deliver it to all Customers who are not in compliance with their obligations related to Organic Waste under the Applicable Laws. The letter shall explain the requirements of the Applicable Laws, detail the Customer's specific reasons for non-compliance, and explain the annual reporting requirements to CalRecycle. The letter is to be printed using the City's electronic letterhead. Contractor shall concurrently provide City with a list of all Customers it believes are not in compliance with the regulatory requirements applicable to them associated with their generation of Organic Waste under the Applicable Laws, (including but not limited to a contact Person, service and billing addresses, phone number, email, account notes and any other information reasonably necessary) as well as all available information relating to any refusal by the Customer to participate in the Commercial Organic Waste Recycling Program, in order that such information may be utilized for enforcement purposes and included in reports to CalRecycle.

8.3.8 Commercial Scout and Push Out Service

Certain Commercial Premises within City are uniquely configured such that a specialized vehicle may be needed to retrieve a Customer's Container in order for a regular Collection Vehicle to service the Container ("Scout Service"). In addition, certain Premises may be configured such that a Customer's Container must be manually moved a distance of more than twenty-five (25) feet in order to be serviced by a Collection Vehicle ("Push Out Service"). By way of clarification, Push Out Service does not apply to Bins that must be moved less than twenty-five (25) feet in order to be serviced by a Collection Vehicle; and, any Container that is required to be moved more than 50 feet to be serviced shall be required to use Scout Service. Contractor shall provide Scout Service and Push Out Service at rates which shall not exceed the maximum rates set forth in Exhibit A. The City Manager shall resolve any disputes between Contractor and a Customer as to whether Scout Service and/or Push Out Service is appropriate or required, and his/her determination shall be final.

8.3.9 Requirements for Solid Waste Handling Services in the Downtown Area

Businesses within the Downtown District shall receive the same services required of all other Commercial Customers as set forth herein, with the exception that due to space constraints the Containers provided for such services shall be located in City-owned trash enclosures, and applicable Customers shall be billed for "shared services" as more fully set forth in Exhibit A and consistent with the Scope of Services (Exhibit D). City may revise the map designating the Downtown District, Exhibit B, in its sole discretion. The list of businesses included in Exhibit B denotes each business in the Downtown District as being either an "Organics Generator" or "All Other Businesses" (i.e., a business that does not generate Organic Waste.) The City may update such list in its sole discretion should it deem it appropriate to do so. Notwithstanding the foregoing, Contractor shall have the affirmative obligation to update this list each time a business changes, or in the event a new business moves into the Downtown District that did not previously exist, so as to designate which of the two applicable categories the business falls into. Contractor shall charge each such business for the Collection services it provides rates that do not exceed the maximum rates set forth in Exhibit A, in a manner consistent with the Scope of Services, bases upon which of the two applicable categories the business falls into. Notwithstanding the forgoing, there may be cases in which a business in the Downtown District has sufficient space to provide appropriate enclosures for its own Containers, and thus may opt out of the shared services contemplated by this Section. In the event a Commercial Customer in the Downtown District opts out of the contemplated shared services Contractor shall: (1) advise City in order to enable City to determine if the Customer is able to comply with all Applicable Laws if it does so; (2) identify such Customers on Exhibit D in the same manor as all other Customers with the additional notation of "opt out"; and (3) charge rates for services provided to such Customers that do not exceed the maximum rates on Exhibit A for Commercial Customers not in the Downtown District.

8.3.10 Commercial Bulky Item Service

Contractor shall provide unlimited Bulky Item Collection services to Commercial Customers on an on-call basis. Contractor may charge rates for such services which shall not exceed the maximum rates set forth in the attached Exhibit A. Bulky Item Collection service calls shall be responded to within a reasonable time but not longer than seven (7) days from the date of the Commercial Customer's request for service. Contractor shall produce, keep current, and provide public information specifically outlining the Bulky Item pick-up service. Bulky Items Collected pursuant to this Section are subject to the diversion and handling requirements set forth in Sections 8.2.11 and 8.2.12.

8.4 Temporary Services

Contractor shall provide Temporary Services on an on call basis to any Customer requesting such service.

8.4.1 Charges for Temporary Services

No charges excepting rates not exceeding the maximum rates set forth in the attached Exhibit A shall be imposed by Contractor, unless approved in accordance with Section 8.8.

8.4.2 Temporary Cleanup Bins

Temporary Cleanup Bins shall be provided for any Customer requesting such service at rates not exceeding the maximum rate for "Temporary Cleanup Bins" set forth in the attached Exhibit A. Customers shall be entitled to have a Temporary Cleanup Bin at their Premises for up to seven (7) days. Should a Customer request that the Solid Waste in a Temporary Cleanup Bin be Collected during this period and that thereafter the Container be replaced, Contractor may treat the request as a request for the early removal of the Temporary Cleanup Bin, and may charge the Customer for such service in the same manner as if a new Temporary Cleanup Bin were requested. If a Customer requests additional days (beyond seven (7) business days) to keep a Temporary Cleanup Bin for use, Contractor may charge a daily rental rate that does not exceed the maximum rate set forth in the attached Exhibit A.

8.4.3 Temporary Construction Bins

Temporary Construction Bins shall be delivered to any Customer requesting such service at rates not exceeding the maximum rate for "Temporary Construction Bins" set forth in the attached Exhibit A. While Customers shall be entitled to keep a Temporary Construction Bin at their Premises for as long as the project for which they are provided continues, the maximum rates set forth in Exhibit A apply to periods of up to seven (7) days, and include one Collection during that period. Should a Customer request to that a Temporary Construction Bin be Collected sooner than the end of seven (7) days, and that thereafter the Container be replaced, Contractor may treat the request as a request for the early removal of the Temporary Construction Bin and may charge the Customer for the replacement in the same manner as if a new Temporary Construction Bin were requested. If a Customer requests additional days (beyond seven (7) business days) to keep a Temporary Construction Bin for use without being Collected, Contractor may charge a daily rental rate that does not exceed the maximum rate set forth in the attached Exhibit A.

8.4.4 Temporary Rolloff Boxes

Temporarily placed Rolloff Boxes shall be delivered to any Customer requesting such service at rates not exceeding those set forth in the attached Exhibit A. Customers shall be entitled to have a Temporary Rolloff Box at their Premises for up to seven (7) calendar days. Should a Customer request that the Solid Waste in a Temporary Rolloff Box be Collected during this period and that thereafter the Container be replaced, Contractor may treat the request as a request for the early removal of the Temporary Rolloff Box, and may charge the Customer for such service in the same manner as if a new Temporary Rolloff Box were requested. If a Customer requests additional days (beyond seven (7) calendar days) to keep a Temporary Rolloff Box for use, Contractor may charge a daily rental rate that does not exceed the maximum rate set forth in the attached Exhibit A.

8.4.5 Placement of Temporary Containers in the Right of Way.

Containers used for Temporary Service shall not remain in any public right-of-way for a period exceeding two (2) consecutive weeks; provided, however, the City Manager may direct that a shorter time apply in a given circumstance. Such Containers may not be placed in any public right-of-way so as to create a safety hazard or so as to block any right-of-way to a degree that it is not reasonably usable as determined by the City Manager. Containers used for Temporary

Services and placed in City's rights-of-way shall be subject to such requirements as may be imposed by City, and at a minimum shall be equipped with reflectors, reflective tape, reflective paint, or other reflective devises which, to the satisfaction of the City Manager, make such Containers reasonably visible to vehicle traffic at night.

8.4.6 Compliance with C&D Regulations

Contractor shall comply with all Applicable Laws in connection with Temporary Services it provides including specifically any ordinance which may be in effect regulating C&D Debris (including, without limitation, the California Green Building Standards Code as it may be amended from time to time), shall comply with any specific diversion levels and project-based diversion reporting that may be required by such regulations, and shall use City approved software in connection with any such reporting. At a minimum, Contractor shall provide a C&D Debris report to City on behalf of any Customer for whom it provides Collection of C&D Debris that outlines the types of Solid Waste Collected, the amount of each stated in tons, the location where all such Solid Waste is delivered for processing and/or disposal, the tonnage divereted from disposal, the tonnage reused, and all data related to diversion or other topics as may be required by the California Green Building Standards Code. Contractor shall make all reasonable efforts to recycle all C&D Debris it Collects, especially to the degree such loads contain clean inert materials. Towards this end, where appropriate Contractor shall provide Customers separate Containers within which to Collect different types of marketable materials, such as dirt, steel, concrete, and wood, as well as Containers designed for Recyclable Materials and Organic Waste Collection. Contractor shall create educational and outreach materials targeting Temporary Services Customers, subject to City Approval, which City and or Contractor can provide to such Customers.

8.5 Other Collection Programs As May Be Required by Law

In the event any federal or state law or regulation imposes upon City or Contractor a requirement for the implementation of any source separated program for the Collection of any type of Solid Waste not already covered by this Agreement, whether commercial or residential in nature, Contractor shall design and present a program to City to comply with such requirement, which program shall meet the City Manager's reasonable approval ("Proposed Program"). Prior to the implementation of any such Proposed Program, City and Contractor shall meet and confer in good faith in advance to determine a fair and reasonable adjustment to the maximum rates set forth in Exhibit A in order to fairly compensate Contractor for implementing said Proposed Program. In determining a fair and reasonable rate adjustment, City shall consider the cost to Contractor in providing the Proposed Program. Contractor shall present the Proposed Program within ninety (90) days of a request to do so by City.

8.6 Indemnification, Warranties Guarantees And Related Obligations Provided In Connection With Applicable Laws

8.6.1 AB 939 Obligations, Guarantee, and Indemnification

(a) Warranties and Representations, Diversion Guaranty. Contractor warrants and represents that it is aware of and familiar with City's Source Reduction and Recycling Element (the "SRRE"), that it is familiar with City's waste stream, and that it has

the ability to and will provide sufficient programs and services to ensure that City will meet or exceed the diversion goals (including, without limitation, amounts of Solid Waste to be diverted and time frames for diversion, and any other requirements) set forth in AB 939, and all amendments thereto, and that it shall do so without imposing any costs or fees other than those for which maximum rates are set forth in Exhibit A (including if it implements new programs to achieve such goals which are not called out herein). Stated otherwise, Contractor acknowledges that it is responsible for ensuring that its various programs achieve the diversion requirements hereunder, and that it may be required to modify its programs from time to time, at no additional cost to the City or Customers, to meet such diversion requirements.

(b) Mutual Cooperation. City and Contractor shall reasonably cooperate in good faith with all efforts by each other to meet City's diversion and other compliance requirements imposed by AB 939, AB 341, AB 1826, SB 1383 and other Applicable Laws. In this regard, City's obligations shall include, without limitation, making such petitions and applications as may be reasonably requested by Contractor for time extensions in meeting diversion goals, or other exceptions from the terms of AB 939, AB 341, AB 1826, SB 1383 and other Applicable Laws.

(c) Waste Reduction and Program Implementation. Contractor shall implement the programs required by this Agreement immediately upon the Operative Date hereof. Contractor shall provide City with monthly, quarterly and annual written reports in a form adequate to meet City's reporting requirements pursuant to the Applicable Laws. Contractor shall be responsible to prepare, or assist City with the preparation of all reports and other information as may be required by any agency, including specifically, the State of California, in order to comply with the Applicable Laws. Contractor shall reimburse City for any costs City incurs in appearing before CalRecycle in relation thereto.

(d) Guarantee and Indemnification. Contractor warrants and guaranties that it will carry out its obligations under this Agreement such that: (i) both it and City will at all times be in compliance with the requirements of all Applicable Laws, and (ii) City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in the Applicable Laws, provided, however, that Contractor shall not be in breach of the guarantee obligations set forth above to the extent that, despite Contractor's best efforts, Contractor is prevented from satisfying clause (i) and/or clause (ii) above, of this subsection (d), due to factors outside of Contractor's direct or indirect control. Contractor shall immediately notify City, in writing, in the event Contractor determines that Contractor may not satisfy clause (i) and/or clause (ii) above. Furthermore, Contractor agrees that it will, in addition to any other requirement contained herein, subject to the requirements of Public Resources Code Section 40059.1, at its sole cost and expense:

(i) defend, with counsel approved by City, indemnify, and hold harmless City and City's officials, employees, and agents from and against all fines and/or penalties and other liabilities which may be imposed by CalRecycle or any other regulatory agency if: (1) Contractor fails or refuses to timely provide information relating to its operations which is required pursuant to this Agreement or any Applicable Laws and such failure or refusal prevents or delays City from submitting reports required by Applicable Laws in a timely manner; (2) Contractor fails or refuses to timely implement programs or otherwise comply with the provisions

of this Agreement related to the mandates of the Applicable Laws and such failure or refusal prevents or delays City from complying with the Applicable Laws in a timely manner; or, (3) the source reduction and Recycling goals, diversion goals, program implementation requirements, or any other requirements of Applicable Laws are not met within the Franchise Area;

(ii) assist City in responding to inquiries from CalRecycle;

(iii) assist City in preparing for, and participating in any review of City's SRRE pursuant to Applicable Laws;

(iv) assist City in applying for any extension if so directed by City;

(v) assist City in any hearing conducted by CalRecycle relating to City's compliance with Applicable Laws;

(vi) assist City with the development of and implement a public awareness and education program that is consistent with the City's SRRE and HHWE, as well as any related requirements of Applicable Laws;

(vii) provide City with advice on Recycling, source reduction, and other technical assistance related to compliance with the Applicable Laws;

(viii) defend, with counsel reasonably acceptable to City, City and City's officials, employees, and agents against the imposition of fines and/or penalties, or any other liabilities, issued by CalRecycle pursuant to AB 939, SB 1383 or any other law or regulation;

(ix) be responsible for and pay, any fees, penalties or other costs imposed against the City by CalRecycle, and reimburse, indemnify and hold harmless City from and against any and all costs, fees, charges, fines, penalties, or other liabilities, levied against it for violation of AB 939's diversion requirements, or violation of any other provision of the Applicable Laws, to the extent arising from or in any way related to Contractor's performance of its obligations under this Agreement.

8.6.2 Guaranteed Minimum Contractor Recycling Rate

Contractor shall conduct its operations hereunder such that the City meets the diversion goals set forth in the Applicable Laws ("Recycling Diversion Requirement"). For the purposes of this Section, diversion includes only Recycling methods and processes which are accepted by the State toward meeting the City's diversion goal under the Applicable Laws. To comply with this Section, Contractor shall submit timely tonnage reports supporting the Recycling Diversion Requirement, and provide supporting documentation as may be requested by City or its designee as part of, or independent of, an audit.

8.6.3 Waste Generation/Characterization Studies

Contractor acknowledges that City must perform Solid Waste generation and disposal characterization studies periodically to comply with the requirements of the Applicable Laws. Contractor agrees to participate and cooperate with City and its agents to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste Collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed to satisfy the requirements of the Applicable Laws.

8.6.4 Implementation of Additional Diversion Services

In the event City does not meet the Recycling Diversion Requirement with respect to all waste generated in the Franchise Area, City may direct Contractor to perform additional services (including the implementation of new diversion programs) or modify the manner in which it performs existing services, and Contractor agrees to do so at no additional charge. Contractor shall seek City approval for the implementation of new diversion programs, which City may deny, approve or conditionally approve in its reasonable discretion. Pilot programs and innovative services which may entail new Collection methods, and use of new or alternative waste processing and disposal technologies are included among the kinds of changes which City may direct.

8.7 Additional Services

As part of the consideration for entering into this Agreement, Contractor shall provide the following additional services:

8.7.1 City Sponsored Events

Contractor shall provide Solid Waste Handling Services consistent with the Applicable Laws for up to nine (9) City-sponsored large events at no additional charge. In fulfilling the obligations created by this Section, Contractor shall provide Containers to Collect and dispose of all Solid Waste (including cardboard waste boxes with liners, reusable metal/plastic event Containers, Bins or Rolloff Boxes as appropriate), Containers to Collect source-separated Recyclable Materials, port-a-potties, and hand-wash stations as needed for each venue or event. The events to which this Section applies shall be determined by City each year, and may include events such as Forth of July Celebration, Spring Eggstravaganza, and First Night. In addition to providing the forgoing scope of services for City-sponsored events, the City supports various smaller events each year. Contractor shall at a minimum provide cardboard waste boxes with liners or metal/plastic reusable event Containers, consistent with industry standards, for Collection of Refuse, Recyclable Materials and Organic Waste, at no cost for use at such events in a manner as requested by City. City shall Collect cardboard boxes with liners or metal/plastic special event Containers and consolidate the Solid Waste Collected therein in Containers provided by Contractor at a City Facility; and, thereafter, Contractor shall Collect such containerized, consolidated Solid Waste and deliver it to an appropriate facility for processing or disposal at no cost to City.

8.7.2 Holiday Trees

For at least three (3) weeks following December 25th each year, Contractor shall, free of charge, Collect all Holiday Trees placed out for Collection by Customers. Such trees shall not be

comingled with other Solid Waste and shall be delivered to a proper facility for processing, rather than disposal, as required by the provisions hereof.

8.7.3 HHW Collection Event

Contractor shall, once per calendar year, hold an event, at a City-designated site (selected after coordination with Contractor), to collect Household Hazardous Waste ("HHW") comprised of batteries, E-waste, and waste tires from City residents (the "HHW Collection Event.") Each annual event shall last at least four (4) hours, during which residents can deliver the above noted HHW items for Collection and handling by Contractor, and Contractor shall Collect and properly handle all such materials delivered by residents during each event. Contractor shall conduct each HHW Collection Event, and shall handle all HHW Collected, in a manner consistent with the terms hereof and the Applicable Laws. This shall at a minimum require that Contractor obtain and maintain any required federal, State, and local permits and documentation (such as manifests and disposal/disposition records for all Collected materials), and ensure all Collection and transportation occurs pursuant to proper licenses. Contractor shall maintain, and provide such records and reporting related to each HHW Collection Event to all applicable regulatory agencies in a manner consistent with the Applicable Laws.

8.7.4 Bi-annual shredding event

Contractor shall, twice each calendar year, hold an event at no cost to City or residents, each of which shall last at least four (4) hours, during which residents can bring up to the equivalent of 4 so called "bankers boxes" of documents for shredding. Each shredding event shall be located at a location to be designated by City, and the timing of each event shall be proposed by Contractor but subject to City's approval. Contractor shall Collect all documents delivered by residents during each event. Contractor shall be responsible for staffing the shredding events in a manner satisfactory to City bearing in mind the need to direct traffic, accept material from the public, and shred the material Collected. All materials Collected for shredding shall be shredded, and shall be treated in a manner consistent with industry standards related to the Collection and shedding of confidential documents.

8.7.5 Residential Compost Drive-Thru Giveaway

Contractor shall provide all necessary staffing, equipment and materials in connection with one (1) annual event by which compost is made available to Residents at no cost (the "Compost Drive-Thru Giveaway Event.") The Compost Drive-Thru Giveaway Events shall be held on a Saturday, at such location as directed by City, and last from 8:00 a.m. to 12:00 noon on a date mutually agreed upon by City and Contractor. At each Compost Drive-Thru Giveaway Event Contractor shall make available for distribution to residents compost which may be used to satisfy City's procurement obligations in connection with SB 1383 as set forth in 14 CCR Section 18993.1(f). Such compost shall be bagged in a manner acceptable to City, with each bag containing approximately 30 pounds of compost. Contractor shall make available up to twenty eight (28) tons of compost (or approximately 1,880 bags) for each Drive-Thru Giveaway event, with the actual amount to be provided for each event to be determined in coordination with City. Participating residents shall be allowed to take at least four (4) bags of compost during each such

event. Contractor may request reasonable proof that the participants receiving compost at such events are residents of City.

8.7.6 Seasonal Compost Program

Contractor shall provide all necessary staffing, equipment and materials in connection with a "Seasonal Compost Program" in which Contractor shall annually provide City no less than 250 tons of compost which may be used to satisfy City's procurement obligations in connection with SB 1383 as set forth in 14 CCR Section 18993.1(f). In connection with each Seasonal Compost Program, Contractor shall deliver unbagged, bulk compost to a location within City, designated by City, and shall provide a minimum of one delivery of such compost per week for not less than eight consecutive weeks, with the specific parameters each season to be coordinated with City. The start date, delivery location and allocation of the required tonnage each week shall be determined by City.

8.7.7 Sweeps of Hot Spots

Contractor shall, not less than one time per week, conduct sweeps of the "hot spots" in City, meaning any public property located in the areas identified on the map attached as Exhibit E upon which City has identified ongoing abandonment of Bulky Items is occurring. In connection therewith, Contractor shall, at no cost to City, Collect all abandoned Bulky Items located within the hot spots. City intends as part of its ongoing code enforcement activities to attempt to curtail abandonment of Bulky Items in the hot spots, and accordingly Exhibit E may be amended by City on an ongoing basis to identify new hot spots, or expand or eliminate existing hot spots. Bulky Items Collected pursuant to this Section are subject to the diversion and handling requirements set forth in Sections 8.2.11 and 8.2.12.

8.7.8 On Call Bulky Item Collection to Assist City Departments

Contractor shall, respond to calls from City to provide Containers and dispose of Bulky Items and other Solid Waste as a result of illegal or unauthorized dumping, or other matters stemming from code enforcement, police or fire activities, or other similar activities where a need arises for the Collection of Bulky Items. Contractor agrees that if requested to provide such services in connection with abatement activities for which reimbursement is sought from the property owner by City through abatement liens or otherwise, Contractor will provide billing information sufficient for City to include it in its liens, and Contractor will be paid at such time as the abatement lien is paid, or reimbursement is otherwise obtained by City from the property owner. In the absence of such reimbursement, Contractor shall provide the required hereby at no cost to City. Upon receipt of a call for service from City made pursuant to this Section, Contractor shall advise City within four (4) hours as to when service will be provided, and unless otherwise agreed by City service shall be provided within 24 hours.

8.7.9 Collection of Solid Waste and Bulky Items Consolidated at City Yard

Contractor acknowledges that City staff Collects abandoned Bulky Items, and other Solid Waste, in connection with code enforcement and other maintenance efforts. Contractor shall Collect Bulky Items that are consolidated at City facilities in connection with these efforts at no cost to City, and process/dispose of them subject to the diversion and handling requirements set

forth in Sections 8.2.11 and 8.2.12. Contractor shall also Collect containerized Solid Waste consolidated at City facilities as a result of the above noted staff efforts as part of the services provided to City at no cost set forth in Section 11.7.

8.7.10 Consultation in Connection with Solid Waste and Related Matters

Contractor shall provide consulting services to City at no charge in connection with Solid Waste, Organic Waste and Recyclable Material related issues. Contractor's obligations in this regard shall include, without limitation, reviewing and commenting on development applications when requested to do so by City.

8.8 Special Services

Contractor may provide special pickup procedures or services in addition to the services described herein for Customers who request or require such services at reasonable rates established between Contractor and the Customer. Any dispute regarding the rate for special services may be referred to the City Manager, whose decision shall be final. Contractor shall notify the City Manager of any such services prior to such time as they are provided in order to allow the City an opportunity to conduct necessary inspections and impose appropriate regulations as needed. A description of any special services provided, and the associated rates charged, shall be included in the monthly reports required by Section 23.

8.9 Additional SB 1383 Services

8.9.1 Assistance with Edible Food Recovery Obligations.

Contractor shall assist City and Commercial Customers in meeting their obligations set forth in 14 CCR Section 18985.2. While City will be contracting with a third party to assist with these obligations, Contractor shall coordinate with City on an ongoing basis and provide at least the following to the degree not provided by the third party with whom the City contracts:

(a) As required by 14 CCR Section 18991.3, Contractor shall identify all Commercial Customers that meet the definition of Tier One or Tier Two Commercial Edible Food Generators. Contractor shall identify all new Commercial Customers meeting this criterion on an ongoing basis. Contractor shall create, and keep current, a list of such Commercial Customers which list shall include: Customer name; service address; contact information; Tier One or Tier Two classification; type of business (as it relates to the Tier One or Tier Two Commercial Edible Food Generator definition); and such other information as may be required by City to enable it to contact the Customer. Contractor shall provide a summary of this information in a form acceptable to City as part of its monthly, quarterly and annual reports to City.

(b) Contractor shall cooperate with and assist City and/or its consultants in conducting annual inspections of Commercial Customers who are Tier One or Tier Two Commercial Edible Food Generators to assess their compliance with the requirements of 14 CCR Section 18991.3.

(c) At least annually Contractor shall provide Tier One and Tier Two Commercial Edible Food Generators with the following information:

(i) Information about the Contractor's and/or City's Edible Food Recovery program;

(ii) Information about Food Recovery Organizations and Food Recovery Services operating within the City, including information regarding how to contact such Food Recovery Organizations and Food Recovery Services; and,

(iii) Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

(d) Contractor may provide the information required by this Section to Commercial Customers by including it with regularly scheduled notices, education and outreach materials, billing inserts, or other information disseminated to Commercial Customers.

(e) Contractor shall assist City, as well as operators of Large Venue's and Large Events with reporting and other assistance necessary to meet their Edible Food Recovery and other requirements under the Applicable Laws, including without limitation, SB 1383, to the extent arising out of Contractor's Collection of Organic Waste pursuant to this Agreement.

(f) Contractor shall keep records of its efforts in connection with this Section, as well as records that provide its best estimate of the total tonnage of Edible Food recovered within the City to the extent Contractor has obtained such information through performance of its Organic Waste Collection Program pursuant to this Agreement, and shall provide summaries of such information in a form acceptable to City, using a software program acceptable to City, as part of its monthly, quarterly and annual reports to City.

8.9.2 Assistance with Organics Recycling Waivers

(a) Contractor shall, upon request, assist Customers in assessing if they qualify for an Organics Recycling Waiver, and provide such assistance as may be necessary for the Customer and City to evaluate any application submitted for such a waiver. Such assistance shall include a review of the Customer's waiver application and providing City with any information or data regarding the Customer's Premises, service levels or other factors which may be necessary to enable City to evaluate a waiver request. Contractor's obligations in connection with this Section specifically include conducting on site inspections of Customer's Premises.

(b) City shall notify Contractor of any Organics Recycling Waivers it grants, and no waiver granted after related services have commenced for a Customer shall be effective until 48 hours after Contractor receives notice of such waiver from the City, in order to allow sufficient time for Contactor to adjust services in effect for a Customer. Thereafter, at least once every five (5) years, or more often if requested by City, Contractor shall conduct such reasonable investigation and fact finding as may be necessary to enable City to determine if the criteria by which City granted the waiver continues to exist.

(c) Contractor shall maintain a record of each Organics Recycling Waiver issued by the City, as well as any ongoing activity it undertakes in connection with subsection (b) above to provide data related to ongoing eligibility. A summary of such information

shall be provided by Contractor, in a form acceptable to City along with Contractor's monthly, quarterly and annual reports to City.

8.9.3 Dedicated Recycling Coordinator

Contractor shall assign two and twenty-two tenths (2.22) staff persons or equivalent time to act as "full time" Recycling coordinators to City (meaning a typical forty (40) hour per week job assignment, taking into account typical leave time) who shall be responsible for assisting with public education and outreach as well as compliance (including, but not limited to, inspections, monitoring, enforcement and reporting) with AB 939, AB 341, AB 1826, SB 1383, related Food Recovery efforts, and such other of the Applicable Laws related to diversion and Recycling as may be applicable during the Term. The Recycling coordinators shall coordinate with City in connection with AB 939, AB 341, AB 1826 and SB 1383 program implementation and shall perform and/or oversee Contractor's inspection and other monitoring and enforcement-related functions, prepare reports required by CalRecycle, which shall be certified by Contractor as to completeness and accuracy, conduct public outreach and education, participate in and facilitate community events throughout the year to promote Contractor's programs, and assist with resolution of Customer complaints. The Recycling coordinators shall coordinate with City Staff on a regular basis, anticipated to be at least weekly, to discuss ongoing efforts, and any related issues. Contractor shall keep records documenting the Recycling coordinator's activities, in a manner subject to the City Manager's reasonable approval, sufficient to substantiate the requirement that the two and twenty-two tenths (2.22) "full time" staff person or equivalent Recycling coordinators requirement has been satisfied.

8.9.4 Transition Plan

Contractor shall strictly adhere to the transition plan included in the Scope of Services attached hereto as Exhibit D. Any variations from this transition plan shall be approved in writing by City.

SECTION 9.
CONTRACTOR'S COLLECTION VEHICLES

9.1 General

Contractor shall provide Collection Vehicles that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Contractor is expressly obligated to provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Contractor shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies. Contractor shall use Collection Vehicles of a size and nature capable of performing as required hereunder. All vehicles used by Contractor in the City which are not Collection Vehicles shall be operated in compliance with all Applicable Laws, including by having current DMV registration.

9.2 Collection Vehicle DMV Registration and Annual City Inspection

(a) Not less than 30 days prior to the Operative Date, Contractor shall furnish City a written inventory of all Collection Vehicles (the "Vehicle Inventory") used in providing Solid Waste Handling Services pursuant to this Agreement. This inventory shall list all Collection Vehicles by manufacturer, ID number, date of acquisition, vehicle type, fuel type (i.e., diesel, LNG, RNG, zero emission, etc.) and capacity. The Vehicle Inventory shall be included in the reports provided to City pursuant to Section 23, and updated within 30 days of any new Collection Vehicle being placed into service in the Franchise Area.

(b) Each Collection Vehicle shall be registered with the DMV as of the Operative Date, with such registration kept current each year. Contractor shall provide evidence satisfactory to City of each Collection Vehicle's current DMV registration as of the Operative Date, and the Vehicle Inventory shall reflect the last date upon which each Collection Vehicle was registered with the DMV prior to the Operative Date, and the annual DMV registration renewal date for each Collection Vehicle. Annually, Upon each Collection Vehicle's DMV registration being renewed, Contractor shall provide evidence satisfactory to City of such renewal, and include the date such registration was renewed as an update to the Vehicle Inventory.

(c) Prior to the Operative Date, each Collection Vehicle to be used in City shall be inspected by the City's Police Department, and shall be issued a sticker demonstrating it has passed the City's Police Departments annual inspection (an "Inspection Tag"). Each Collection Vehicle used in City shall thereafter be annually instected by City's Police Department and no Colleciton Vehicle shall be used for Solid Waste Handling Services in City unless it has a current City Police Department issued Inspection Tag. Contractor shall provide evidence satisfactory to City of each Collection Vehicle's current City Police Department inspection as of the Operative Date, and the Vehicle Inventory shall reflect the last date upon which each Collection Vehicle passed the City Police Deaprtment's inspection prior to the Operative Date, and the annual renewal deadline for each Collection Vehicle. Annually, Upon the occurrence of each Collection Vehicle's Police Department inspection, Contractor shall provide evidence satisfactory to City of each Collection Vehicle passing such inspeaction, and include the date of each Collection Vehicle passing such inspection as an update to the Vehicle Inventory.

(d) City may cause or require any Collection Vehicle used in performance of this Agreement to be inspected and tested at any reasonable time and in such manner as it may be appropriate to determine that the Collection Vehicle is being maintained in compliance with the provisions of this Agreement.

9.3 Collection Vehicle Minimum Requirements

Each Collection Vehicle utilized by Contractor in the performance of this Agreement shall meet the following minimum standards:

(a) Each Collection Vehicle shall be fueled in accordance with Applicable Laws.

(b) Each Collection Vehicle shall be in "as-new" operating condition and appearance, and at no time can any Collection Vehicle used in the City be over 12-years of age.

(c) Each Collection Vehicle shall be equipped with devices capable of covering every open section of the Collection Vehicle in which Solid Waste may be placed and, while operating upon the public rights-of-way, shall be covered so as to prevent any Solid Waste from falling or being blown or otherwise dislodged from the Collection Vehicle.

(d) Each Collection Vehicle shall be continuously maintained so as to both: (1) meet the highest industry standards with regards to efforts to prevent liquid from leaking and to the degree possible ensure each Collection Vehicle is "watertight" and "leak-proof" and, (2) at all times comply with the provisions of all Applicable Laws, including, without limitation, the Vehicle Code and any applicable NPDES permit, with regard to materials leaking from Collection Vehicles. Contractor shall be responsible to promptly clean any spillage or Solid Waste that leaks or otherwise escapes the Collection Vehicle; and, should City staff be required to participate or assist in any way with such clean up (including, without limitation, supervision, reporting, traffic control, or any other taks) Contractor shall reimburse City for actual costs incurred by City as a result thereof.

(e) As frequently as determined necessary by the City Manager, each Collection Vehicle shall be painted and shall have routine body work performed so that such vehicles do not become unsightly, as determined by the City Manager.

(f) Contractor's name, telephone number, and a vehicle number shall be visibly printed or painted in letters not less than five (5) inches in height on both sides of each Collection Vehicle. Any other information or signage printed, painted, or displayed on Contractor's Collection Vehicles, when such vehicles are providing Collection services within City Limits, shall be subject to approval by City.

(g) Each Collection Vehicle shall be maintained in a clean and sanitary condition both inside and out and shall be washed at least once every seven (7) calendar days and steam cleaned on a regular basis. The undercarriage of all Collection Vehicles shall be cleaned as part of this process such that no grease, fluids, or similar substances unreasonably "cakes" onto any portion of the Collection Vehicle, including in any manner that inhibits the ability of Contractor or City to detect leaks or cracks.

(h) Each Collection Vehicle shall carry a broom, shovel, and operable fire extinguisher, and shall be equipped with a communication device sufficient to allow the driver to communicate directly with Contractor's dispatcher and/or main office.

(i) Each Collection Vehicle shall be kept in good repair and working order, and shall be equipped with appropriate safety equipment (specifically including warning systems related to pedestrians, vehicles, bicycles, and video monitor-based back-up system, or its equivalent, as well as video recording devices) that is, or becomes standard in the waste industry, and GPS tracking systems having the ability to record vehicle locations on designated dates/times. Video recording devices on all Collection Vehicles shall, at a minimum,

have the capacity to demonstrate whether a Collection occurred at a designated time and location for every Customer. Video recordings and GPS tracking data shall be backed up for not less than thirty (30) days from the date of each Collection, and be capable of being captured and maintained longer for specific events if requested by City.

(j) Contractor shall keep a sufficient supply of replacement parts and equipment on hand to ensure adequate vehicle maintenance and timely and continuous performance of the Solid Waste Handling Services contemplated by this Agreement.

(k) Contractor shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles which are not operating properly shall be removed from service until repaired and operating properly.

(l) Contractor shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule. Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition.

(m) Contractor shall keep accurate records of all Collection Vehicle maintenance and repair, recorded according to date and mileage, including signed verifications that repairs and maintenance have been properly performed, and shall make such records available to City upon request.

(n) No Collection Vehicle shall be utilized if it is leaking brake, hydraulic, or other fluids, and Contractor shall clean up any leaks or spills from its Collection Vehicles per the NPDES permits in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

(o) Contractor shall utilize Collection Vehicles of a size, weight, nature, and type so as to not be unreasonably intrusive on the community with respect to noise, emissions, maneuverability, safety, and other factors, and to avoid or minimize pavement damage and wear and tear of the street or adjacent properties, as approved by the City Manager.

(p) Contractor shall not load Collection Vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local laws or regulations. Noise levels of equipment used for Collection shall not exceed 75db (seventy-five decibels) when measured at a distance of twenty-five (25) feet from the Collection Vehicle, five (5) feet from the ground.

9.4 Costs of Operation

Contractor shall be responsible for any costs incurred in connection with ensuring all Collection Vehicles comply with all Applicable Laws, including, without limitation, any such laws and regulations that may now exist or hereinafter be adopted relating to noise, fuels, emission standards, or weight limits.

9.5 Correction of Defects and Removal of Vehicles from Use within City

Contractor agrees to immediately remove from service, and replace or repair, to the City's satisfaction, any Collection Vehicle which City determines to be of unsightly appearance, unsafe, unsanitary, leaking, out of compliance with any Applicable Law or this Agreement, or otherwise in an unsatisfactory operating condition; and, such Collection Vehicle shall not be returned to service until the City Manager gives his/her written consent for its return.

SECTION 10.
CONTRACTOR'S SOLID WASTE HANDLING SERVICE PERSONNEL

10.1 Uniforms

Each of Contractor's Collection employees shall wear a clean uniform bearing Contractor's name.

10.2 Identification of Employees

Contractor shall provide identification badges, cards or similar devices, for all of its employees, and all authorized subcontractors, who may make personal contact with residents of the City. City may require Contractor to notify Customers yearly, or more frequently if determined necessary by City, of the form of said identification.

10.3 Employee List

Contractor shall provide a list of current employees and authorized subcontractors to City upon request.

10.4 Driver's License

Each employee operating a Collection Vehicle as part of his or her duties shall, at all times, carry a valid operator's license for the type of Collection Vehicle he or she is operating. All employees who may have contact with Customers in the course of performing their duties shall possess the ability to communicate effectively with Customers.

10.5 Screening of Field Employees

Contractor shall make reasonable efforts to determine if its employees working in the field (i.e., drivers of Collection Vehicles, and employees otherwise involved in Collection at Customer Premises) have been convicted of a felony, and shall identify any such employees known to it to City. City shall have the ability to require that any employee so identified by Contractor not work in the field within City.

10.6 Discontinued Use of Unsatisfactory Employees

No employee shall continue to have any involvement whatsoever with regard to any work in any way relating to or arising from this Agreement if City gives notice to Contractor that such employee is determined by City to be discourteous, disorderly, inefficient, or otherwise

objectionable (provided the term "otherwise objectionable" shall not permit City to "ban" an employee for reasons that violate public policy; and, further, City shall give a reason for requesting the "ban" of any employee from engaging in work related to this Agreement.)

10.7 Training and Legal Compliance

Contractor shall provide operating and safety training that meets minimum OSHA standards for all personnel, and shall comply with all laws and regulations applicable to its employees and personnel. Contractor shall establish and vigorously enforce an education program designed to train Contractor's employees in the identification of Hazardous Wastes, and will provide employees with appropriate literature to leave behind at Premises which improperly place Hazardous Wastes for Collection along with Solid Waste.

10.8 Customer Service

10.8.1 Office Hours

Contractor shall maintain a local office at the location identified in Exhibit D, for communication with the public that, at a minimum, will be open from 8:00 a.m. to 5:00 p.m. Monday through Friday, and 8:00 a.m. to 12:00 p.m. Saturday, Holidays excepted. The location of the local office may only be changed upon written approval of the City Manager, which approval will not be unreasonably withheld. At least one responsible and qualified representative of Contractor shall be present and available at said office during all times that an office is required to be open as noted above ("Office Hours"), for personal communication with the public regarding Billings (including the acceptance of Bill payments made in person, Saturdays excepted), complaints, customer service inquiries, and other Customer inquiries, and a similarly qualified Person shall be available for communication with the public by phone during any times other than Office Hours when Collection is occurring.

10.8.2 Telephone Customer Service Requirements

(a) Toll Free Number

Contractor shall maintain a toll free telephone number that rings at an office at all times during Office Hours. English, Spanish, and Korean speaking personnel will be available during Office Hours to assist Customers with telephonic inquiries. Contractor shall have the ability (through the use of outside resources or otherwise) to communicate with Customers who only speak Spanish or Korean to ensure their inquiries, questions, complaints and other matters are dealt with in a reasonably timely fashion. All such personnel shall be polite and responsive, and shall be sufficiently knowledgeable, and have the authority to respond and/or advise Customers seeking assistance. Contractor's telephone system shall be adequate to handle the volume of calls typically experienced on the busiest days. Contractor shall provide City with a 24-hour emergency number to a live Person, not voicemail.

(b) Call Responsiveness

Contractor shall make reasonable attempts to answer all phone calls within five (5) rings. If a call has been placed on hold for three (3) minutes, the caller will either be switched to a

message center which shall be responsible to obtain the caller's address and phone number, or a Customer service representative will obtain the Customer's address and a number at which the call can be returned. Contractor shall make at least three (3) attempts within the next business day to return the call, with the first such attempt not more than one (1) hour after the caller leaves the message. If Contractor is unsuccessful in contacting the Customer after following this procedure, it shall send a letter to the caller indicating its efforts.

10.8.3 Complaint Documentation

All service complaints shall be directed to Contractor. Contractor shall log all complaints received and said log shall include the date and time the complaint was received, the name, address and telephone number of the complaining party, a description of the complaint, the name of the employee recording the complaint and the action taken by Contractor to respond to and remedy the complaint. All written Customer complaints and inquiries shall be date-stamped when received. All complaints shall be initially responded to within one (1) business day (Monday through Friday) of receipt. Contractor shall log action taken to respond to and remedy the complaint. Daily logs of complaints shall be retained for a minimum of twenty-four (24) months. and shall be available to City at all times upon request. All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints. Contractor shall provide to City records of complaints, in a form satisfactory to the City Manager, that includes all of the complaints received, and their resolution, as part of the monthly, quarterly and annual reports required by Section 23.

10.8.4 Resolution of Customer Complaints

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City Manager. The City Manager's decision in connection with any complaint resolution shall be final. Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this Section is intended to affect the remedies of third parties against Contractor.

10.8.5 Government Liaison

Contractor shall designate in writing a "Government Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer complaints. City shall have the right to approve Contractor's choice for a liaison. It is anticipated that the Government Liaison will regularly attend City events involving community outreach programs and will routinely attend City Council meetings.

10.9 Education and Public Awareness

On or before January 1 of each calendar year during the Term hereof, Contractor shall submit for City Manager's approval a written proposal for programs to be implemented in the upcoming year which are designed to provide information to and educate the public regarding

Recycling, composting, and waste reduction and diversion, and which are consistent with City's SRRE and HHWE, as well as any related requirements of the Applicable Laws.

10.9.1 General

Contractor acknowledges and agrees that education and public awareness are critical, key and essential elements of any efforts to achieve the requirements of the Applicable Laws, including specifically SB 1383. Accordingly, Contractor agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste and to cooperate fully with City in this regard.

10.9.2 Written Program Materials

Contractor shall maintain a program of providing information relevant to the need and the methods to reduce, reuse and Recycle Solid Waste, and shall, upon request from City, include such information along with Bills provided to Customers. All public education materials shall be approved in advance by City. Contractor shall keep a record of all promotional and public education materials utilized, and shall summarize its public outreach and education efforts in the monthly, quarterly and annual reports required by Section 23.

10.9.3 Public Outreach

At a minimum, Contractor shall promote Recycling through presentations and educational materials to the Chamber of Commerce, homeowners' associations, construction contractors and other civic groups. Contractor shall also provide articles on Recycling for local newsletters.

10.9.4 On-going Education Requirements

In order to promote public education, in addition to any other materials it develops, Contractor shall create the following public education materials and programs at its expense, which will be distributed as indicated below. All of these materials and programs shall be produced and/or available in English, Spanish, and Korean, and all written materials shall be approved by City in advance of distribution, and shall bear the City seal, unless otherwise approved by the City:

(a) Bi-annual Brochure/Newsletter. Not less than two (2) times each calendar year during the Term, at times acceptable to City, Contractor shall prepare a community brochure or newsletter for the City to post on its website, and/or distribute electronically or as bill insert (or such other means as the Parties shall agree, with any associated costs being borne by Contractor. Contractor shall coordinate with City to arrive at a preferred means of distribution which shall be determined by City, with the goal of having it distributed to the maximum possible number of Customers. The newsletter shall provide relevant information about Contractor's services, including, at a minimum: information regarding access to and use of available Solid Waste Handling Services; Collection schedules; Holiday Collection schedules; information about mandatory commercial Recycling and program offerings; Contractor's Customer service numbers; procedures to begin and terminate services; and information promoting and explaining available programs, such as Recycling, Organic Waste, Holiday Tree and Bulky Item Collections, the proper handling and disposal of such wastes, and the Special Services set forth in Section 8.8.

(b) Welcome Packet/How-To Brochure. Contractor will prepare and distribute a brochure to new Customers when they start Solid Waste Handling Service. This packet will contain updated information on how to use the Contractor-provided Carts, when, where and how to place Solid Waste for Collection, and who to contact with Solid Waste Handling Service or Billing questions.

(c) Corrective Action Notice. Contractor shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for disposal of such items.

(d) Contractor Representative. Contractor's Government Liaison shall as part of his or her job function routinely visit civic groups, school assemblies, and homeowners' associations, to promote and explain the Recycling and other programs that Contractor offers, and participate in demonstrations, and civic events.

(e) Web Site Page. Contractor shall dedicate a link on its web site to City services, which shall include at least the following information: a listing of contact names and numbers for Customer Service; Collection schedules, including Holiday schedules; available programs, including Recycling, Organic Waste, Holiday Tree and Bulky Item Collections; information about mandatory commercial Recycling and program offerings; information regarding the proper use of Containers and the materials to be deposited in each type of Container for Collection; Contractor's Special Waste Collection Event and Mulch Giveaway Event; and the procedures to begin and terminate services. Contractor shall assist the City in establishing a link to this web page from the City's web site.

10.9.5 Annual and Ongoing Organic Waste and Recycling Program Outreach

(a) Contractor, in coordination with City, shall annually contact all Customers and provide information related to its Commercial and Residential Organic Waste Recycling Programs as applicable to each Customer, which at a minimum shall include the information required by 14 CCR Section 18985.1. Contractor shall annually provide City with a list of all Customers it believes are in non-compliance with their obligations under the Applicable Laws related to their generation of Organic Waste and/or Recyclable Materials (including but not limited to a contact person, service and billing addresses, phone number, and email) as well as all available information relating to any refusal by the Customer to participate in Contractor's Commercial Organic Waste Recycling Program, Residential Organic Waste Recycling Program, or Commercial Recyclable Materials Program, as applicable, that may be necessary for enforcement purposes and are required in reports to CalRecycle pursuant to SB 1383.

(b) Contractor shall implement and follow all timelines, planned tasks, and schedules contained in its Outreach and Education Plan, including specifically those related to SB 1383. Commencing in 2028, not less than ninety (90) days prior to July 1 each year, or more frequently if deemed necessary and requested by City, Contractor shall submit a proposed update to the Implementation, Outreach and Education Plan for the upcoming year to City demonstrating its compliance with its obligations hereunder, which shall be subject to the City Manager's reasonable approval. Contractor shall implement the activities identified in any update

to the Implementation, Outreach and Education Plan in accordance with the time schedule to be included in such updated Plan.

(c) Contractor shall perform at least the following ongoing outreach efforts in connection with its Commercial Organic Waste Recycling Program:

(i) Provide Organic Waste recycling information including Step by Step process; guidelines for new employee training; do's and don'ts of separation; signage examples; source reduction suggestions; links to online Contractor and City programs/resources; information on environmentally preferable purchasing policies; and resource list of sustainability programs and toolkits from trade organizations like the National Restaurant Association and US Composting Council Curb to Compost Toolkit and/or government agencies like the EPA toolkit for Reducing Food Waste and Packaging and FTC Guidelines on compostable and degradable claims.

(ii) Provide samples of indoor and outdoor Container options and signage.

(iii) Contact or provide information to help identify Customer's "startup team" to implement the program and provide long term support.

(iv) Provide employee training materials to Customers.

(v) Propose solutions for the identified challenges and waste stream specifics.

(vi) Provide Customers with information identifying Food Recovery Organizations and Food Recovery Services.

10.9.6 Plastic Bag Recycling Education

Contractor shall include in its educational and outreach materials provided to Customers pursuant to this Agreement information regarding the technology for Recycling plastic bags and plastic wrap, and instructing Customers to return plastic bags to grocery and other retail stores that accept plastic bags for Recycling.

SECTION 11.
CONTRACTOR'S CONSIDERATION

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive franchise, right and privilege to provide Solid Waste Handling Services within City as specified herein, Contractor shall provide the following:

11.1 Reimbursement for Negotiation Costs

Contractor shall reimburse City for the costs it incurred in connection with evaluating proposals, selecting Contractor and entering this Agreement with Contractor. Upon adoption of

the Resolution approving this Agreement, City will provide an invoice to Contractor for such cost reimbursement, and payment shall be within thirty (30) of the date of such invoice.

11.2 Legislative Compliance Fee

Contractor shall pay City an annual fee of Two Million Dollars ($2,000,000.00), adjusted July 1 each year commencing in 2028 by the Percentage Change to CPI, to defray its administrative costs related to complying with this Agreement, including the costs associated with complying with related legislation (the "Legislative Compliance Fee"). The Legislative Compliance Fee shall be paid to City quarterly, within ten (10) days following the end of each calendar quarter with the first payment due on the Operative Date. Should any such due date fall on a weekend, Holiday, or other day in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. The amount of each Legislative Compliance Fee payment shall be twenty-five percent (25%) of the annual Legislative Compliance Fee as adjusted each July 1 by the Percentage Change to CPI.

11.3 Consultant and Legal Reimbursement

Contractor shall reimburse City for its actual consultant costs and legal fees incurred in the administration of this Agreement, including fees and costs associated with analyzing new legislation, considering requests from Contractor (including specifically, without limitation, requests for rate increases), analyzing and assisting City resolve issues that arise between the Parties, and otherwise analyzing issues of any type or nature that arise in connection with this Agreement (the "Consultant/Legal Reimbursement.") Invoices for the Consultant/Legal Reimbursement will be provided to Contractor by City on at least an annual basis, but may be provided on an ongoing basis by City in its discretion, and payment by Contractor shall be due to City within thirty (30) days of the date of each such invoice.

11.4 Franchise Fee

Contractor shall pay a franchise fee to City (the "Franchise Fee") which the parties have evaluated and agree is a reasonable reflection of the value of the franchise granted hereby, including the value of the right afforded Contractor to utilize the City's rights of way to conduct its business in a manner not granted to any other business in City. The Franchise Fee shall equal to ten percent (10%) of Contractor's Gross Receipts, or portion thereof, during the entire Term of this Agreement.. Except with respect to Gross Receipts collected from Customers by City on behalf of Contractor, the Franchise Fee shall be paid to City monthly on or before the fifteenth (15th) day of each month. Should any such due date fall on a weekend, Holiday, or other day in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. The amount of each payment shall be equal to ten percent (10%) of Contractor's Gross Receipts in the calendar month preceding the date payment was due (excluding amounts collected from Customers by the City on behalf of Contractor). The Franchise Fee due hereunder shall apply to Gross Receipts of Contractor collected after the expiration of the Term hereof relating to Contractor's performance during the Term hereof. Franchise Fee payments shall be accompanied by a statement certified by an officer of Contractor attesting to the accuracy of the amounts paid, and setting forth the basis for their calculation in a manner acceptable to City. The Franchise Fee due in connection with amounts that are collected from Customers by City on

behalf of Contractor shall be deducted by City prior to City forwarding funds it receives for payment of Solid Waste Handling Services to Contractor.

11.5 NPDES Fee

Contractor shall pay City an annual fee of One Million Five Hundred Fifty Thousand Dollars ($1,550,000), adjusted July 1 each year commencing in 2028 by the Percentage Change to CPI, to mitigate the impacts of its operations on the City's storm drain system and the associated financial burden incurred by the City to comply with its NPDES Permit obligations (the "NPDES Fee"). The NPDES Fee shall be paid to City quarterly, within ten (10) days following the end of each calendar quarter with the first payment due on the Operative Date. Should any such due date fall on a weekend, Holiday, or other day in which the City's business offices are closed, payment shall be due on the first day thereafter in which the City's business offices are open. The amount of each NPDES Fee payment shall be twenty-five percent (25%) of the annual NPDES Fee as adjusted each July 1 by the Percentage Change to CPI.

11.6 City Billing Fee

Contractor shall pay City a fee equal to One Hundred Fifty-Five Thousand Dollars per year to compensate the City for billing related services performed (such as staffing, mailing, collection, accounting, and remittance of payments to the franchised hauler) for each Customer who is invoiced for Solid Waste Handling Services provided hereunder in connection with the City's utility invoices (the "City Billing Fee".) The City Billing Fee will adjusted July 1 each year commencing in 2028 by the Percentage Change to CPI. The City will retain the City Billing Fee from amounts collected in connection with Billing that occurs pursuant to Section 13.1 hereof. [THIS SECTION TO BE DELETED IN EVENT SELECTED PROPOSAL INCLUDES BILLING BY CONTRACTOR]

11.7 Services at City Facilities

Contractor shall provide Solid Waste Handling Services (including Recycling services, and Organic Waste Collection) at all Premises owned and/or operated by the City, at no cost to City, and shall provide Containers for such Solid Waste Handling Service as City deems appropriate for each of its various Premises (i.e., Carts, Bins or Rolloff Boxes). Such Solid Waste Handling Services shall be provided for all existing City facilities, as they may be expanded from time to time, as well as all new or additional facilities acquired/constructed during the Term hereof. Contractor shall carry out its obligations pursuant to this provision in a manner, and to a degree, approved by the City Manager, and consistent with the Applicable Laws and this Agreement. Notwithstanding the forgoing, Contractor shall not be required to provide Solid Waste Handling Services at no cost in connection with the following activities, and rather may charge rates that do not exceed the maximum rates set forth on Exhibit A for which the Collection of such Solid Waste: (1) construction or demolition projects at City facilities, or (2) Solid Waste generated at Premises owned by City, but generated in connection with activities undertaken by persons or entities utilizing the City's Premises as a result of a lease, operating agreement, license or similar right or entitlement. By way of example only, this exemption from no cost service would apply to Solid Waste generated by an entity which obtains the exclusive right to utilize a City park for a special event (unless the provisions of Section 8.7.1 apply).

SECTION 12.
CHARGE FOR LATE PAYMENTS

In the event Contractor fails to timely make any of the payments provided for in this Agreement, Contractor shall pay to City, as additional consideration, a sum of money equal to five percent (15%) per annum, calculated on a daily basis for each day sums remain past due. This amount is required in order to defray those additional expenses and costs incurred by City by reason of the delinquent payment including, but not limited to, the cost of administering, accounting for, and collecting said delinquent payment and the cost to City of postponing services and projects necessitated by the delay in receiving the revenue.

SECTION 13.
CONTRACTOR'S BILLING SERVICES AND SYSTEMS

13.1 Residential Customers – Use of City Utility Bills

[AS DRAFTED, AGREEMENT CONTEMPLATES CITY BILLING FOR RESIDENTIAL CUSTOMERS, AND WILL BE MODIFIED TO REFLECT CONTRACTOR DOING SO IF A PROPOSAL THAT INCLUDES DIRECT BILLING FOR ALL CUSTOMERS IS ACCEPTED]

Customers receiving Solid Waste Handling Services at Single Family Dwellings will be billed by the City on behalf of Contractor and bills for such services shall be included along with the bills for utility services City provides to such Customers. City will collect payments provided to it by such Customers on behalf of Contractor, and may deduct applicable fees (i.e., Franchise Fees, City Billing Fees, etc.) as well as such other amounts (if any) owed to City or Customers pursuant to this Agreement (including specifically, without limitation, liquidated damages or credits due to Customers), and thereafter remit the balance of such payments to Contractor. If, for any reason, billing for a Customer at a Single Family Dwelling is not provided by City, such Customer shall be billed directly for services by Contractor in the same manner as other Customers, as set forth herein. City is billing Customers on behalf of Contractor, however Contractor shall be responsible for collecting amounts unpaid if Customers do not pay amounts indicated as due for Contractor's services on City's utility bills. City shall endeavor to assist Contractor with its collection efforts if requested by Contractor, however City's obligation shall be limited to providing such assistance as it deems reasonable and prudent.

13.2 Direct Billing by Contractor

In connection with any Customer not billed on behalf of Contractor by City as part of its utility bills as set forth above, Contractor shall provide such Customers with itemized bills for Solid Waste Handling Services, distinctly showing charges for all classifications of services, including charges for late payments. Contractor acknowledges that it, and not Customers, is to pay a Franchise Fee and the other fees noted herein to City as consideration for this Agreement. Accordingly, Contractor's Bills shall not include separate itemization of a "Franchise Fee" or other similar designation relating to fees which Contractor is required to pay to City. Contractor shall reproduce and include in any Billing, at no additional cost, one page informational "inserts" provided by City. Billings may be made in advance for all Customers, or may be made in arrears

as deemed appropriate by Contractor. Customers at Premises for which service commences after the first of the month, or who canceling service prior to the end of the month shall be charged on a prorated per-Collection basis.

13.3 Credits for Services not Provided

(a) Contractor may only charge Customers for services actually provided, and shall credit Customers for any charges Billed in connection with services that are not provided for any reason, including an event that qualifies as a force majeure and excuses Contractor's performance pursuant to Section 31.1. In determining the appropriate amount of a credit for service not provided, a pro-rata allocation shall occur if a rate for the services missed is not readily ascertainable By way of example only, in the event a labor stoppage occurs, and qualifies as a force majeure event, each Residential Customer shall receive a credit for services not actually received during such period; and the amount of which credit will be determined by a pro-rata calculation of the monthly rate for Standard Services charged to such Customer as applied to any services not provided. Any dispute regarding the appropriate means by which to calculate a credit due to a Customer, or by which to pro-rate charges so as to provide a credit for only those services not provided, shall be resolved by the City Manager, who's determination shall be final.

(b) When Contractor Collects a Container following a missed Collection, it may not impose overage charges that might otherwise be applicable in recognition of the Customer having been required to use the Container for longer than expected due to Contractor's failure to Collect it.

(c) Customers are not entitled to a credit for services not provided if they fail to place their Container out for Collection (i.e., in the case of Residential Customers), or otherwise not make a Container available for Collection (i.e., in the case of Commercial Customers, if a Customer unreasonably blocks a Container, fails to provide access to a locked area, etc.) Should a dispute arise as to whether services were not provided such that a Credit is warranted, Contractor shall bear the burden of demonstrating that it attempted to Collect a Container but was unable to do so as a result of the actions or inactions of the Customer, and at a minimum shall provide GPS tracking information of, and video evidence from, the Collection Vehicle demonstrating Contractor was at the Collection location at the appropriate time, and that the Container was not available for Collection. Should Contractor fail to provide at least the forgoing within one week of the date of the missed Collection for which a credit is sought, City may deem the requested credit to be appropriate. All disputes regarding whether a credit for services not provided is appropriate shall be resolved by the City Manager, who's determination shall be final.

(d) Because Billing errors may not be readily apparent to a Customer, Contractor shall provide Customers with credits for any services they do not receive, but for which they are charged, without regard to when the error is discovered. Any provision of an agreement between Contractor and a Customer that is contrary to this Section shall not be enforced by Contractor.

13.4 Temporary Service Stop

Customers may request a temporary service stop and may not be charged for monthly Standard Service during the temporary service stop if such service is stopped for a minimum of one continuous month due to extended vacation, home remodeling/home construction. Contractor shall provide notice to City of a request for a temporary service stop within three (3) working days. Contractor shall resume service to the prior established service level within five (5) days' notice of a request by the Customer to resume service. At any time during the temporary service stop, if a Customer places Solid Waste out for Collection, then Contractor shall resume regular service and charge the Customer its normally applicable rates, as permitted by Exhibit A, prorated to take into account any time during which the temporary service stop is in effect and service was not provided. Any dispute regarding the application of this Section between a Customer and Contractor shall be decided by the City Manager whose decision shall be final.

13.5 Delinquent Accounts

Any Solid Waste Handling Service account unpaid by the due date listed on the Billing statement shall be deemed delinquent. Except to the extent otherwise provided herein, it shall be the sole responsibility of Contractor to take any authorized measures to collect any delinquent sums owed. Contractor may charge late fees for delinquencies in an amount not exceeding the maximum rates set forth in Exhibit A. Contractor may discontinue Solid Waste Handling Service to any Customer whose account is delinquent in the manner as set forth in this Section. Customers who have not remitted required payments within thirty (30) days after the date of Billing shall be notified on forms approved by the City Manager. Said forms shall contain a statement that Solid Waste Handling Services may be discontinued fifteen (15) days from the date of notice if payment is not made before that time. If payment is not made by the expiration of said fifteen (15) day period, Contractor may discontinue Solid Waste Handling Services forty-eight (48) hours thereafter. Contractor shall resume Solid Waste Handling Services on the next regularly scheduled Collection day for any Customer whose Solid Waste Handling Service is discontinued upon receipt of payment of all outstanding charges, including late fees, and fees for restarting service (which may be imposed in accordance with the maximum rates set forth in Exhibit A), or at such sooner time as directed to do so by City. A deposit equal to the maximum rate for one month's Solid Waste Handling Services as set forth in Exhibit A, as such rates may be amended from time to time, may be required of accounts which have been discontinued for non-payment prior to re-instituting Solid Waste Handling Service at such accounts. Contractor shall provide City with reasonable advance notice prior to suspending Solid Waste Handling Service to any Customer and City reserves the right to require Contractor continue to provide Solid Waste Handling Service to any Customer to, among other things, avoid negatively impacting public health or safety.

13.6 Minimum Requirements for Billing Statements

In addition to any other pertinent data, Billing statements provided by Contractor shall contain the following information, and the language contemplated for compliance with this requirement shall be subject to the City Manager's approval:

(a) A "statement date" indicating the date the Bill is generated.

(b) The service address associated with the account, the billing address, an itemized quantity of each type of Solid Waste Handling Service the Customer receives, and the rate charged for each type of Solid Waste Handling Service. Customers should be able to determine from the Bill the types of Solid Waste Handling Services they are receiving, and the rates charged for each individual Solid Waste Handling Service.

(c) A notice to Customers that the Customer's account will become delinquent if payment is not received by the 30th day following the statement date, and a notification of the amount of fees that will be imposed and the potential for Solid Waste Handling Services interruptions if payments are not received by the specified date and time.

(d) An advisement to Customers that payment can be made in the following manner:

(i) by mailing payment to Contractor at such address as Contractor may designate; or

(ii) by automatic withdrawal from a checking account;

(iii) by major credit card or Automated Clearing House on-line (i.e., via the Internet); or

(iv) in person at Contractor's local office by cash, check, credit card or other acceptable forms of payment.

(e) An advisement that inquiries relating to Solid Waste Handling Services should be directed to Contractor, including an address, phone number and internet site, for such inquiries.

13.7 Billing System

13.7.1 Computerization of Account Information

Contractor shall provide and maintain, at its expense, computer equipment sufficient to operate pertinent computer programs and otherwise provide the services required by this Section. Contractor shall create, at its own expense, computer programs sufficient to operate a computerized Billing system, permanently maintain all account records and otherwise meet the requirements of this Section. Contractor shall utilize computer software, satisfactory to City, in connection with its Billing systems that is compatible with software utilized by City, so as to allow for City to have access to Customer Billing records and account information; and, shall be updated, modified or changed as may be necessary in order for this to occur on an ongoing basis.

13.7.2 Minimum Computer Programming Requirements

In addition to any other requirements set forth herein, the programs created by Contractor to operate and maintain the Billing system shall at a minimum be able to perform the following functions:

(a) create a permanent record of any adjustment to a Customer's account;

(b) work in connection with a backup system such that all Customer account data and records are protected from a computer failure and permanently preserved on not less than a daily basis; and

(c) allow Customers to make payments on-line (i.e., via the Internet) by a major credit card or ACH.

13.7.3 Billing Inquiries

All Billing inquiries shall be entered into the computerized Billing system. Contractor's computer programs shall keep a permanent record of all Billing inquiries and all adjustments to Customer Bills resulting therefrom.

13.7.4 Distribution of Public Information

If requested to do so by City, and at no charge to City, Contractor shall insert any printed material prepared by City into its Billing statements for delivery to its Customers. City shall not request Contractor to include any printed material in its Bills if such material is of a size, shape, or weight that would increase Contractor's postage costs or if such material does not fit into the envelopes utilized by Contractor to mail the Bills. Any printed material to be included in the Bills to be mailed by Contractor shall be provided to Contractor within a reasonable time in advance of Contractor's scheduled mailing date, such that the insertion of such material into Billing envelopes does not delay their scheduled mailing date. If Contractor issues Bills electronically, to the degree reasonable, copies of inserts that would otherwise be mailed shall be included with such electronically distributed Billings.

13.7.5 Collection and Processing of Payments

All payments received by Contractor shall be appropriately credited to Customer accounts, deposited in a bank account and accounted for in a businesslike manner utilizing generally accepted accounting principles. With respect to payments received from each Customer, unless a Customer specifically directs a different allocation, funds shall be allocated first to outstanding charges for Solid Waste Collection, then to any related delinquency fees or other administrative charges, up to the amount of any outstanding balance. Any overpayment shall be credited to future Bills in the same sequence, or returned to Customers as appropriate.

SECTION 14.
FAITHFUL PERFORMANCE

14.1 Surety

Contemporaneously with execution of this Agreement, as security for Contractor's faithful performance of all obligations of this Agreement, Contractor shall provide a surety mechanism (the "Surety") as more fully defined below in the amount of Three Hundred Thousand Dollars ($300,000.00). Two Hundred Fifty Thousand Dollars ($250,000.00) of the Surety may be

comprised of either a performance bond or an irrevocable letter of credit, or a combination of both. If a letter of credit is utilized to satisfy some or all of the Surety requirements, it shall be drawn upon a financial institution with an office within fifty (50) miles of City, and otherwise in a form acceptable to the City Attorney. The performance bond, if any, shall be issued by a duly authorized corporate surety company authorized to do business in California, and in a form acceptable to the City Attorney. Fifty Thousand Dollars ($50,000.00) of the Surety shall be a cash deposit, in an interest bearing account, with such interest increasing the principle amount of the Surety, held in the name of the City upon such terms and conditions as deemed satisfactory to the City Manager. The cost of the Surety shall be the sole responsibility of Contractor. The Surety shall be released within ninety (90) days after both (i) the expiration of the Term of this Agreement, and (ii) Contractor's satisfactory performance of all obligations hereunder.

14.1.1 Forfeiture of Surety

In the event Contractor shall for any reason become unable, or fail in any way, to perform as required by this Agreement, City may declare a portion or all of the Surety, as may be necessary to recompense and make whole the City, forfeited to the City. Upon partial or full forfeiture of the Surety, Contractor shall restore the Surety to its original amount within thirty (30) days of the City's notice to do so. Failure to restore the Surety to its full amount within thirty (30) days shall be a material breach of this Agreement.

14.1.2 Use of Surety by City

Notwithstanding any provision hereof to the contrary, thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, or failure to perform any obligation hereunder, any portion of the Surety may be utilized by City for purposes related to securing performance of such obligations, including, but not limited to: (1) payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City, including specifically liquidated damages; and (2) reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor.

14.1.3 Replacement Letter of Credit

City may draw upon the entire letter of credit (if any) utilized to meet Contractor's obligations pertaining to the Surety, and convert it to a cash deposit, if Contractor fails to cause the letter of credit to be extended or replaced with another satisfactory letter of credit no later than sixty (60) days prior to its expiration.

SECTION 15.
INSURANCE COVERAGE

Contractor shall procure and maintain during the entire Term of this Agreement the following types of insurance and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations or any other obligations as set forth herein.

15.1 Comprehensive General Liability

Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01 including completed operations and contractual liability, with limits of liability of not less than $10,000,000 per occurrence and $10,000,000 annual aggregate for liability arising out of Contractor's performance of this Agreement. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set forth above. If written with an aggregate, the aggregate shall be double the occurrence limit. Such insurance shall be endorsed to:

(a) Name the City and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(b) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

15.2 Automobile Liability Insurance

Automobile Liability Insurance with a limit of liability of not less than $10,000,000 each occurrence and $10,000,000 annual aggregate. The limits shall be provided by either a single primary policy or combination of policies. If limits are provided with excess and/or umbrella coverage the limits combined with the primary will equal the minimum limits set above. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto." Such insurance shall be endorsed to:

(a) Name the City and its employees, representatives, officers and agents as additional insured for claims arising out of Contractor's performance of this Agreement.

(b) Provide that the insurance is primary and non-contributing with any other valid and collectible insurance or self-insurance available to City.

15.3 Workers' Compensation Insurance

Workers' Compensation Insurance in accordance with the Labor Code of California and covering all employees of the Contractor providing any service in the performance of this agreement. Such insurance shall be endorsed to waive the insurer's right of Subrogation against the City, and its employees, representatives, officers and agents, with respect to the performance of Contractor's obligations under this Agreement.

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement unless your insurance carrier is the State of California Insurance Fund (SCIF) and the endorsement numbers 2570 and 2065 are referenced on the certificate of insurance.

15.4 Environmental Pollution Control Insurance

Contractor shall maintain either an endorsement to its general liability policy, or a separate policy of insurance covering environmental pollution and contamination that names the City and

its employees, representatives, officers and agents as additional insureds. Said coverage shall be in the amount of not less than Three Million Dollars ($3,000,000) per occurrence, and Three Million Dollars ($3,000,000) in the aggregate, and shall substantially comply with all other provisions set forth in Section 15.1.

15.5 Endorsements

A statement on an insurance certificate will not be accepted in lieu of the actual endorsement. Insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

Additional Insured Endorsements shall not:

(a) Be limited to "Ongoing Operations"

(b) Exclude "Contractual Liability"

(c) Restrict coverage to the "Sole" liability of Contractor

(d) Contain any other exclusion contrary to the Agreement.

Any Deductible in Excess of $50,000 and/or Self-Insured Retentions must be disclosed to the City.

15.6 Acceptability of Insurers

Each policy shall be from a company with current A.M. Best's rating of A VII or higher and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus lines brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

15.7 Insurance of Subcontractors

Contractor shall be responsible for causing Subcontractors to maintain the same types and limits of coverage in compliance with this Agreement, including naming the City as an additional insured to the Subcontractor's policies.

15.8 Verification of Coverage

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Article. The certificates and endorsements for each insurance policy are to be signed by a Person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by or acceptable to City and are to be received and approved by City before work commences.

15.9 Loss or Reduction in Insurance

In the event that Contractor fails to retain or maintain insurance with the scope and amounts of coverage required hereunder, City shall have the right, but not the obligation, to either terminate

this Agreement, or obtain insurance coverage as required herein on behalf of Contractor and utilize funds from the Surety defined in Section 14 to pay the cost of providing such coverage.

SECTION 16.
ASSIGNMENT, SUBLETTING, AND TRANSFER; REQUIREMENTS AND LIMITATIONS

16.1 General

The franchise granted by this Agreement shall not be sold, hypothecated, sublet, assigned, or otherwise transferred, nor shall any of the rights or privileges herein be hypothecated, leased, assigned, sold, or otherwise transferred, either in whole or in part, nor shall title thereto, either legal or equitable, or any right, interest, or property therein, pass to or vest in any Person, except Contractor, either by action or inaction of Contractor or by operation of law (any of the foregoing, an "Assignment"), without the prior written consent of the City which may be withheld with or without cause. For purposes of permitting Contractor to subcontract to assist in providing discrete services hereunder, and provided Contractor will continue to provide substantially all Solid Waste Handling Services hereunder with its own employees, the written consent of the City Manager shall suffice. Any other Assignment shall require the written consent of the City Council as expressed by a Resolution. Any attempt by Contractor to hypothecate, subcontract, lease, assign, sell, or otherwise transfer any right or interest in this Agreement without the written consent of City shall be null and void and shall give rise to City's right, but not obligation, to terminate this Agreement.

16.2 Assignment to be Broadly Interpreted

For purposes of this Section the term "Assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to: (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to Solid Waste Handling Services under this Agreement to a third party; (ii) a sale, exchange or other transfer of any capital stock or other voting securities of Contractor to a third party; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor, including, without limitation, (a) any actual sale, transfer, or acquisition of Contractor by any entity in which Contractor, or Contractor's principals as of the Effective Date, do not own a majority interest and control, (b) Contractor's grant of a management contract to any Person or entity which is applicable to any aspect of Contractor's performance pursuant to this Agreement, or (c) transfer of the beneficial interest of the cumulative amount of ten percent (10%) or more of Contractor's voting securities to a Person, entity, or group of Persons acting in concert who, as of the Effective Date hereof, own less than ten percent (10%) of such voting securities, and in which Contractor does not own a majority interest and control; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor or any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, transfer occurring in the event of a probate proceeding, foreclosure, retention of collateral in satisfaction of debt or other judicial or non-judicial remedy by a creditor; and (v) any combination of the foregoing (whether or not in related or contemporaneous

transactions) or any other circumstances which has the effect of any such transfer or change of ownership, or change of control of Contractor.

16.3 Nature of Agreement – Personal to Contractor

Contractor acknowledges that this Agreement involves rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Handling Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste Handling Services management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the Solid Waste Handling Services to be rendered by Contractor under this Agreement.

16.4 Procedure for Consideration of Assignment

If Contractor requests City's consideration of and consent to an Assignment, the City Council may deny, approve or conditionally approve such request in its sole and absolute discretion. Under no circumstances shall City be obliged to consider any proposed Assignment if Contractor is in default at any time during the period of consideration. Should the City consent to any Assignment request, such Assignment shall not take effect until all conditions relating to the City's approval have been met including, but not limited to, conditions requiring acceptance of amendments to this Agreement. Any request for an Assignment shall be made in a manner to be prescribed by the City Manager, and no request by Contractor for consent to an Assignment need be considered by City unless and until Contractor has met (or with respect to matters that would only occur upon completion of the Assignment if approved, made reasonable assurances that it will meet) the following requirements:

(a) Contractor shall undertake to pay City its reasonable direct and indirect expenses, including administrative, investigative, consulting, and attorneys' fees and 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 (collectively the "Administrative Assignment Fee"). An advance non-refundable payment in an amount to be determined by the City Manager towards the Administrative Assignment Fee shall be paid to the City prior to City's consideration of any Assignment request, although Contractor shall be responsible to pay all costs incurred by City in considering a request for Assignment, including those in excess of the aforesaid deposit amount, regardless of whether City consents to the Assignment. The Administrative Assignment Fee is in addition to and not in lieu of any franchise fees specified in this Agreement.

(b) If requested to do so, Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years.

(c) Contractor shall furnish City with satisfactory proof: (i) that the proposed assignee has at least ten (10) years of Solid Waste Handling Services experience on

a scale equal to or exceeding the scale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste Handling Services operations due to any significant failure to comply with any Applicable Laws, including any Environmental Laws, and that the assignee has provided City with a complete list of such citations and censures; (iii) that the proposed assignee has at all times conducted its Solid Waste Handling Services in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste Handling Services in accordance with sound Solid Waste Handling Services practices, in full compliance with all Applicable Laws, including all Environmental Laws; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the terms of this Agreement in a timely, safe and effective manner.

(d) The proposed assignee shall execute an agreement in a form reasonably acceptable to City assuming all of Contractor's rights and liabilities under this Agreement.

SECTION 17.
REVIEW OF SERVICES AND PERFORMANCE

17.1 Performance Review

17.1.1 Bi-Annual Review.

Commencing in or about July 1, 2029, and every two (2) years thereafter, City may conduct a review of Contractor's Solid Waste Handling Services, source reduction, processing and other diversion services and overall performance under this Agreement (the "Performance Review"). The purpose of the Performance Review is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, processing and disposal to achieve a continuing, advanced Solid Waste Handling Services, source reduction and Recycling and disposal system; and to ensure all Solid Waste Handling Services are being provided by Contractor with adequate quality, effectiveness and economy and in full compliance with the terms of this Agreement. Topics for discussion and review at the Performance Review shall include, but shall not be limited to, Solid Waste Handling Services provided, feasibility of providing new Solid Waste Handling Services, application of new technologies, Customer complaints, possible amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding all applicable diversion requirements, regulatory constraints and Contractor performance. City and Contractor may each select additional topics for discussion at any Performance Review.

17.1.2 Additional Performance Reviews.

In addition to the Bi-Annual Performance Review, if the number of Customer complaints regarding Contractor's Solid Waste Handling Services are deemed by City to be excessive, City may, hold a Performance Review at any time. Should City choose to do so, it shall notify Contractor of its intent to hold Performance Review at least ninety (90) days in advance thereof. The notice will indicate whether the hearing will occur before City staff, the Council, or such other body as the City may designate in the notice. Forty-five (45) days after receiving notice from City

of a Performance Review, Contractor shall submit a report to City which may contain such information as it wishes to have considered, and shall contain the following:

(a) Current diversion rates and a report on Contractor's outreach activities for the past year.

(b) Recommended changes and/or new programs and/or Solid Waste Handling Services to improve the City's ability to meet all applicable diversion requirements and to contain costs and minimize impacts on rates.

(c) Any specific plans for provision of changed or new programs and/or Solid Waste Handling Services by Contractor.

17.2 Performance Satisfaction Survey

If requested by the City, Contractor will create and conduct a survey at Contractor's expense in preparation for any Performance Review. City shall notify Contractor of its desire for such a survey at least ninety (90) days in advance of the Performance Review. The purpose of the survey is to determine Customer satisfaction with current Collection services, and Customer service provided by Contractor. The survey shall be conducted by an independent third party market research organization, who shall contact a Customer sample deemed appropriate to obtain a margin of error not to exceed five percent (5%). Contractor shall obtain City's approval of the survey's content, format, and Customer contact list prior to its distribution. The City may require that Contractor have Customer responses to the survey returned directly to the City. The survey results shall be made available to the City thirty (30) days prior to the Performance Review. If approved in writing by the City Manager, the foregoing may be satisfied by Contractor providing Customer survey data it gathers in the regular course of its business.

SECTION 18.
CITY'S REMEDIES; DEFAULT AND TERMINATION

18.1 Notice of Default

If the City Manager determines that Contractor has defaulted in the performance of any obligation hereunder, or that Contractor's performance pursuant to this Agreement with respect to such matters has not been in conformity with reasonable industry standards which are obtained in similar cities in Southern California, the provisions of this Agreement, the requirements of the Municipal Code, the requirements of CalRecycle, including, but not limited to, requirements for source reduction and Recycling or any other applicable federal, state, or local law or regulation, including but not limited to the laws governing transfer, storage, or disposal of Special Wastes, or Hazardous Substances (to the extent applicable to Contractor, and/or Contractor's activities under this Agreement), the City Manager may provide written notice to Contractor of such default. The City Manager may, in such written notice, set a reasonable time within which correction of such default shall be made. Unless a longer or shorter time is otherwise specified by the City Manager, a reasonable time for correction shall be thirty (30) days from the date such written notice is given.

18.2 Failure to Cure

If Contractor fails to correct, to the satisfaction of the City Manager, all deficiencies contained in the written notice thereof within the specified time, or if it is not reasonably possible to correct such deficiencies within the specified time, and Contractor fails to commence to correct or remedy such deficiencies within the specified time and diligently effect such correction or remedy thereafter, then the City Manager may refer the matter to the City Council for review, or review the matter himself or herself.

18.3 Review by City Manager

If the City Manager reviews the matter and determines that Contractor has failed to properly or adequately correct any default set forth above, the City Manager, in the exercise of his or her discretion, may terminate this Agreement, or take such other action as he or she deems appropriate to pursue any remedy available to City. A decision or order of the City Manager shall be final and binding on Contractor unless Contractor files a "Notice of Appeal" with the City Clerk within fifteen (15) business days of the date the notice of the City Manager's decision is given to Contractor. The City Manager shall schedule any appeal for consideration by the City Council at the earliest feasible City Council Meeting following the date a Notice of Appeal is given to City.

18.4 City Council Review

In the event an appeal of a decision of the City Manager is filed, or if the City Manager refers the matter to the City Council without rendering a decision, the City Council shall set the matter for consideration before the City Council as a regular agenda item. In reviewing the matter the City Council may consider any information reported by the City Manager regarding the deficiencies, and shall give Contractor, or its representatives and any other interested Person, a reasonable opportunity to be heard. The City Council shall determine whether Contractor has failed to properly or adequately perform as set forth above, and if so whether to terminate this Agreement, or to pursue any other remedy available to City.

18.5 Performance During Reviews

Contractor's performance under this Agreement is not excused during any period of time when its performance is under review as set forth above, including at any time prior to a final decision as to whether such performance is deficient.

18.6 Termination without Right to Cure

The above right of termination as a result of Contractor's failure to timely cure any deficiency is in addition to City's right to terminate this Agreement without affording Contractor an opportunity to cure under any of the following circumstances:

(a) If Contractor practices, or attempts to practice, any fraud upon City.

(b) If Contractor becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Contractor in a bankruptcy proceeding.

(c) If Contractor willfully violates any orders or rulings of any regulatory body having jurisdiction over Contractor, which violation will materially interfere with Contractor's performance of this Agreement directly related to Solid Waste Handling Services provided by Contractor pursuant to this Agreement. So long as City's rights are not prejudiced during the pendency of any challenge to such orders or rulings by Contractor, Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no material breach of this Agreement shall be deemed to have occurred until a final ruling has been rendered.

(d) If Contractor ceases to provide Solid Waste Handling Services, including Collection of Solid Waste and/or Recyclable Material as required under this Agreement over all or any portion of the Franchise Area for a period of seven (7) consecutive days or more, for any reason not specified as a force majeure event hereunder.

(e) If Contractor fails to materially comply with any insurance or indemnification requirement set forth in this Agreement; provided, however, that Contractor shall have a reasonable opportunity to cure any default relating to the Contractor's failure to provide the City with proof of insurance, so long as such insurance is in effect at all times.

(f) If City is required to pay any fine or penalty, which Contractor is required by the terms hereof to pay, yet which Contractor fails, refuses, neglects or is unable to timely pay.

(g) If Contractor, or any management level employee of Contractor is convicted of a "Criminal Matter" (as defined herein). For purposes of this Section the term "Criminal Matter" refers to any felony or misdemeanor offense having any relationship to either Solid Waste Handling Services or public corruption (including, without limitation, bribery, conflict of interest related allegations, vote selling, or any similar type charges).

18.7 Liquidated Damages

18.7.1 General

The City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied Solid Waste Handling Services or denied quality or reliable Solid Waste Handling Services; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of this Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the Solid Waste Handling Services that are the subject of this Agreement might be available at substantially lower costs than alternative Solid Waste Handling Services and the monetary loss resulting from denial of Solid Waste Handling Services or denial of quality or reliable Solid Waste Handling Services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies

are, at best, a means of future correction and not remedies which make the public whole for past breaches.

18.7.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The Parties further acknowledge that consistent, reliable Solid Waste Handling Services are of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of Solid Waste Handling Services commitment in entering into this Agreement with Contractor. The Parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable Solid Waste Handling Services and performance. The Parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City and its residents will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages which City will suffer. Therefore, without prejudice to City's right to treat such breaches as an event of default, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each Party specifically confirms the accuracy of the statements made above and the fact that each Party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made.

Contractor **City**
Initial Here _____ **Initial Here _____**

18.7.3 Calculations for Liquidated Damages

Contractor agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below for each type of action warranting such damages:

(a) Contract Compliance

(i) For each failure to comply with any provision of this Agreement not otherwise expressly called out in this Section 18.7.3, exceeding 10 of any type or nature in any calendar year: $150.00

(b) Collection Reliability

(i) For each failure to commence providing Solid Waste Handling Services to a new Customer account within seven (7) days after it is ordered, which exceed five (5) such failures annually: $150.00.

(ii) For each failure, which exceeds ten (10) such failures annually, to Collect Solid Waste from any established Customer on the scheduled Collection day: $150.00.

(iii) For each failure to Collect Solid Waste, which has been properly set out for Collection, from the same Customer on two (2) consecutive scheduled Collection days: $150.00.

(c) Collection Quality

(i) For each occurrence of failure to properly return empty Containers to their proper location and thereby causing pedestrian or vehicular traffic impediments which exceeds ten (10) such occurrences annually: $150.00.

(ii) For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually: $250.00.

(iii) For each occurrence of damage to private property in an amount in excess of $1,000 where compensation has not been paid, which exceeds five (5) such occurrences annually: $250.00.

(iv) For each failure to clean up Solid Waste spilled from properly filled (not overfilled) Containers, excepting amounts that are so nominal in nature that they would not reasonably be expected to be noticed by the driver of a Collection Vehicle, within 90 minutes that exceeds ten (10) such failures annually: $150.00.

(d) Use of Collections Vehicles without Registration or Inspection

(i) For each day, exceeding one (1), in which a Collection Vehicle is used in City without such Collection Vehicle having a current registration from the DMV: $500.00.

(ii) For each day, exceeding five (5), in which a Collection Vehicle is used in City without such Collection Vehicle having a current Inspection Tag issued by City: $500.00.

(e) Customer Responsiveness

(i) For each failure to initially respond to a Customer complaint within one (1) business day, which exceeds five (5) such occurrences annually: $250.00.

(ii) For each failure to process Customer complaints to City as required herein, which exceeds five (5) such occurrences annually: $250.00.

(iii) For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within one (1) business day of a request from City that exceeds ten (10) failures annually: $150.00.

(f) Timeliness of Submissions to City

(i) Any report shall be considered late until such time as a correct and complete report is received by City. For each calendar day a report is late, the daily liquidated damage amount shall be:

(1) Monthly Reports: $150.00 per day.

(2) Quarterly Reports: $250.00 per day.

(3) Annual Reports: $350.00 per day.

(g) Cooperation During Transition With Subsequent Solid Waste Enterprise

(i) Subject to applicable data security and privacy laws, for each day routing information, including Billing information and other operating records needed to provide Solid Waste Handling Service to a Premises, is requested by City in accordance with Section 29 and is received after City-established due dates, both for preparation of a request for proposals and for any subsequent Solid Waste enterprise's implementation of service: $1,000/day.

(ii) For each day delivery of keys, security codes, remote controls used to access garages, gates and bin enclosures, or other means of access to Solid Waste Containers is delayed beyond one (1) day prior to new Solid Waste enterprise providing Solid Waste Handling Servicing to Customers with access issues: $1,000/day.

18.7.4 Process for Assessment of Liquidated Damages

(a) City may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or through an investigation of Customer complaints. It is the desire of the Parties to work together to avoid the imposition of liquidated damages and accordingly City will endeavor to timely communicate to Contractor any information that it receives which might give rise the imposition of liquidated damages in order to facilitate Contractor's ability to correct any deficiency, or prevent the recurrence of any conduct for which liquidated damages might eventually be imposed.

(b) Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with the City Manager. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The City Manager will provide Contractor with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the City Manager to assess liquidated damages thereafter shall be final.

(c) City may assess liquidated damages for each calendar day or event, as appropriate, that Contractor is determined to be liable in accordance with this Agreement.

18.7.5 Timing of Payment

Contractor shall pay any liquidated damages assessed by City within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against any security required by this Agreement to obtain payment, may withhold payments it otherwise owes to Contractor (i.e., funds collected by City in connection with utility billing payments) as a means by which to obtain payment, or may find Contractor in default and exercise its right to terminate this Agreement as set forth herein.

SECTION 19.
CONTRACTOR'S REMEDIES; ADMINISTRATIVE HEARING

19.1 Administrative Hearing

Should Contractor contend that City is in breach of any aspect of this Agreement, it shall give notice to the City Manager requesting an administrative hearing on the allegation. The hearing shall occur as soon as reasonably possible, or on such date as mutually agreed by the Parties, and shall be held before an impartial hearing officer to be determined by the City Manager. The hearing officer shall make an advisory ruling on Contractor's allegations, and suggest a remedy if a breach by City is determined to exist. The hearing officer's ruling and recommendations shall become final and binding if the Parties so agree in writing within thirty (30) days of the date notice of the decision is given to both Parties. Otherwise, the hearing officer's ruling shall have no further force or effect.

19.2 Other Remedies; Claims

Contractor shall be entitled to all available remedies in law or equity for City's breach of this Agreement; provided, however, Contractor shall not file or otherwise commence any action against City, in law or equity, in any court, until after an administrative hearing as set forth above has been completed, and the above noted thirty (30) day period to accept the hearing officer's decision has passed, or either City or Contractor has given timely written notice to the other that it will not accept the hearing officer's decision.

19.3 Actions for Damages

As a prerequisite to the filing and maintenance of any action for damages by Contractor against City arising out of this Agreement, Contractor shall present a claim to City, as required by Government Code Section 910 et seq., within thirty (30) days of the date of the occurrence giving rise to the claim for damages.

SECTION 20.
CITY'S ADDITIONAL REMEDIES FOR BREACH BY CONTRACTOR

In addition to any other remedies set forth herein, City shall be entitled to any or all of the following rights and remedies in the event of a breach of this Agreement by Contractor:

20.1 Right to Use Equipment

The right to use Contractor's equipment for the purpose of providing Solid Waste Handling Services, for a period not to exceed one (1) month. In the case of equipment not owned by Contractor, Contractor shall assign to City, to the extent Contractor is permitted to do so under the instruments pursuant to which Contractor possesses such equipment, the right to use the equipment. If City exercises its rights under this Section, City shall pay to Contractor the reasonable rental value of the equipment for the period of City's use thereof (although payment may, if appropriate, occur in the form of a setoff against damages otherwise owed by Contractor pursuant to the terms hereof);

20.2 Right to Authorize Others

The right to Authorize others to perform the Solid Waste Handling Services otherwise to be performed by Contractor hereunder, or to perform such Solid Waste Handling Services itself; and

20.3 Damages/Equitable Relief

The right to obtain damages and/or injunctive relief. Both Parties recognize and agree that in the event of a breach of this Agreement by Contractor, City will suffer irreparable injury and incalculable damages sufficient to support injunctive relief, to specifically enforce the provisions of this Agreement, and to enjoin the breach hereof.

SECTION 21.
RIGHTS OF CITY TO PERFORM DURING EMERGENCY

21.1 Provision of Service

Should Contractor, for any reason whatsoever, refuse or be unable to provide Solid Waste Handling Services for a period of more than seventy-two (72) hours, and if as a result thereof, Solid Waste should accumulate in City to such an extent or in such a manner that the City Manager finds that such accumulation endangers or menaces the public health, safety, or welfare, City shall have the right, upon twenty-four (24) hours prior written notice to Contractor, during the period of such emergency, to temporarily take possession of any or all equipment and facilities of Contractor previously used in providing Solid Waste Handling Services and provide, through its own forces or otherwise, Solid Waste Handling Services which Contractor otherwise would be obligated to provide pursuant to this Agreement. Contractor agrees that in such event it shall fully cooperate with City to affect such a transfer of possession for City's use.

21.2 Possession of Equipment

Contractor agrees, that in the event of circumstances described in Section 21.1 above, City may take temporary possession of and use all of said equipment and facilities without paying Contractor any rental or other charges. Upon Contractor giving City notice that it is able to resume its normal responsibilities under this Agreement City shall relinquish possession of all of the above mentioned property to Contractor.

21.3 Exclusions from Right to Possession of Equipment without Compensation

Specifically excluded from the circumstances in which City may possess and utilize Contractor's equipment without compensation are circumstances in which Contractor fails or refuses to provide Solid Waste Handling Services hereunder for any reason which is not a force majeure event as defined herein. In such circumstances City's right to utilize and possess Contractor's equipment shall be subject to the provisions of the above Section 20.

SECTION 22.
PRIVACY

Contractor shall strictly observe and protect the privacy rights of Customers. Information identifying individual Customers or the composition or contents of a Customer's Solid Waste stream, or any of the Billing information pertaining to any Customers, shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, ordinance, or regulation of a governmental agency having jurisdiction, or upon valid authorization of the Customer. This provision shall not be construed to preclude Contractor from preparing, participating in, or assisting in the preparation of waste characterization studies or waste audits which may be required by the Applicable Laws or this Agreement. Contractor shall not market or distribute, outside the normal course of its business, mailing lists with the names and addresses of Customers. The rights afforded Customers pursuant to this Section shall be in addition to any other privacy right afforded Customers pursuant to federal or state law.

SECTION 23.
REPORTS AND ADVERSE INFORMATION

23.1 General Application and Interpretation.

The Parties acknowledge that City will require reporting at various intervals by which information important to City can be compiled and analyzed. Throughout the Term the Parties agree to work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed at the direction of City if necessary to comply with the Applicable Laws, or by agreement of the Parties provided any such change is approved by the City Manager in writing, and consistent with the Applicable Laws. Contractor agrees to provide all information in its control necessary for City to meet its reporting obligations under the Applicable Laws, and to provide reports more frequently than set forth herein if necessary to do so, all in a format reasonably acceptable to City. The express requirements set forth herein are not intended as a limitation, but rather set forth minimums which Contractor shall comply with in order to meet its obligation to provide information and reports. Contractor shall provide any additional information or reports requested by City to enable it to meet its obligations under the Applicable Laws not set forth herein.

23.2 Use of Reporting Software.

Contractor shall utilize computer software, satisfactory to City, to produce reports required under this Section, and shall be responsible for costs associated therewith. The computer software

utilized shall be compatible with software utilized by City, and shall be updated, modified or changed as may be necessary in order for this to occur on an ongoing basis.

23.3 Customized Reports.

Upon request from City, Contractor shall prepare and provide customized reports containing information that Contractor is required to maintain hereunder in any reasonable format as may be requested by City.

23.4 Monthly Reports

On a monthly basis, and no later than the last business day of each month, Contractor shall submit a written report, in a form approved by City, which includes, at least the following information related to the prior month, with each report including a year-to-date summary page as well as the data submitted from the monthly report(s) submitted in the previous calendar year:

(a) a summary of all Solid Waste Collected, sorted by type of waste Refuse, Recyclable Materials, and Organic Waste (and within each type, any additional breakdown reasonably available to Contractor as a result of its normal operations (i.e., paper, CRV, Food Waste)

(b) the facilities where all Solid Waste was delivered for disposal or processing and including the weight in tons so delivered; and, if requested by City, true and accurate copies of landfill and processing facility tipping receipts, records showing delivery at processing or reuse facilities, and similar such documents in order to enable City to verify Contractor's reports.

(c) a narrative of problems encountered (i.e., scavenging or other issues) and actions taken to address such problems and any recommendations for the City to assist with such actions.

(d) a description of outreach and educational activities conducted, including copies of promotional and/or educational materials distributed to Customers during the month.

(e) a description of the total quantities in tons of diversion in a manner that complies with the Applicable Laws and is acceptable to CalRecycle.

(f) the number of Containers, broken down by Container type utilized and Container capacity; including specifically all Containers used in connection with Temporary Services.

(g) a summary of all C&D Debris related services provided to Customers, including a summary of activities taken to ensure compliance with the California Green Building Standards Code and other Applicable Laws related to C&D Debris.

(h) a summary of all new accounts, accounts with services stopped or suspended, and accounts reactivated following stops or suspensions.

(i) the total number of Organics Recycling Waivers granted by City and the total number of related verifications performed by Contractor.

(j) the number of Bulky Item Collections by type, and the disposition of Bulky Items associated therewith.

(k) the total number of Organics Recycling Waivers requested and a summary of the status of each waiver for which information or assistance requested by City from Contractor is pending.

(l) a report of contamination monitoring activities including:

(i) the number of route reviews and/or waste evaluations conducted and a summary thereof;

(ii) a description of the process used for determining the level of contamination;

(iii) a summary of actions taken in cases where contamination was identified.

(iv) a summary of contamination fees assessed, broken down by Customer type and amounts.

(m) a report listing all complaints asserting lack of compliance with SB 1383 and a summary of action taken in connection with each.

(n) a report summarizing Customer service related complaints, and the status or resolution of such complaints.

(o) a report summarizing missed Collections and associated credits, including Customer names, addresses, date of missed Collection, the specific services not provided, and any other information the City may determine it needs to accurately calculate and or verify credits per Section 13.3.

(p) a report summarizing all incidents of spills, leaks or discharges from Collection Vehicles, or occurring during the Collection process, including a summary of each incident identifying the materials which were involved in the discharge, the address (or approximate address), the Collection Vehicle involved by number or other identifying means, photographs of the spill, leak or discharge, photographs depicting the site after it is cleaned up, and the method used for clean up (including specifically all actions taken to ensure compliance with NPDES requirements.)

(q) an update to the Vehicle Inventory summarizing (if and as applicable) new Collection Vehicles placed into service in the City, and applicable updates to DMV registration or annual City Inspection Tags for each Collection Vehicle.

(r) a report of activities related to Edible Food Generators including:

(i) the total number of known Tier One and Tier Two Commercial Edible Food Generators located within the City.

(ii) the number of known Food Recovery Services and Food Recovery Organizations located and operating within the City that contract or have written agreements with Commercial Edible Food Generators for Food Recovery

(iii) the number of Tier One and Tier Two Commercial Edible Food Generators participating in an Edible Food Recovery program

(iv) a report of the total pounds of Edible Food Recovered in the previous month if known to Contractor.

(v) the number of Commercial Edible Food Generators who participate in an Edible Food Recovery program, if known to Contractor, and any known reasons provided by those who do not participate.

(s) upon request, but not otherwise required in monthly reports, a summary of each Customer account, showing the address for service, the services received, and the rates charged for all services.

23.5 Quarterly Reports

Within thirty (30) days after the end of each calendar quarter during the Term, Contractor shall provide a summary of the information required in the monthly reports, in a format reasonably acceptable to City, and such other information and/or back up data as may be reasonably requested by City to enable it to comply with its obligations under the Applicable Laws.

23.6 Annual Reports

Within thirty (30) days after the end of each calendar year during the Term and within thirty (30) days after the end of the Term, Contractor shall submit a written annual report, in a form approved by City, which includes, at least the following information:

(a) a summary of the information required in the monthly and quarterly reports, in a format reasonably acceptable to City, and such other information and/or back up data as may be reasonably requested by City to enable it to comply with its obligations under the Applicable Laws.

(b) a summary of the previous year's activities including, but not limited to, Solid Waste Handling Services begun or discontinued during the reporting year, and the number of Customers broken down on a monthly basis;

(c) any information and reports not otherwise contained in this Section 23 required by City to meet its reporting obligations imposed by the Applicable Laws;

(d) a revenue statement, certified by the chief financial officer of Contractor, setting forth all fees and payments to the City, including Franchise Fees, and the basis for the calculation thereof, including specifically a breakdown of sources of revenue included in Gross Receipts and the amount of revenue derived from each such source comprising Gross Receipts;

(e) a list of Contractor's officers and the members of its Board of Directors; and

(f) a list of stockholders or other equity investors holding five percent (5%) or more of the interest in Contractor.

(g) a report showing Contractor's verification of the condition of all Containers, as required by Section 8.1.11(f).

23.7 Confidential and Proprietary Information.

Contractor acknowledges that City is legally obligated to comply with the California Public Records Act ("CPRA"), lawfully issued subpoenas, and other legal obligations. City acknowledges that certain records, reports, or information contained therein, which Contractor may be required to maintain under this Agreement or Applicable Law, are protected by or exempt from disclosure under Applicable Law (including, without limitation, law governing data security and privacy rights) or are of a proprietary or confidential nature or may include intellectual property of Contractor, including, without limitation, any confidential information, copyrighted material, proprietary information, trade secrets or trademark/service mark, as well as any and all such documents or reports containing such information (together, "Contractor's Intellectual Property"). In such instances, Contractor will inform City in writing of which records which may be protected or exempt from disclosure under Applicable Law or contain Contractor's Intellectual Property. At such time as City receives a request for records under the CPRA or Federal Freedom of Information Act or a subpoena or other court order requesting disclosure of records which include Contractor's Intellectual Property, City shall notify Contractor of the request, subpoena or order and of City's obligation and intent to provide a response within ten (10) days. Contractor shall within five (5) days either: (i) consent in writing to the disclosure of the records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of competent jurisdiction staying or enjoining the disclosure of the records. Nothing in this Agreement shall require Contractor to disclose any records, reports, or information protected by or exempt from disclosure under Applicable Law to the City or any third party, or provide any of Contractor's Intellectual Property to City or any third party under any circumstances. The City agrees to hold all documents and information reviewed by City pursuant to this Agreement which comprise Contractor's Intellectual Property as confidential and shall not disclose the same unless and to the extent disclosure is required pursuant to Applicable Law.

23.8 Format of Reports

Each report shall be submitted to City, addressed to the City Manager or his or her designee. Records related to performance of this Agreement shall be maintained by Contractor in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed.

The format of each report shall be approved by City. Contractor agrees to submit all reports to e-mail addresses designated by City in an electronic format approved by the City, using software systems as may be directed by City.

23.9 Adverse Information

Contractor shall provide City copies of all reports, pleadings, applications, notifications, communications, and documents, as well as copies of all decisions, correspondence, and actions, and other material adversely affecting this Agreement, or related in any manner to Contractor's performance of this Agreement, submitted or received by Contractor to or from the United States Environmental Protection Agency, CalRecycle, the California Regional Water Quality Control Board, and any other federal, state, regional, or local regulatory agency. Copies shall be submitted to City simultaneously with Contractor's filing of such matters with said agencies. Contractor's routine correspondence to said agencies need not be automatically submitted to City, but shall be made available to City upon written request.

23.10 Failure to Report

The refusal of Contractor to file any of the reports required, or the inclusion of any materially false or misleading statement or representation made knowingly by Contractor in such report shall be deemed a material breach of this Agreement, and shall subject Contractor to all remedies, legal or equitable, which are available to City under this Agreement or otherwise.

SECTION 24.
COMPENSATION

24.1 Contractor's Rates

Contractor shall provide Solid Waste Handling Services to Customers pursuant to this Agreement at rates it sets, charges to, and collects from Customers, which rates shall not exceed the maximum rates set forth in Exhibit A, which sets out the maximum rates that may be charged by Contractor, as such maximum rates may be adjusted from time to time pursuant to the terms hereof. The maximum rates set forth in Exhibit A are inclusive of all Solid Waste Handling Services to be provided, including transportation, disposal, and Container costs, and no other charges shall be imposed by Contractor for such Solid Waste Handling Services.

24.2 Resolution of Disputes Regarding Rate Adjustments

Any dispute regarding an adjustment to the maximum rates Contractor may charge, or the computation thereof, shall reasonably be decided by the City Manager. The rates in effect at the time such dispute is submitted to the City Manager shall remain in effect pending resolution of such dispute. The effective date of the adjusted maximum rate following the resolution of any such dispute, whether retroactive or prospective, shall be determined by the City Manager.

24.3 Annual Adjustments to Maximum Rates

The maximum rates set forth on Exhibit A are comprised of a Service Component, meaning __% of such rates, and a Disposal/Processing Component, meaning __% of such rates [THE

APPLICABLE PERCENTAGE FIGURES WILL BE BASED UPON THE INFORMATION CONTAINED IN THE PRICING FORM PROVIDED BY THE SELECTED PROPOSER WITH ITS PROPOSAL].[1] Commencing on July 1, 2028, the Service and Disposal Components of the maximum rates as set forth in Exhibit A shall be adjusted (the "Annual Adjustment") as more fully described below, and the Annual Adjustment shall occur each year thereafter on each subsequent July 1st during the Term hereof (the "Adjustment Dates"), as follows:

24.3.1 Service Component.

The Service Component of the maximum rates set forth in Exhibit A will be adjusted by the Percentage Change in CPI on each Adjustment Date.

24.3.2 Disposal/Processing Component.

The Disposal/Processing Component of the maximum rates set forth in Exhibit A will be adjusted by the percentage increase in the tipping fees or other charges imposed by the County of Orange pursuant to the County Agreement which become effective as of the applicable Adjustment Date as compared with the applicable tipping fees or charges imposed by the County of Orange in the preceding Adjustment Date.

It is the intention of the parties that the Disposal/Processing component associated with any of the maximum rates as set forth in Exhibit A shall be adjusted no more often than annually on each Adjustment Date such that they reflect each Customers pro-rata share of any increase or decrease in the actual tipping fees charged by the County of Orange landfill system, and actual, processing fees paid by Contractor for processing Recyclable Materials and Organic Waste. Recognizing that the disposal component is comprised of and intended to be a pass through of actual costs incurred as tipping fees and processing fees associated with the Approved Facilities set forth in Exhibit C, and that tipping fees and processing fees vary for each such facility, the adjustments to the Disposal/Processing component for each upcoming year will be based on actual costs incurred in the prior year. To accomplish this, in advance of each Adjustment Date, Contractor shall tabulate the actual tonnage of Solid Waste delivered to each of the Approved Facilities during the prior calendar year. The increase if any in tipping fees or processing fees for the upcoming year at each Approved Facility shall then be proportionately applied to the tonnages of Solid Waste delivered to each, such that the adjustment to the Disposal/Processing component will reflect a pass through of actual costs incurred at each of the different Approved Facilities utilized. Notwithstanding the forgoing, the increase in tipping fees or processing fees at any Approved Facility with is owned, operated or controlled by Contractor or any Affiliate of Contractor shall not exceed the Change in CPI. Once established, the overall increase to the Disposal/Processing component will be allocated on a pro-rata basis amongst each category of Customers for the upcoming year. Contractor shall propose the Annual Adjustment to the Disposal/Processing Component, as well as the proposed apportionment of tonnage per category

[1] There are various maximum rates set forth in Exhibit A for services which do not include processing or disposal such as, by way of example "Bin Relocation" and "Bin Cleaning." Such services are comprised only of a Service Component, and shall only be adjusted annually based on the formula applicable to the Service Component. Any dispute as to the applicability of this provision shall be resolved by the City Manager.

of Customer to the City Manager each year in connection with his/her approval of the Annual Adjustment referenced in Section 24.3.4, along with all data used to calculate the proposal, and such proposal shall be subject to the City Manager's approval (with the City Manager's determination as to the appropriate allocation being final.) Commencing on July 1, 2028, and thereafter on each subsequent July 1st during the Term, the maximum rates as set forth in Exhibit A shall be increased based on the Percentage Change in CPI (the "Annual Adjustment"), provided all other relevant conditions of such increase are satisfied.

24.3.3 Compliance with Agreement Required For Annual Increase

No increase to the maximum rates shall occur as part of an Annual Adjustment request if Contractor did not substantially comply with all terms of this Agreement in the rate year preceding the increase, including without limitation, provisions hereof relating to insurance and surety requirements, or reporting, diversion, and Customer service standards.

24.3.4 City Manager Approval of Annual Rate Increases.

Contractor shall request an Annual Adjustment from, and provide all information necessary to support such Annual Adjustment to the City Manager on or before March 31 each year. The City Manager shall approve such a request unless he/she determines, based upon substantial evidence, that either: (1) it does not comply with the adjustment formula set forth herein, or (2) Contractor did not substantially comply with all terms of this Agreement in the rate year preceding the requested increase.

24.3.5 Contractor Responsibility to Calculate Rate Adjustments

It is anticipated that to obtain City Manager's approval of Contractor's requested rate increase, Contractor shall provide all necessary information to justify the request. City will make an effort to verify information provided by Contractor, but ultimately Contractor bears the burden of ensuring the submitted information is correct and supported by all necessary documentation. Contractor agrees and acknowledges that City is entitled to rely, in good faith, on information submitted by Contractor, including mathematical calculations, CPI data, and other documentation, to justify Contractor's requested rate increase. In the event that there are errors in Contractor's requested rate increase request, including, but not limited to, an inaccurate rate adjustment request, inaccurate application of the rate increase formula described above, or usage of inaccurate data, Contractor acknowledges and agrees that City is entitled to seek recovery of damages on behalf of the public sufficient to compensate for the errors. Contractor also waives any arguments or defenses Contractor now has or may have in the future, including estoppel, waiver, or other similar equitable remedies, with respect to any action, claim, demand, proceeding or suit in law or equity of any and every kind and description brought by the City due to errors in Contractor's requested rate increase.

24.4 Discretionary Adjustments

Contractor may request an adjustment to the maximum rates set forth in Exhibit A at reasonable times other than as set forth above for unusual changes in the cost of providing Solid Waste Handling Services under this Agreement. For each request for an adjustment to the maximum rates brought pursuant to this Section Contractor shall prepare a schedule documenting

the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for the assumptions made by Contractor in preparing the estimate. The City Council shall review Contractor's request and, in the City Council's reasonable judgment make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment.

SECTION 25.
IDENTIFICATION OF CONTRACTOR

Contractor has agreed to use the name "_____" to identify itself to the public as the specific organization that shall provide all Solid Waste Handling Services under this Agreement. Unless otherwise approved in writing by City, Contractor shall identify itself using the foregoing in all correspondence, Billing statements, directory listings, publications, brochures, references, signs, and vehicle and Container identification.

SECTION 26.
CITY'S FLOW CONTROL OPTION/COUNTY AGREEMENT

26.1 Flow Control Option

City shall have the authority to choose the location for the delivery and/or disposal of all Solid Waste, including without limitation Recyclable Materials, Organic Waste, and C&D Debris Collected pursuant to this Agreement (hereinafter City's "Flow Control Option"). Contractor expressly consents to City's exercise of it's Flow Control Option, and waives any and all rights to challenge City's ability to do so, including without limitation any rights under the Commerce Clause of the United States Constitution. As of the Effective Date, City shall be deemed to have exercised its Flow Control Option so as to require disposal of Solid Waste Collected hereunder at the Orange County landfill system in a manner consistent with its obligations under the County Agreement (including, without limitation, its obligations related to Solid Waste that is delivered to a processing/transfer facility prior to being delivered to a landfill for disposal), and Contractor has agreed to handle all Solid Waste Collected hereunder in a manner consistent with City's exercise of its Flow Control Option as noted above. Contractor may utilize the Approved Facility(ies) for the delivery, transfer and processing of Recyclable Materials and Organic Waste understanding any residue from processing must be handled in a manner that is consistent with City's obligations under the County Agreement. Notwithstanding any provision hereof to the contrary, at any time during the Term of this Agreement the City Manager may notify Contractor in writing that City desires to exercise its Flow Control Option with regard to Recyclable Materials and/or Organic Waste; or, alternatively, that it no longer desires to exercise its Flow Control Option as noted above. In the event City so notifies Contractor, the Parties shall work together to arrive at an adjustment to the maximum rates set forth in Exhibit A, either upward or downward as the case may be, to reflect any increased or decreased costs Contractor incurs due to the resulting change.

SECTION 27.
INDEMNIFICATION

27.1 General Indemnification

Contractor hereby agrees to and shall defend, reimburse, indemnify and hold harmless the City Indemnitees from and against any and all claims, suits, actions, proceedings, liabilities, damages, injuries, demands, orders, losses, costs, fees, charges, expenses, fines, liens, penalties, reasonable attorneys' fees, reasonable consultant fees, forfeitures and judgments, of whatever kind or nature (collectively, "Claims") in law or equity or in other proceedings, whether judicial, quasi-judicial or administrative in nature, of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to any property, or for contribution or indemnity claimed by third parties) arising out of, resulting from, and/or in any way connected with this Agreement including: (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, and/or subcontractors to comply in all respects with the provisions of this Agreement (including without limitation Contractor's obligation to ensure City complies with the requirements of the County Agreement), all Applicable Laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; (3) the acts of Contractor, its officers, employees, agents, and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws); and (4) any challenge to the award of, or any provisions of this Agreement (including any claim that the application of any provision hereof violates any provision of the California Constitution). The foregoing defense, reimbursement, indemnity and hold harmless provisions shall apply regardless of whether such Claim is also caused in part by any of City Indemnitees' negligence, but shall not extend to matters resulting from the City Indemnitees' sole negligence or willful misconduct. Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to City) the City Indemnitees against any and all Claims in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor. Contractor shall receive credit towards this indemnity obligation for any sums received by or for the benefit of City from insurance obtained by Contractor for the benefit of City.

27.1.1 Defense of Indemnitees.

Contractor, upon demand of City, made by and through the City Attorney, shall protect City and appear in and defend the City Indemnitees in any claims or actions by third parties, whether judicial, administrative or otherwise, including, but not limited to disputes and litigation over the definitions of "Solid Waste" or "Recyclable Material," the scope of the rights granted herein, conflicts between the rights granted herein and rights asserted by other Persons, or the limits of City's authority with respect to the grant of licenses, or agreements, exclusive or otherwise, asserting rights under the Dormant Commerce Clause or any other federal or state laws to provide Collection services in the City.

27.1.2 Survival of General Indemnity Following Term.

The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

27.2 Hazardous Substances Indemnification

Without regard to any insurance coverage or requirements (but giving credit to Contractor for any sums received by or for the benefit of City from insurance obtained by Contractor for the benefit of City), and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), defend, reimburse, indemnify, and hold the City Indemnitees harmless from and against any and all Claims,(including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, mitigation costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that either, (i) results in any Claim asserting that any of the City Indemnitees are liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant; or (ii) relates to material Collected, transported, Recycled, processed, treated or disposed of by Contractor. Contractor's obligations pursuant to this Section shall apply, without limitation, to: (i) any Claims brought pursuant to or based on the provisions of any Environmental Laws, and any and all amendments and regulations thereto, and any other federal, state, regional or local environmental statutory or regulatory provision; (ii) any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation by Contractor of any facility; (iii) any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, transportation, disposal, processing or use of any materials recovered by Contractor; and/or (iv) any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement. The foregoing defense, reimbursement, indemnity and hold harmless obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor, but shall not extend to matters resulting from the City Indemnitees' sole negligence, or willful misconduct. The provisions of this Section shall not terminate or expire, shall be given the broadest possible interpretation, and shall survive the expiration or earlier termination of this Agreement.

SECTION 28.
CONTRACTOR'S BOOKS AND RECORDS; AUDITS

28.1 Maintenance and Inspection of Records

Contractor shall maintain all records relating to the Solid Waste Handling Services provided hereunder, including but not limited to Customer lists, Billing records, accounts payable records, maps, AB 939 compliance records, records reflecting the number of Refuse, Recycling and Organic Waste routes and route hours by service category, records demonstrating facilities, equipment and personnel used to perform Solid Waste Handling Services, records reflecting the number of Refuse, Recycling and Organic Waste Containers in service by frequency of Collection

for each Customer type; records reflecting the number of Rolloff Box pulls, and such other documents and materials which reasonably relate to Contractor's compliance with the provisions of this Agreement (the "Records"), for the full Term of this Agreement, and an additional period thereafter of not less than three (3) years, or any longer period required by law. Contractor shall keep all records related to its performance and obligations under this Agreement, included specifically any records that reflect actions taken related to City's obligations under the Applicable Laws which have been delegated to it, in a manner which makes them easily accessible, and readily available. City shall have the right to either inspect or to obtain copies of the Records within 5 business days of any request if reasonably possible, and in any case Contractor shall produce the Records for inspection, or copies of any such Records to City, within 30 days of any request Inspection of Records, unless otherwise agreed, shall occur at Contractor's regular place of business.

28.2 CERCLA Defense Records

City views the ability to defend against CERCLA Claims and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of significant importance. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than five (5) years following the termination of this Agreement, and agrees to notify the City Manager, City Clerk and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City. The requirements of this Section shall survive the expiration of the Term of this Agreement.

28.3 Annual Compliance Review

City intends to review Contractor's performance annually at its expense to ensure compliance with the terms and provisions of this Agreement ("Annual Compliance Review"). At a minimum, City intends to have internal staff or outside consultants review Contractor's performance to ensure ongoing compliance with the terms hereof, including, but not limited to, the payment of required fees, performance of the Solid Waste Handling Services stated herein, implementation of programs required under the Agreement, Contractor's maintenance and upkeep of records, and compliance with all Applicable Laws. Contractor shall provide any and all information reasonably requested by City in connection with its efforts to ensure compliance with the terms hereof, regardless of whether such information is specifically otherwise called out herein as an item that Contractor is required to maintain and provide to City.

28.4 Audits

28.4.1 Periodic Examination of Services

From time to time, City may request Contractor to make any or all of its records reasonably required (as determined by the City Manager) to verify Contractor's performance hereunder available to an independent qualified auditor or examiner, to be selected by the City, for auditing and examination purposes (a "Discretionary Audit"). The independent qualified auditor or

examiner shall agree to a reasonable non-disclosure agreement with Contractor to protect Contractor's Intellectual Property and be subject to California data security and privacy rights under Applicable Law. City shall bear the cost of any Discretionary Audit, except as otherwise provided herein. Should any Discretionary Audit reveal an underpayment of any Franchise Fee required pursuant to this Agreement, the amount of such underpayment shall become due and payable to City not later than fifteen (15) days after written notice of such underpayment is sent to Contractor by City, complete with any additional late charges as set forth herein. If a Discretionary Audit reveals inaccuracies or inconsistencies in more than five percent (5%) of all Customer accounts, either with Contractor's operations or Billing systems, or an underpayment of Franchise Fees of more than three percent (3%), Contractor shall bear the entire cost of such Discretionary Audit and shall pay a sum necessary to cover such costs to the City within thirty (30) days of demand.

28.4.2 Route Audit

Contractor shall complete an audit at its expense of its Collection routes for all Customers at Residential or Commercial Premises at such times as may be requested by City; provided, however, that while City may request that such an audit occur at any time, it may not request such audits at Contractor's expense more than two (2) times during the initial Term, and once during each (if any) extended Term. The timing of such audits is at the City's discretion and may be required to be timed with the issuance of a request for proposals for a new agreement. The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver or route supervisor of each Customer in the City. The route audit shall include, as a minimum, the following information for each account: route number; truck number; account name; account number; account service address; service level per Billing cycle (quantity, size, frequency); observed Containers (quantity, type and size); Container condition; signage; and graffiti. Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report summarizing the results thereof which shall include: identification of the routes; truck numbers; number of accounts, by route and in total; number of Containers (broken down by type) per service address, per route and total number of Containers; types of exceptions observed; number of exceptions by type; total monthly Billing, pre-audit; total monthly Billing, post-audit (subsequent to corrections of identified exceptions); percentage of the number of accounts with errors to the total number of accounts served; and percentage of the "net" change in monthly Billing as a result of the audit to the total pre-audit monthly Billing. The report shall include a description of the procedures followed to complete the audit, and shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations. Additionally, the report shall include a description of the pre-audit training of the route auditors, particularly if temporary personnel are used. The report shall also include a description of the changes and Contractor's plans to resolve any exceptions. The route audit data and results of the audit shall be available for review by the City or its representative.

SECTION 29.
TRANSITION OBLIGATIONS

At the end of the Term, or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Handling Services.

Contractor's cooperation shall include, but not be limited to, providing route lists, Billing information and other operating records needed to service all Premises covered by this Agreement subject to Applicable Laws regarding data security, privacy and Contractor's Intellectual Property. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant. Contractor shall provide or use reasonable efforts to arrange to provide any new Solid Waste enterprise with all keys, security codes and remote controls used to access garages, gates and Bin enclosures. Contractor shall be responsible for coordinating transfer immediately after its final Collection activities, so as to not disrupt Solid Waste Handling Services, including coordinating with the new Solid Waste enterprise on the removal of Contractor's Containers and the delivery of the new Solid Waste enterprise's Containers. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate and service levels (number and size of containers and pickup days) at least ninety (90) days prior to the transition date, provide an updated list two weeks before the transition, and a final updated list with any changes the day before the transition, unless otherwise agreed upon between Contractor and City or the new Solid Waste enterprise. Contractor shall provide means of access to the new Solid Waste enterprise at least one full business day prior to its first day of Collection, and within sufficient time so as to not impede in any way the new Solid Waste enterprise from easily servicing all Containers subject to Applicable Laws regarding data security and privacy. Contractor's obligation set forth in this Section are material provisions of this Agreement and in the event of any failure to meet the requirements of this Section in a timely manner, in addition to liquidated damages as may be applicable pursuant to Section 18, contractor agrees to pay a late fee in the amount of Five Thousand Dollars ($5,000.00).

SECTION 30.
RULES AND REGULATIONS OF CITY MANAGER.

The City Manager shall have the power to establish rules and regulations respecting the accumulation, Collection and transportation of Solid Waste not inconsistent with the provisions of this Agreement, providing such rules and regulations are found to be reasonably necessary by the City Manager for enforcement of the provisions of this Agreement, or any and all applicable laws and ordinances, and for the preservation of the public peace, health and safety. Contractor agrees to comply with any and all such rules and regulations. In the event the enforcement by City of any such rules or regulations results in increased costs to Contractor for the performance of the work and services under this Agreement, Contractor may seek a discretionary increase in the maximum rates set forth in Exhibit A, pursuant to Section 24.4 hereof.

SECTION 31.
FORCE MAJEURE

31.1 Events Constituting Force Majeure; Relief From Default

Contractor shall not be in default under this Agreement in the event that its ability to provide Solid Waste Handling Services, in compliance with its obligation to do so hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting seven (7) days or less, embargoes or delays in transportation, explosion, natural disasters or threats of natural disaster

such as floods, earthquakes, landslides, fires, pandemics, quarantines, or "other catastrophic events" which are beyond the reasonable control of Contractor. The term "other catastrophic events" does not include: (i) the financial inability of Contractor to perform; (ii) failure of Contractor to obtain any necessary permits or licenses from other governmental agencies except to the extent the delay is caused by the governmental agency(ies); (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Contractor; or (iv) strikes or other labor disturbances lasting longer than seven (7) days. City may contract with third parties as it may deem necessary or appropriate to provide services required by this Agreement and not provided by Contractor during any period in which Contractor's failure to perform hereunder is not a default as a result of the application of this Section.

31.2 Disaster Cleanup and Labor Unrest Plans

Within one hundred and eighty (180) days after the Effective Date, Contractor shall prepare a disaster cleanup plan (the "Disaster Cleanup Plan") and a labor unrest implementation plan ("the Labor Unrest Plan") that set forth procedures for Collection of Solid Waste, and implementation of other Solid Waste Handling Services set forth herein, following a major disaster such as an earthquake, fire or other similar event, or a strike or labor unrest. The Plans shall address priorities for cleanup at critical facilities, discuss procedures for reimbursement for costs, describe communication plans, list key contact persons, and provide maps showing proposed sites for stockpiling of disaster debris that cannot be transported to the landfill or processing facilities. Contractor shall coordinate the Plans with City, including specifically its emergency service teams. The draft Plans shall be presented to the City Manager for consideration and approval, and shall be revised as necessary until satisfactory to City, whose final approval shall be secured not less than thirty (30) days prior to the Operative Date. The final Plans shall be distributed to those employees of Contractor and City who would have a role in implementing them in the event of a disaster or labor unrest. Contactor shall comply with all obligations set forth in the Disaster Cleanup Plan and the Labor Unrest Plan. At a minimum the Disaster Clean Up Plan and Labor Unrest Plan shall require that Contractor provide five (5), forty (40) cubic yard Rolloff Boxes, at five (5) different locations designated by City during any event to which the Plans apply. Each such Rolloff Box shall be Collected by Contractor and delivered for disposal (or processing if appropriate) once per day during any event to which the Plans apply; and, Contractor shall not charge City or Customers for such services. The Labor Unrest Plan shall include a provision requiring weekly reports, including for periods which are defined as force majeure (i.e., labor unrest of 7 days or less), outlining any Customers who did not receive all services required by this Agreement, specifying which services were not provided, and, in the event services are provided in an untimely manner, listing the Customers who received late services and specifying the services provided late as well as the date upon which services were provided.

SECTION 32.
GENERAL PROVISIONS

32.1 Independent Contractor

Contractor is an independent contractor and not an officer, agent, servant, or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees,

and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor. Neither Contractor nor its officers, employees, agents, or subcontractors shall obtain any rights to retirement or other benefits which accrue to City employees.

32.2 Pavement Damage

Contractor shall be responsible for the cost of repair of any extraordinary damage to the public streets located within the City resulting from providing the Solid Waste Handling Services required hereunder, including specifically, without limitation, damage caused to pavement by fluids leaking from Collection Vehicles.

32.3 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees, agents, or subcontractors of Contractor, to private or public property, shall be promptly repaired or replaced at Contractor's expense.

32.4 Right of Entry

Contractor shall not have the right, until Contractor receives permission from the property owner, to enter or drive on any private street, court, place, easement, or other private property for the purpose of providing Solid Waste Handling Services pursuant to this Agreement.

32.5 Law to Govern; Venue.

The laws of the State of California shall govern this Agreement without reference to its conflicts of laws principles. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Orange.

32.6 Notices

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered, electronically delivered, or sent by United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of Fullerton
Attn: City Manager
303 W. Commonwealth Ave
Fullerton CA 92832
Email: _____

With a copy to: City of Fullerton
Attn: City Clerk
303 W. Commonwealth Ave
Fullerton CA 92832
Email:_____

To Contractor:

or to such other address as either Party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed given on the date served or delivered electronically if served personally or electronically between the hours of 8:00 a.m. to 5:00 p.m. on any regular business day for City's business offices. If mailed, notice shall be deemed given three (3) business days from the date such notice is deposited in the United States mail in the manner proscribed above.

32.7 Savings Clause

If any provision of this Agreement is for any reason held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

32.8 Exhibits Incorporated

Exhibits A through E are attached to and incorporated in this Agreement by reference.

32.9 Joint Drafting

This Agreement shall be interpreted as if it were drafted jointly by the Parties to the Agreement.

32.10 Attorneys' Fees and Litigation Costs

In the event either Party brings any action or proceeding to enforce or interpret the terms or provisions of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and other litigation costs and expenses, including without limitation expert witness fees, consultant fees and costs. Without limiting its scope in any way, this provision is expressly intended to, and shall, apply to fees and costs incurred in any appeal.

32.11 City's Authorized Agent

Notwithstanding anything contained herein to the contrary, and excepting amendments hereto and such actions set forth herein specifically calling for City Council action or approval, the City Manager is designated as the City's authorized agent to take any action with regard to any matter, or enforce any right, set forth herein requiring or authorizing action by the City.

32.12 Integrated Agreement

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals, and agreements between the Parties, whether written or oral. The Parties acknowledge this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no party or agent or attorney of any other Party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other party to execute this instrument.

32.13 Section Headings

The 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.

32.14 Compliance with Law

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws, including the laws and regulations of the United States, the State of California, the provisions of the Municipal Code, and any federal, state, regional or local administrative and regulatory agencies, now in force and as they may be enacted, issued or amended.

[Signatures on Next Page]

"City"

CITY OF FULLERTON, a California municipal corporation

By: _____
, Mayor

ATTEST:

By: _____
, City Clerk

APPROVED AS TO FORM:

By: _____
, City Attorney

"Contractor"

.

By: _____

Its:_____

EXHIBIT A

MAXIMUM RATE SCHEDULE FOR SOLID WASTE HANDLING SERVICES:

TO BE CREATED BASED ON SUCCESSFUL PROPOSAL

EXHIBIT B

DOWNTOWN DISTRICT MAP/LIST

EXHIBIT C

APPROVED FACILITIES

TO BE CREATED BASED ON SUCCESSFUL PROPOSAL

EXHIBIT D

SCOPE OF SERVICES

BASED ON SUCCESSFUL PROPOSAL

EXHIBIT E

CITY HOT SPOTS

ADVISORY MEMORANDUM

TO: City of Fullerton — City Council; Administrative Services; Solid Waste RFP Ad Hoc Committee

FROM: Mike Balliet, President, CityGreen Consulting

DATE: September 3, 2026

RE: RFP #2526-03 Solid Waste Management Services — Final 3 Hauler Review & Ranking Following Last & Final Offers

Background and Process

On August 24, 2026, CR&R, Republic, and Valley Vista submitted final proposal certifications, SB 1383 compliance certifications, and updated transition plans. Republic later submitted an unsolicited revised Last & Final Offer dated September 1, 2026, after the City requested clarification on its requested CPI table and confirmation that new or "as new" SB 1383-compliant containers would be provided at contract start. Although not expressly stated, Republic's September 1st submission reduced its upfront payment by $250,000 and increased 2x–6x weekly commercial trash rates.

The FY 2027-28 pricing matrix has been updated and my evaluation remains focused on total ratepayer cost, service quality and reliability, enhancements provided, SB 1383 compliance certainty, owned facilities, and operational stability.

Ranking Summary

Rank	Firm / Base	Yr-1 Total Monthly	Std. / Senior Residential	Financial Commitments & Signature Strengths
1	CR&R Environmental Services — Stanton (~9 mi); no in-city office; union (Teamsters 396)	$3.90M (2nd)	$30.66 / $27.60	$4.0M unconditional road payment; $300K capital; 100% SB 1383 procurement guarantee (~$400K/yr); deepest OC experience — 17 transitions, most OC cities served; unmatched facilities portfolio and best ROWP procurement.
2	Valley Vista Services — City of Industry (~14 mi); in-city office + pledged yard bordering city; non-union	$3.72M (1st in every category)	$26.39 / $17.05	No upfront payment. Lowest cost across all categories; 2-container program backed by SoCal's only certified high-diversion organics facility; all-new fleet guaranteed 7/1/27; strongest transition plan; up to $250K/yr ROWP procurement + unlimited compost/mulch.
3	Republic Services — Anaheim (~6 mi, incumbent); no in-city office; union (Teamsters 396)	$3.97M (3rd)	$30.42 / $18.68	$4.25M payment at execution on the City's CPI-U (GTCI condition removed 9/1/26), reduced by RFP costs over $75K; 6-month SB 1383 implementation; unlimited bulky; $240K/yr community support. $75K/yr in ROWP procurement. 9/1 revision also raised multi-frequency commercial trash rates ~3% (not disclosed in the offer letter).

Year-1 figures from the final pricing comparison matrix (FY 2027-28); driving distances measured to Fullerton City Hall.

1 — CR&R Environmental Services

CR&R remains my top-ranked firm. Its offer is the strongest overall: no concerns, exceptions, or conditions; competitive pricing; the most complete enhancement package; the largest payment to the City; a union workforce; and the deepest Orange County experience and infrastructure of any proposer. Where the other

finalists ask the City to accept a qualifier—an index substitution or reduced payment and higher rates in one case, and a thin operating margin paired with the lowest rates in the other—CR&R's offer remains the best overall package on price, enhancements and compliance.

On the final pricing matrix, CR&R ranks second overall, with $3.90 million in projected monthly billings. It also ranks second on both commercial and industrial cost, with real depth in its commercial pricing: the lowest recycling and organics cart rates and the lowest 3-yard trash bin rate, tied with Republic, making it the strongest option for smaller generators. The one soft spot is residential pricing. CR&R's $30.66 standard rate is the highest of the three finalists—$0.24 per month above Republic and $4.27 above Valley Vista—and its $27.60 senior rate is $8.92 per month above Republic's and $10.55 above Valley Vista's. However, their residential rate would be a price cut from their current rate.

CR&R's financial package remains the most robust. Its $4 million road improvement payment arrives in two installments, in July 2027 and July 2028, and carries no conditions. The package also includes $300,000 in capital improvements, including Downtown District enclosure refurbishment; roughly $100,000 per year in sponsorships, donations and scholarships; and residential billing at no charge. Its SB 1383 procurement guarantee is the best of the three: 100% of the City's annual obligation through RNG credits and compost, an estimated $400,000-per-year benefit.

The final certification reaffirms every commitment from CR&R's original November 2025 proposal through the May 2026 submissions. CR&R also enhances bulky-item service—unlimited collection for single-family residences, plus no-cost monthly multifamily collection during peak move-in and move-out periods each month—and offers to develop a separate multifamily rate structure, distinct from commercial rates, for the City's consideration. Its transition plan is credible and specific: biweekly City coordination, vehicles ordered the day after Council approval, and Sustainability Team visits to every multifamily and commercial account by December 31, 2026.

CR&R's institutional strengths are difficult to match: a Teamsters Local 396 workforce, with union employment offered to every driver currently serving Fullerton; a Stanton headquarters roughly nine driving miles from City Hall; the most Orange County jurisdictions served of any hauler; like-sized city experience in Orange, Newport Beach, and Costa Mesa; seventeen transitions from longtime haulers in twenty years, all still customers; and an infrastructure portfolio that includes three RNG fueling stations, two Orange County material recovery facilities, an established anaerobic digestion facility with a SoCalGas pipeline connection, two owned landfills, and California's only low-carbon solid fuel plant.

The counterpoints are straightforward. Valley Vista's rates are lower across the board—by roughly $2.2 million per year to ratepayers—and CR&R's $30.66 standard residential rate is the highest of the three finalists, a number the public will see. CR&R's new-vehicle commitment is confident but hedged: vehicles will be ordered the day after approval, but "if we do experience delays, CR&R will use existing fleet to serve the City of Fullerton if needed." That is a candid response, but on paper offering less certainty than Valley Vista Services.

Coincidentally that elevates CR&R to first is certainty in areas that matter most. Its money is guaranteed and unconditional, its pricing and commitments have stood unchanged through every round since May while Republic's proposal has been revised three times and still doesn't match it, and its capacity to perform is demonstrated at scale across more Orange County jurisdictions than any competitor. Valley Vista's price leadership is real, and the margin between the two firms in my ranking is narrow. But the open questions in this field belong to other proposers, not to CR&R.

2 — Valley Vista Services

Valley Vista is my second-ranked firm—and a close second, separated from CR&R by a margin the Council could reasonably weigh differently. On the quantifiable measures, Valley Vista leads. It enters the final decision as the lowest-cost proposer in every category—residential ($26.39 standard / $17.05 senior),

commercial, industrial, and total system cost—with $3.72 million in projected monthly billings, roughly $2.2 million per year below CR&R and $3.0 million below Republic. It achieves that position with no conditions attached. Of the three finalists, Valley Vista's financial offer is the simplest: the lowest price is the offer.

Commercial Component (monthly)	CR&R	Republic (9/1/26)	Valley Vista
Trash	$1,904,641	$1,932,997	$2,096,452
Recycling	$658,392	$658,392	$429,691
Organics	$133,045	$133,045	$133,770
Other Charges	$66,412	$78,903	$61,216
Total Commercial	**$2,762,489**	**$2,803,338**	**$2,721,129**

Monthly commercial billings by component — final pricing comparison matrix, Year 1 (FY 2027-28).

The component breakdown above shows the structure of Valley Vista's commercial advantage. CR&R and Republic have lower trash rates, but Valley Vista prices commercial recycling bins at roughly half its refuse rates—$134.00 for a 3-yard bin collected weekly, compared with $218.17 for both competitors. That creates an advantage of approximately $229,000 per month in the category that determines the commercial comparison. We believe that advantage will become more valuable as SB 1383 right-sizing and contamination-mitigation requirements move commercial generators out of carts and into properly sized recycling bins. Cart service is not sustainable for cardboard volumes; as those accounts migrate to bin service, a larger share of the City's commercial base will fall into the rate category where Valley Vista's savings are greatest.

Valley Vista's structural advantage is organics infrastructure. Grand Central Recycling & Transfer Station—Southern California's only certified High-Diversion Organic Waste Processing Facility (HDOWPF)—has committed 500 tons per day of capacity to Fullerton through June 2047, with organics diversion averaging 80%. In its final submission, Valley Vista translated that credential into a Fullerton-specific service no competitor can offer: a two-container (black and green) collection program for space-constrained sites, available through a City-approved waiver, with SB 1383-compliant mixed-waste processing. For multifamily and downtown properties where limited container space drives contamination and enforcement burden, this is a needed solution.

Valley Vista's final submission strengthened the areas that had previously been weakest. Its new-vehicle commitment, hedged earlier in the process, is now an unqualified guarantee: all-new collection vehicles by July 1, 2027—the strongest fleet commitment of the three finalists. Its transition plan is also the most specific in the field: monthly and then biweekly City coordination, at least ten community meetings between April and June 2027, three citywide mailers, City Hall customer-service staffing, and "Operation Sparkle"—a citywide abandoned-item sweep two weeks before service begins, plus Downtown enclosure power washing and gate painting during the equipment swap, at no cost. These commitments join an enhancement package that already included six recycling coordinators during transition, three ongoing coordinators, unlimited on-call bulky-item collection as stated in Valley Vista's certified final submission, weekly abandoned-item sweeps, an annual HHW event, up to $250,000 in SB 1383 procurement assistance through ROWP purchases, unlimited compost and mulch, and no-cost street sweeping after the City's current contract expires. The pricing form should be conformed to the expanded free bulky-item service.

Why, then, is Valley Vista a close second rather than first? Two reasons. First, financial capacity: its field-leading pricing appears to leave an estimated operating margin of less than 5%. That may be workable for a vertically integrated operator, but it is thin, especially because the future no-cost street-sweeping commitment—an estimated hard cost of approximately $500,000 per year—could consume a substantial share of that margin. Second, the competitive ledger weighs against Valley Vista in other respects: a non-union workforce and the lightest financial enhancement package of the three finalists.

Financial capacity of the proposed rates. Valley Vista's rate proposal is the lowest of the three finalists—approximately 6% below Republic and 5% below CR&R on total estimated revenue. Because the largest cost obligation under the new franchise is fixed against those rates—County landfill disposal at the WISE Contract Rate, estimated at approximately 28% of revenue—roughly 28 cents of each revenue dollar is committed before a collection truck is fueled. Applying industry-standard collection operating costs for a program of Fullerton's size to the remaining revenue, and accounting for the enhancement commitments in Valley Vista's certified submission, we estimate the proposal supports an early-term operating margin of no more than 5%. That equates to earnings before interest, taxes, depreciation, and amortization (EBITDA) of roughly 10% of revenue, or approximately $3.5 million to $4 million per year. A less than ideal margin to support financing the new collection fleet and containers required for the Fullerton start-up.

Two structural factors offset this concern for me. First, the Perez family's ownership of Grand Central Recycling and its associated recycling and transfer operations means the processing and transfer economics of the franchise would remain within affiliated companies rather than being paid to third parties—a cost buffer our recent Cypress review credited as supporting the financial health of the hauling operation. Second, Grand Central's demonstrated diversion capability is well above the industry average. Its designation as Southern California's first High-Diversion Organic Waste Processing Facility means that each ton diverted from the County landfill avoids the $74-and-escalating WISE Contract Rate. A hauler that diverts at above-average levels carries a landfill hard-cost burden that is potentially well below the roughly 28% of revenue a typical operator would face, and that difference could improve the margin we estimated above. These are not speculative advantages; both are operating realities we have observed and documented in a comparable franchise.

The promised no-cost street-sweeping commitment, after the City's current agreement expires, comes with an estimated hard cost of $500,000 per year, further eroding margin. In my opinion, their package is strong enough to select without this additional enhancement, and I would like more detail on this offer to ensure it is sustainable.

Other potential differentiators include Valley Vista's non-union workforce, its residential billing charge of $0.53 per unit, and financial enhancements that are the lightest of the three: no upfront payment, and donations and scholarships measured in the tens of thousands rather than the millions.

A final item we consider a non-issue, but should be mentioned to Council, is Valley Vista's post-award renegotiation in Cypress. After winning that city's competitive process under a September 2014 agreement and beginning service in July 2015, Valley Vista renegotiated within roughly two years. Amendment No. 2, approved in August 2017, replaced the customer rate schedule with increases that required a Proposition 218 hearing. In fairness, those rates incorporated then-new AB 341 and AB 1826 recycling and organics program obligations (a similar amendment was provided to Republic Services by Fullerton), which were significant. This amendment also eliminated recyclables revenue sharing with the City, reduced free bulky-item collection, and eliminated a graffiti-removal program. On the surface, a potential cause for concern. However, if you dig deeper, as I recently did in conducting a franchise performance audit for the City of Cypress, Valley Vista is providing exemplary service with net hauler revenue below the statewide average. Valley Vista has voluntarily added offsetting free service enhancements back into its agreement, when requested and without any rate increase, to address resident concerns. Again, a non-issue for me and actually an endorsement for their selection.

On balance, Valley Vista's advantages are structural, its weaknesses are addressable, and no proposer offers the City's ratepayers a lower price, which is a major consideration. The distinction between first and second is not capability but certainty: CR&R's offer includes more guaranteed money, deeper Orange County infrastructure, and no open questions to resolve before award. If it is determined that Valley Vista's street-sweeping service commitment is sustainable, the gap between the top two firms effectively closes to a coin flip for me.

3 — Republic Services

Revised Last & Final Offer — Submitted September 2, 2026; Rate Sheet Dated September 1, 2026

On September 2, 2026, Republic Services submitted a revised Last & Final Offer in response to the City's request for clarification regarding changes in Republic's proposal if its requested use of the GTCI index was not granted. Republic provided a yes-or-no response and adopted the City's CPI-U rate adjustment table. However, the accompanying rate sheet was dated September 1, 2026 and contained commercial rate increases that were not disclosed in the offer letter. Those increases were identified only through our line-by-line review of the rate sheet. Therefore, these newest rates are reflected in the accompanying pricing matrix as Rev. Republic 9/1/26.

Their response materially confirms that Republic's August 24th Last & Final Offer was contingent on the higher GTCI index. Republic's responses stated — "The annual rate adjustment mechanism has been changed from GTCI to CPI-U for all future rate increases" — placing Republic on the City's own CPI table, the same basis as both competing proposals. In exchange, the road and infrastructure payment was listed as reduced from $4.5 million to $4.25 million, still payable at contract execution and still subject to reduction for City RFP costs above $75,000. As detailed below, certain commercial rates were raised in the attached price sheet. Submitting revised pricing and a reduced enhancement after the Last & Final period closed is outside the normal process, and we note it as a potential concern for the Council to weigh. Republic did confirm in the accompanying correspondence that all containers will be new or like-new and SB 1383-compliant at Republic's cost, and that its existing route maps remain accurate, so that issue was resolved positively.

On headline rates, Republic left them unchanged, matching CR&R's $256.67 3-yard commercial trash rate and offering a residential rate $0.24 per month lower. The September 2nd submission also placed the two firms on the same CPI-U escalation basis, which makes the comparison direct. On that basis, the September 1st rate sheet places Republic's 2x-6x weekly commercial trash rates above CR&R's on multi-frequency bin, compactor, and pull-out services, and measured across the City's estimated service levels Republic bills approximately $68,800 per month more — roughly $825,000 per year at Year-1 rates, on the order of $9.7 million more over the guaranteed 10-year term.

Monthly Billings by Category	CR&R	Republic (9/1/26)	Republic vs CR&R
Residential	$883,899	$879,913	−$3,987
Commercial	$2,762,489	$2,803,338	+$40,849
Industrial	$254,979	$286,889	+$31,910
Total	**$3,901,368**	**$3,970,139**	**+$68,772**

Monthly billings by category, per the final pricing comparison matrix (Rev. Republic 9/1/26). Republic is lower on residential service and higher on commercial and industrial service. Six-yard recycling bins are excluded from all three proposers' totals: Republic did not price that service, so the container counts were set to zero for every proposer to keep the comparison equivalent.

Multi-family properties that are bin-served are impacted by Republic's latest pricing revision as the majority are multi-frequency bin services users. This compounds the rate gap between single and multi-family households more than any other proposal.

Over the 10-year term, Republic's September 2 submission improves the offer by removing the GTCI index, but it does so while adding two definite costs reflected in the September 1 rate sheet. First, the revised rate sheet adds approximately $343,000 per year at the City's expected service levels, or about $4.0 million over the term after annual CPI-U escalation. Second, the upfront payment is reduced by $250,000. Those costs are fixed and measurable. The benefit is the avoided GTCI escalation, which our August 24 analysis estimated would have cost ratepayers approximately $10.9 million more than CPI-U over the same period, using the projection's conservative $40 million revenue base and each index's 10-year historical average. If the historical index spread continues, ratepayers would still be roughly $6.9 million better off through rates. If the indices converge, the added costs remain while the projected savings diminish. On balance, I believe the historical

averages remain the better planning assumption, making Republic's revised offer better for ratepayers than its August 24 submission.

A potential concern is disclosure. Our line-by-line review of the September 1 rate sheet identified rate changes beyond those described in the offer letter: the service component charges on essentially all multi-frequency (2x-6x per week) commercial trash services — bins, compactors, and pull-out service — rose by approximately 3.0%, split bins by 1.62%, and Downtown District services by 0.88% to 1.44%, while 1x-week service, recycling, organics, residential, temporary/industrial, and all visible items in our rate comparison summary remain unchanged. Applied to the City's expected service levels, the increases add $28,589 per month — approximately $343,000 per year — to Republic's commercial billings. Republic's projected total is now $3,970,139 per month — 1.76% above CR&R and 6.79% above Valley Vista.

A related consideration is negotiation reliability, which matters as much for the upcoming franchise term as for the City's past experience. One example is independent of staff turnover. In March 2022, after nine months of negotiation, the City and Republic completed SB 1383 rate negotiations (confirmed via email by HF&H Consultants, the firm hired to assist the City), and the City filed its Notice of Intent to Comply with CalRecycle on that basis, targeting July 1, 2023 for implementation of State-required programs. Nearly eight months later, Republic informed the City that its finance team had not approved the negotiated rates and that further negotiation would be required, removing the compliance path the City had reported to CalRecycle. The relevance is forward-looking: CalRecycle continues to adopt new requirements that may need to be implemented mid-term through good-faith negotiations with the franchise hauler, and SB 54 is likely to require such negotiations in the near term. The Council should weigh each finalist's demonstrated ability to finalize and honor negotiated terms, and any agreement with Republic should include defined timelines for future regulatory-change negotiations.

The September 2nd revision does not change any category ranking; Republic remains the highest-cost proposal of the three with disproportional impact on bin-service costs to multi-family properties. They also rank 3rd in procurement support. Most importantly, their recent service record and negotiation difficulties, while atypical in my experience with Republic Services, have been an unfortunate reality in Fullerton that prompted this RFP process. Republic's strengths — an experienced local workforce, and nearby Republic-owned processing and disposal infrastructure — remain positives, and its September 2nd offer now aligns its rate adjustments with the City's own CPI table, which is historically better for ratepayers.

Original Review — August 24, 2026 Last & Final Offer (Preserved)

Republic's Last & Final Offer is a serious and substantially improved submission. It lowers commercial and multifamily rates by more than 26%, setting the 3-yard once-weekly trash rate at $256.67 and recycling and organics cart pricing at $46.32—matching CR&R's rates exactly. Republic's unlimited on-call bulky-item collection for single-family and multifamily customers is also a meaningful program benefit, without the peak move-in/move-out limitation that applies to CR&R's multifamily offer. Republic also offers lower residential pricing than CR&R: $30.42 for standard service and $18.68 for senior service, with a particularly significant senior-rate advantage.

Republic's headline financial commitment is a $4.5 million road and infrastructure payment due at contract execution, but two conditions reduce its value. First, Republic caps reimbursement of the City's RFP costs at $75,000 and would deduct any excess from the payment, even though the RFP requires reimbursement of the City's actual costs. Second, and more importantly, Republic remains the only proposer seeking to replace the RFP's LA CPI-U rate-adjustment table with the Garbage and Trash Collection Index (GTCI). On a comparable ten-year basis—assuming full City fee recovery and treating disposal as a pass-through—the higher index returns the full $4.5 million to Republic by Year 8 and leaves it approximately $4.3 million ahead by Year 10 (see attached analysis). If the Council considers selecting Republic, it should confirm that the draft franchise

agreement's disposal pass-through standard will apply, since the County landfill CPI blend has historically been about 0.35% lower than GTCI.

Republic's lower rates and enhanced contributions would place it in serious contention if it used the same rate-adjustment methodology as the other proposers. The Council may be able to require that change. As submitted, however, Republic's required rate schedule makes it the highest-cost proposal over time, with a gap that grows annually and compounds to an estimated $10 million more than CR&R by the end of the 10-year franchise. The alternate CPI index is a structural issue that keeps Republic firmly in third place.

On service readiness, Republic's fleet commitment—replacing 22 vehicles by July 2027, with none older than three years and an average age under two—is meaningful, but it falls short of the all-new fleets proposed by both competitors. Republic's eventual conversion to an all-electric fleet could strengthen its service position over time, so I view its fleet commitment as broadly comparable despite the longer implementation timeline.

Republic's SB 1383 procurement support, carried forward from its prior certified proposal, is $75,000 per year—roughly 20% of the City's estimated obligation and the lowest commitment among the three finalists. By comparison, CR&R guarantees 100% of the requirement at no additional charge, while Valley Vista offers up to $250,000 through ROWP purchases plus unlimited compost and mulch. Republic's claim of an "immediate compliance" advantage reflects its incumbency, but it materially understates the City's remaining compliance gap.

Even allowing for Republic's stated six-month implementation period from contract execution (not immediate), their timeline appears ambitious. The City does not currently have a complete and accurate commercial customer list, thus Republic would likely need to survey individual customer needs citywide to determine needed containers. In addition, SB 1383 container standards require every container provided after January 1, 2022, to meet the three-container color and labeling requirements at delivery; the useful-life grace period through 2036 applies only to containers already in service, not those furnished under a new franchise. Conservatively, this could require replacing 75% of existing containers. CR&R and Valley Vista will necessarily meet this requirement because they must provide all containers at service start. For Republic to complete the same work on an accelerated schedule is a substantial undertaking that should be supported by a more robust transition plan than has been provided. Given Republic's significant price reduction, the Council should also confirm that no unresolved capital-cost issue sits behind the revised offer.

Specifically, the RFP requires SB 1383-compliant collection containers, in new or as-new condition, to be in service by July 1, 2027, and Republic did not take exception to that requirement. The City's SB 1383 Corrective Action Plan also requires confirmed rollout of compliant three-container service, residential and commercial, by that date. My concern is that the City's 2024 contract compliance fact survey documented aging containers and inventory shortfalls as non-compliant. Although Republic may have taken corrective action, the record suggests the need for a citywide replacement program, not a limited top-off. That would require significant capital investment funded from commercial rates Republic has now reduced by 26%. Republic's six-month implementation claim addresses timing, but it does not explain how the container investment would be funded within those reduced rates. The City should require that showing before award.

Republic's genuine strengths are service history and infrastructure: 59 experienced Teamsters Local 396 employees who know the routes, no transition risk, local processing at its Anaheim facility, access to Republic-owned disposal capacity, and $240,000 in annual community support–all of which provide meaningful advantages.

My final concern is negotiation reliability, which matters as much for the upcoming franchise term as it does for the City's past experience. City staff turnover may have contributed to prior negotiation challenges, but one significant issue was independent of staff. In March 2022, after nine months of negotiation, the City and Republic completed SB 1383 rate negotiations (confirmed via email by HF&H Consultants, the firm hired to assist the City), and the City filed its Notice of Intent to Comply with CalRecycle on that basis, targeting July 1,

2023, implementation. Nearly eight months later, Republic informed the City that its finance team had not approved the negotiated rates and that further negotiation would be required, removing the compliance path the City had reported to CalRecycle. That history is directly relevant to this award. CalRecycle continues to adopt new requirements that may need to be implemented mid-term through good-faith negotiations with the franchise hauler, and SB 54 is likely to require such negotiations in the near term. The Council should weigh each finalist's demonstrated ability to finalize and honor negotiated terms, and any agreement with Republic should include defined timelines for future regulatory-change negotiations.

Addendum — Preserved August 28, 2026 Report and Rate Projections

Submitted with this report, preserved unaltered as issued on August 28, 2026: (1) the original Final 3 Hauler Review & Ranking report, and (2) the Rate Projection Summary ("Fullerton CPI Comparison — Republic Last & Final 08.28.26"), which projects the rate trajectories of Republic's August 24 offer under its then-required GTCI index. Those projections are retained as the record of the offer the City evaluated and the basis on which the City sought clarification; they are superseded as to Republic's operative pricing by the September 1, 2026 revision reviewed above, and have not been altered.

City of Fullerton — Finalist Enhancements Comparison

Combined list of above-and-beyond items that have survived across original proposals, various submittals, and Best & Final Offers. A red cell denotes a conditional offer. Bolded items note the latest proposal enhancements.

Enhancement / additional item	CR&R	Republic	Valley Vista
Financial commitments to the City			
One-time lump-sum payment to the City	$4.0M Road (2 installments); unconditional	**$42.5M Roads ; conditional; contingent reduced by City RFP reimbursement costs above $75K**	
Annual community sponsorships & donations	$100K Local orgs + events	$215K + $25K In-kind	Up to ~$73K (donations + events)
Annual scholarships and internships	$10K (10 scholarships) + $5K (5 internships)		$20K Scholarships + $5K art-contest awards
Street beautification / enclosure refurbishment	$200K Beautification + $100K enclosures	$42.5K/yr Downtown cleaning	**Operation Sparkle: Citywide abandoned-item sweep + enclosure power-wash/paint at no cost.** Downtown porter
Year-1 rate concession			Absorbs Year-1 CPI + WISE landfill increase (VVS-estimated value over $2M; 1/27/26 letter)
Residential Billing	No charge	No charge	$0.53 billed quarterly (≈$59K/yr to ratepayers)
SB 1383 & compliance			
SB 1383 procurement credit (RNG / ROWP)	100% of requirement	$75K - Estimated at 20% of requirement	Up to $250K + unlimited compost/mulch - 75% to 100%
Extra recycling coordinators / sustainability specialists	3	3	6 in transition → 3 ongoing
Biannual waste-characterization studies			
Additional collection services			
Free extra recycling / organics cart on request	Recycling cart		Recycling + organics carts
Free residential organics pails / commercial indoor containers	Pails + commercial indoor		Residential containers
Free curbside HHW + SHARPS collection	Quarterly curbside HHW + SHARPS		**HHW community collection events; SHARPS mail back program**
Enhanced / unlimited bulky-item collection	**Unlimited Residential and monthly Multifamily at peak periods**	Unlimited on-call Residential and Multifamily	**Unlimited on-call Residential and Multifamily**
Incidental bagged-waste collection (up to 20 bags/yr)			Up to 20 bags/yr
Free bagged compost delivered to homes	Bagged compost delivered to single-family homes (4 Bags/yr on request); valued at up to $1M/yr)		Semi-annual + unlimited

Enhancement / additional item	CR&R	Republic	Valley Vista
Additional collection services			
Textile curbside collection (donated)	Residential curbside collection (donated to Goodwill)		
Space constraint service option			**2-container (black + green) program via City-approved waiver; mixed waste processed at certified high-diversion facility**
Downtown District			
Dedicated Fullerton office / customer-service center			Harbor Blvd office
Downtown enhanced cleaning beyond RFP	Enclosure refurbishment + Porter Services	Weekly cleaning	Power-wash/porter, up to 7 day/wk
Fleet, infrastructure & workforce			
New RNG-fueled collection fleet	3 In-house RNG stations	**22 new vehicles; remaining trucks less than 3 years old**	New fleet <1,000 ft from City
Electric / alternative-fuel vehicles	Tesla semis + hydrogen	Phased integration of EV	
Union workforce (Teamsters Local 396)	Teamsters 396	Teamsters 396 (incumbent)	
Workforce training / local hiring pipeline	Internships		Fullerton College pipeline
City Hall help-desk staffing during transition			Up to 2 reps
No-cost street sweeping	Cost applied as a rate reduction; in-house paid option (~$750K/yr) available		No cost in-house service after current contract expires
Other enhancements			
Multifamily Standard Rate	Open to assigning a Multifamily rate separate from Commercial		
Alternative disposal / landfill-avoidance capacity	Engineered-fuel plant; CA & AZ landfills	Evergreen owned landfill	Certified HDOWPF
Reusable cups + reverse-vending machines	10,000 cups + 2 Olyns Cubes		

Pricing Comparison - Final 3 - FY2027-28 - Rev. Republic 9/1/26

	1-CR&R	2-Republic	3-Valley Vista Svc
Service Type	**Rate/Total Monthly**	**Rate/Total Monthly**	**Rate/Total Monthly**
Residential Rate	$ 30.66	$ 30.42	$ 26.39
Senior Rate 32/35gal	$ 27.60	$ 18.68	$ 17.05
Charge for Resi Billing	No charge	No charge	$ 0.53
Monthly Residential $'s	**$ 883,899.30**	**$ 879,912.66**	**$ 763,446.80**
Residential Rank	3	2	1
Residential Score	15.16	15.25	18.00
% higher overall	*15.78%*	*15.26%*	*0.00%*

Service Type	**Rate/Total Monthly**	**Rate/Total Monthly**	**Rate/Total Monthly**
3yd Trash 1X	$ 256.67	$ 256.67	$ 267.99
96 gal Recycle 1X	$ 46.32	$ 46.32	$ 50.85
3yd Recycle Bin 1X	$ 218.17	$ 218.17	$ 134.00
64 gal Organics 1X	$46.32 for 96 gal.	$ 46.32	$ 61.15
Monthly Commercial $'s	**$ 2,762,489.19**	**$ 2,803,337.78**	**$ 2,721,129.46**
Provided Split Bin Prices	YES	YES	YES
Commercial Rank	2	3	1
Commercial Score	17.73	17.46	18.00
% higher overall	1.52%	3.02%	0.00%

Service Type	**Rate/Total Monthly**	**Rate/Total Monthly**	**Rate/Total Monthly**
Temp Bin 3yd	$ 248.36	$ 248.36	$ 257.37
Permanent Roll-Off (40)	$ 945.87	$ 1,051.15	$ 794.80
30yd Compactor	$ 1,047.81	$ 1,149.08	$ 872.80
Monthly Industrial $'s	**$ 254,979.04**	**$ 286,888.80**	**$ 233,123.75**
Industrial Rank	2	3	1
Industrial Score	3.63	3.08	4.00
% higher overall	9.37%	23.06%	0.00%

Total Monthly $'s	**$ 3,901,367.53**	**$ 3,970,139.24**	**$ 3,717,700.01**
Total All Scores	36.51	35.79	40.00
Overall Rank	2	3	1
% higher overall	4.94%	6.79%	**0.00%**

City of Fullerton RFP - Pricing Form

Submitted By: CR&R, Incorporated

Instructions Please list your rates in the format provided below so we can ensure they include all city fees and proposed facility per-ton fees. PLEASE ADD ANY OTHER SERVICES AND FEES IN THE SPACES PROVIDED OR ADD MORE ROWS AS NEEDED. If you do not provide a service or fee, leave it blank and shade the corresponding cells so we know it was intentially left empty. **All listed rates should be monthly (for recurring services) or per-occurrence.**

Residential Service

Rate Type	Service Component	Facility Component		All-Inclusive Rate
Standard 3-cart (96gal-96gal-96gal)	$ 15.75	$ 14.91		$ 30.66
Senior 3-cart (35gal-35gal-35gal)	$ 14.18	$ 13.42		$ 27.60
Senior 3-cart (upsize 1 to 3 carts to 65 gal)	$ 14.96	$ 14.16		$ 29.12
Other Cart size/configuration				N/A
Residential Manure Bin	$ 138.49	$ 79.68	1x/wk	$ 218.17
Extra Trash Cart				$ 10.59
Extra Recycle Cart				$ -
Extra Organics Cart				$ 8.65
Overloaded Cart Fee*				$ 12.65
Contaminated Cart Fee*				$ 25.00
Reactivation Fee				$ 25.00
Extra Dump - service day				$ 19.10
Extra Dump - non service day				$ 36.69

*After 3rd offense only. First and second offense will be warnings.

Additional City Events & Services (Not Defined As "No Cost" in RFP)

Service	Cost	Additional Detail
Downtown Containers	See Rates for Comm - Downtown District & Other City Facility Services	
Bulky Item Event	No Charge	Up to two times per year
HHW Event	No Charge	Up to two times per year
Curbside HHW	No Charge	Up to two per resident per year
Other (Textile Collection)	No Charge	Textile Curbside per Resident up to two per resident per year. Donat

Residential Service

BID ALTERNATE	**Per-Unit Charge to Perform All Residential Billing Services.**	$0.00

Commercial - Downtown District (DD) & Other City Facility Services

Rate Type	Service	Facility	All-Inclusive Rate
DD - Organics Generators	$ 337.51	$ 169.32	$ 506.83
DD - All Other Businesses	$ 258.60	$ 128.05	$ 386.65
Power-wash (over quarterly)	$ 195.04		$ 195.04
Gate/Restricted Access (Per mth)			$ -
Resume Fee/Collection			$ 57.82
Damaged Cart (negligence)			$ -
Damaged Bin (negligence)			$ -
Damaged Lid (negligence)			$ -
Extra Dump - service day	$ 24.70	$ 25.82	$ 50.52
Extra Dump - non service day	$ 49.41	$ 25.82	$ 75.23
Commercial Manure Bin		1x/wk	$ 218.17
Extra Dump - non service day			$ 50.39
* *Rate is per customer per month*			

Temporary & Industrial Service

Rate Type		Service Charge	Per-Ton Charge		All-Inclusive Rate
Temporary Bin (3-yard)		$ 248.36			$ 248.36
Temporary Bin (4-yard)		$ 260.78			$ 260.78
Temporary Bin (10-yard)		$ 414.37	$ 105.00		$ 834.37
Temporary Bin (20-yard)		$ 419.54	$ 105.00		$ 839.54
Temporary Bin (30-yard)		$ 424.71	$ 105.00		$ 844.71
Temporary Bin (40-yard)		$ 435.04	$ 105.00		$ 855.04
All Inclusive Temporary Rolloff Rate assume 4 tons per haul					
Temporary 3-yard rate does not include a per ton-charge. It reflects a Facility Component only					

Commercial Service

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Trash (Black or Grey Container)					
96-gallon 1x week		$ 39.65	$ 14.85		$ 54.50
96-gallon 2x week		$ 63.18	$ 29.70		$ 92.88
96-gallon 3x week		$ 88.15	$ 44.55		$ 132.70
96-gallon 4x week		$ 110.33	$ 59.40		$ 169.73
96-gallon 5x week		$ 131.35	$ 74.25		$ 205.60
96-gallon 6x week		$ 151.51	$ 89.10		$ 240.61
1 yard bin 1x week					N/A
1 yard bin 2x week					N/A
1 yard bin 3x week					N/A
1 yard bin 4x week					N/A
1 yard bin 5x week					N/A
1 yard bin 6x week					N/A
1.5 yard bin 1x week		$ 165.13	$ 46.87		$ 212.00
1.5 yard bin 2x week		$ 265.79	$ 93.74		$ 359.53
1.5 yard bin 3x week		$ 372.36	$ 140.61		$ 512.97
1.5 yard bin 4x week		$ 467.87	$ 187.48		$ 655.35
1.5 yard bin 5x week		$ 558.73	$ 234.35		$ 793.08
1.5 yard bin 6x week		$ 646.18	$ 281.22		$ 927.40
2 yard bin 1x week		$ 166.86	$ 62.49		$ 229.35
2 yard bin 2x week		$ 265.89	$ 124.99		$ 390.88
2 yard bin 3x week		$ 370.97	$ 187.48		$ 558.45
2 yard bin 4x week		$ 464.33	$ 249.98		$ 714.31
2 yard bin 5x week		$ 552.76	$ 312.47		$ 865.23
2 yard bin 6x week		$ 637.59	$ 374.96		$ 1,012.55
3 yard bin 1x week		$ 162.93	$ 93.74		$ 256.67
3 yard bin 2x week		$ 266.09	$ 187.48		$ 453.57
3 yard bin 3x week		$ 368.19	$ 281.22		$ 649.41

Commercial Service — 85% of MSW RATE

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Recycling (Blue Container)					
96-gallon 1x week		$ 33.70	$ 12.62		$ 46.32
96-gallon 2x week		$ 53.71	$ 25.25		$ 78.96
96-gallon 3x week		$ 74.93	$ 37.87		$ 112.80
96-gallon 4x week		$ 93.78	$ 50.49		$ 144.27
96-gallon 5x week		$ 111.65	$ 63.11		$ 174.76
96-gallon 6x week		$ 128.78	$ 75.74		$ 204.52
1 yard bin 1x week					N/A
1 yard bin 2x week					N/A
1 yard bin 3x week					N/A
1 yard bin 4x week					N/A
1 yard bin 5x week					N/A
1 yard bin 6x week					N/A
1.5 yard bin 1x week		$ 140.36	$ 39.84		$ 180.20
1.5 yard bin 2x week		$ 225.92	$ 79.68		$ 305.60
1.5 yard bin 3x week		$ 316.51	$ 119.52		$ 436.03
1.5 yard bin 4x week		$ 397.69	$ 159.36		$ 557.05
1.5 yard bin 5x week		$ 474.92	$ 199.20		$ 674.12
1.5 yard bin 6x week		$ 549.26	$ 239.04		$ 788.30
2 yard bin 1x week		$ 141.83	$ 53.12		$ 194.95
2 yard bin 2x week		$ 226.01	$ 106.24		$ 332.25
2 yard bin 3x week		$ 315.33	$ 159.36		$ 474.69
2 yard bin 4x week		$ 394.68	$ 212.48		$ 607.16
2 yard bin 5x week		$ 469.84	$ 265.60		$ 735.44
2 yard bin 6x week		$ 541.95	$ 318.72		$ 860.67
3 yard bin 1x week		$ 138.49	$ 79.68		$ 218.17
3 yard bin 2x week		$ 226.18	$ 159.36		$ 385.54
3 yard bin 3x week		$ 312.96	$ 239.04		$ 552.00

Commercial Service — 85% of MSW RATE

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Organics (Green or Brown Container)					
96-gallon 1x week		$ 33.70	$ 12.62		$ 46.32
96-gallon 2x week		$ 53.71	$ 25.25		$ 78.96
96-gallon 3x week		$ 74.93	$ 37.87		$ 112.80
96-gallon 4x week		$ 93.78	$ 50.49		$ 144.27
96-gallon 5x week		$ 111.65	$ 63.11		$ 174.76
96-gallon 6x week		$ 128.78	$ 75.74		$ 204.52
1 yard bin 1x week					N/A
1 yard bin 2x week					N/A
1 yard bin 3x week					N/A
1 yard bin 4x week					N/A
1 yard bin 5x week					N/A
1 yard bin 6x week					N/A
1.5 yard bin 1x week		$ 140.36	$ 39.84		$ 180.20
1.5 yard bin 2x week		$ 225.92	$ 79.68		$ 305.60
1.5 yard bin 3x week		$ 316.51	$ 119.52		$ 436.03
1.5 yard bin 4x week		$ 397.69	$ 159.36		$ 557.05
1.5 yard bin 5x week		$ 474.92	$ 199.20		$ 674.12
1.5 yard bin 6x week		$ 549.26	$ 239.04		$ 788.30
2 yard bin 1x week		$ 141.83	$ 53.12		$ 194.95
2 yard bin 2x week		$ 226.01	$ 106.24		$ 332.25
2 yard bin 3x week		$ 315.33	$ 159.36		$ 474.69
2 yard bin 4x week		$ 394.68	$ 212.48		$ 607.16
2 yard bin 5x week		$ 469.84	$ 265.60		$ 735.44
2 yard bin 6x week		$ 541.95	$ 318.72		$ 860.67
3 yard bin 1x week		$ 138.49	$ 79.68		$ 218.17
3 yard bin 2x week		$ 226.18	$ 159.36		$ 385.54
3 yard bin 3x week		$ 312.96	$ 239.04		$ 552.00

Commercial Service

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Trash (Black or Grey Container)					
3 yard bin 4x week		$ 457.23	$ 374.96		$ 832.19
3 yard bin 5x week		$ 540.83	$ 468.71		$ 1,009.54
3 yard bin 6x week		$ 620.41	$ 562.45		$ 1,182.86
4 yard bin 1x week		$ 186.66	$ 124.99		$ 311.65
4 yard bin 2x week		$ 266.29	$ 249.98		$ 516.27
4 yard bin 3x week		$ 365.40	$ 374.96		$ 740.36
4 yard bin 4x week		$ 450.14	$ 499.95		$ 950.09
4 yard bin 5x week		$ 528.91	$ 624.94		$ 1,153.85
4 yard bin 6x week		$ 603.24	$ 749.93		$ 1,353.17
5 yard bin 1x week					N/A
5 yard bin 2x week					N/A
5 yard bin 3x week					N/A
5 yard bin 4x week					N/A
5 yard bin 5x week					N/A
5 yard bin 6x week					N/A
6 yard bin 1x week		$ 180.76	$ 187.48		$ 368.24
6 yard bin 2x week		$ 266.71	$ 374.96		$ 641.67
6 yard bin 3x week		$ 359.81	$ 562.45		$ 922.26
6 yard bin 4x week		$ 435.97	$ 749.93		$ 1,185.90
6 yard bin 5x week		$ 505.03	$ 937.41		$ 1,442.44
6 yard bin 6x week		$ 568.89	$ 1,124.89		$ 1,693.78
3 yard Split Bin 1x week (1.5yd Trash)		$ 165.13	$ 46.87		$ 212.00
3 yard Split Bin 2x week (1.5yd Trash)		$ 265.79	$ 93.74		$ 359.53
3 yard Split Bin 3x week (1.5yd Trash)		$ 372.36	$ 140.61		$ 512.97
3 yard Split Bin 4x week (1.5yd Trash)		$ 467.87	$ 187.48		$ 655.35
3 yard Split Bin 5x week (1.5yd Trash)		$ 558.73	$ 234.35		$ 793.08
3 yard Split Bin 6x week (1.5yd Trash)		$ 646.18	$ 281.22		$ 927.40
4 yard Split Bin 1x week (1.5yd Trash)		$ 166.86	$ 62.49		$ 229.35
4 yard Split Bin 2x week (1.5yd Trash)		$ 265.89	$ 124.99		$ 390.88
4 yard Split Bin 3x week (1.5yd Trash)		$ 370.97	$ 187.48		$ 558.45
4 yard Split Bin 4x week (1.5yd Trash)		$ 464.33	$ 249.98		$ 714.31
4 yard Split Bin 5x week (1.5yd Trash)		$ 552.76	$ 312.47		$ 865.23
4 yard Split Bin 6x week (1.5yd Trash)		$ 637.59	$ 374.96		$ 1,012.55
2 yard compactor 1x week		$ 277.60	$ 124.99		$ 402.59
2 yard compactor 2x week		$ 411.68	$ 249.98		$ 661.66
2 yard compactor 3x week		$ 571.85	$ 374.96		$ 946.81
2 yard compactor 4x week		$ 712.79	$ 499.95		$ 1,212.74
2 yard compactor 5x week		$ 845.67	$ 624.94		$ 1,470.61
2 yard compactor 6x week		$ 972.66	$ 749.93		$ 1,722.59
3 yard compactor 1x week		$ 279.72	$ 187.48		$ 467.20
3 yard compactor 2x week		$ 399.94	$ 374.96		$ 774.90
3 yard compactor 3x week		$ 549.16	$ 562.45		$ 1,111.61
3 yard compactor 4x week		$ 677.02	$ 749.93		$ 1,426.95
3 yard compactor 5x week		$ 795.91	$ 937.41		$ 1,733.32
3 yard compactor 6x week		$ 908.27	$ 1,124.89		$ 2,033.16
4 yard compactor 1x week		$ 281.80	$ 249.98		$ 531.78
4 yard compactor 2x week		$ 388.20	$ 499.95		$ 888.15
4 yard compactor 3x week		$ 526.47	$ 749.93		$ 1,276.40
4 yard compactor 4x week		$ 641.24	$ 999.91		$ 1,641.15
4 yard compactor 5x week		$ 746.17	$ 1,249.88		$ 1,996.05
4 yard compactor 6x week		$ 843.88	$ 1,499.86		$ 2,343.74

Commercial Service — 85% of MSW RATE

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Recycling (Blue Container)					
3 yard bin 4x week		$ 388.65	$ 318.72		$ 707.37
3 yard bin 5x week		$ 459.70	$ 398.40		$ 858.10
3 yard bin 6x week		$ 527.35	$ 478.08		$ 1,005.43
4 yard bin 1x week		$ 158.67	$ 106.24		$ 264.91
4 yard bin 2x week		$ 226.35	$ 212.48		$ 438.83
4 yard bin 3x week		$ 310.59	$ 318.72		$ 629.31
4 yard bin 4x week		$ 382.62	$ 424.96		$ 807.58
4 yard bin 5x week		$ 449.57	$ 531.20		$ 980.77
4 yard bin 6x week		$ 512.75	$ 637.44		$ 1,150.19
5 yard bin 1x week					N/A
5 yard bin 2x week					N/A
5 yard bin 3x week					N/A
5 yard bin 4x week					N/A
5 yard bin 5x week					N/A
5 yard bin 6x week					N/A
6 yard bin 1x week		$ 153.65	$ 159.36		$ 313.01
6 yard bin 2x week		$ 226.70	$ 318.72		$ 545.42
6 yard bin 3x week		$ 305.84	$ 478.08		$ 783.92
6 yard bin 4x week		$ 370.57	$ 637.44		$ 1,008.01
6 yard bin 5x week		$ 429.28	$ 796.80		$ 1,226.08
6 yard bin 6x week		$ 483.55	$ 956.16		$ 1,439.71
3 yard Split Bin 1x week (1.5yd Recycle)		$ 140.36	$ 39.84		$ 180.20
3 yard Split Bin 2x week (1.5yd Recycle)		$ 225.92	$ 79.68		$ 305.60
3 yard Split Bin 3x week (1.5yd Recycle)		$ 316.51	$ 119.52		$ 436.03
3 yard Split Bin 4x week (1.5yd Recycle)		$ 397.69	$ 159.36		$ 557.05
3 yard Split Bin 5x week (1.5yd Recycle)		$ 474.92	$ 199.20		$ 674.12
3 yard Split Bin 6x week (1.5yd Recycle)		$ 549.26	$ 239.04		$ 788.30
4 yard Split Bin 1x week (1.5yd Recycle)		$ 141.83	$ 53.12		$ 194.95
4 yard Split Bin 2x week (1.5yd Recycle)		$ 226.01	$ 106.24		$ 332.25
4 yard Split Bin 3x week (1.5yd Recycle)		$ 315.33	$ 159.36		$ 474.69
4 yard Split Bin 4x week (1.5yd Recycle)		$ 394.68	$ 212.48		$ 607.16
4 yard Split Bin 5x week (1.5yd Recycle)		$ 469.84	$ 265.60		$ 735.44
4 yard Split Bin 6x week (1.5yd Recycle)		$ 541.95	$ 318.72		$ 860.67
2 yard compactor 1x week		$ 235.96	$ 106.24		$ 342.20
2 yard compactor 2x week		$ 349.93	$ 212.48		$ 562.41
2 yard compactor 3x week		$ 486.07	$ 318.72		$ 804.79
2 yard compactor 4x week		$ 605.87	$ 424.96		$ 1,030.83
2 yard compactor 5x week		$ 718.82	$ 531.20		$ 1,250.02
2 yard compactor 6x week		$ 826.76	$ 637.44		$ 1,464.20
3 yard compactor 1x week		$ 237.76	$ 159.36		$ 397.12
3 yard compactor 2x week		$ 339.95	$ 318.72		$ 658.67
3 yard compactor 3x week		$ 466.79	$ 478.08		$ 944.87
3 yard compactor 4x week		$ 575.47	$ 637.44		$ 1,212.91
3 yard compactor 5x week		$ 676.53	$ 796.80		$ 1,473.33
3 yard compactor 6x week		$ 772.03	$ 956.16		$ 1,728.19
4 yard compactor 1x week		$ 239.53	$ 212.48		$ 452.01
4 yard compactor 2x week		$ 329.97	$ 424.96		$ 754.93
4 yard compactor 3x week		$ 447.50	$ 637.44		$ 1,084.94
4 yard compactor 4x week		$ 545.05	$ 849.92		$ 1,394.97
4 yard compactor 5x week		$ 634.24	$ 1,062.40		$ 1,696.64
4 yard compactor 6x week		$ 717.30	$ 1,274.88		$ 1,992.18

Commercial Service — 85% of MSW RATE

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Organics (Green or Brown Container)					
3 yard bin 4x week		$ 388.65	$ 318.72		$ 707.37
3 yard bin 5x week		$ 459.70	$ 398.40		$ 858.10
3 yard bin 6x week		$ 527.35	$ 478.08		$ 1,005.43
4 yard bin 1x week		$ 158.67	$ 106.24		$ 264.91
4 yard bin 2x week		$ 226.35	$ 212.48		$ 438.83
4 yard bin 3x week		$ 310.59	$ 318.72		$ 629.31
4 yard bin 4x week		$ 382.62	$ 424.96		$ 807.58
4 yard bin 5x week		$ 449.57	$ 531.20		$ 980.77
4 yard bin 6x week		$ 512.75	$ 637.44		$ 1,150.19
5 yard bin 1x week					N/A
5 yard bin 2x week					N/A
5 yard bin 3x week					N/A
5 yard bin 4x week					N/A
5 yard bin 5x week					N/A
5 yard bin 6x week					N/A
6 yard bin 1x week		$ 153.65	$ 159.36		$ 313.01
6 yard bin 2x week		$ 226.70	$ 318.72		$ 545.42
6 yard bin 3x week		$ 305.84	$ 478.08		$ 783.92
6 yard bin 4x week		$ 370.57	$ 637.44		$ 1,008.01
6 yard bin 5x week		$ 429.28	$ 796.80		$ 1,226.08
6 yard bin 6x week		$ 483.55	$ 956.16		$ 1,439.71

Other Service - Program - Charge

Rate Type	Flat Rate	Service Component	Facility Component		All-Inclusive Rate
Residential Services					
Residential Bulky Item Collection (Excess of 4 per calendar year)					$ 46.42
Residential Cart Exchange (rate per cart, excluding damage and size changes)					$ 19.89
Residential Lost/Stolen Cart (after two replacements)					$ 66.31
Walk-in / Valet Service (non-ADA, added to basic residential service rate)					$ 37.14

Commercial/Other Charges (only listed charges will be allowed)

Rate Type	Flat Fee		All-Inclusive Rate
Contamination-cart*			$ 25.00
Contamination-bin*			$ 75.00
Overload-cart			$ 18.27
Overload-bin			$ 41.35
Locking Bin (per bin/per mth)	$ 6.78	per container per occurrence	

Commercial Service

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Trash (Black or Grey Container)					
Locking Bin Svc	$ 6.78	per container per occurrence			$ 6.78
Scout Truck	$ 38.57	per container per occurrence			$ 38.57
Scout - Carts (90% of bin rate)	$ 34.72	per container per occurrence			$ 34.72
Standard Roll-Off Box - Rate per pull, plus disposal:					
10-yard (up to 4 tons)		$ 437.84	$ 592.92		$ 1,030.76
30-yard (up to 4 tons)		$ 414.15	$ 490.98		$ 905.13
40-yard (up to 4 tons)		$ 454.89	$ 490.98		$ 945.87
Compactor Roll-Off Box - Rate per pull (excluding rental):					
30-yard (up to 4 tons)		$ 556.83	$ 490.98		$ 1,047.81
40-yard (up to 4 tons)		$ 577.51	$ 490.98		$ 1,068.49
Use in excess of 7 days					$ 57.80
Overweight charge (per ton over 4 tons)			$ 100.90		$ 100.90
Roll-Off Box Cleaning (above one per year)					$ 398.90
Re-delivery/Return Trip Fee					$ 160.48
Daily Rental Over 7 Days for Temporary 10,20,30 and 40-yard bins					$ 39.01
Special Overweight Collection Charge in Excess of 10 Tons					$ 598.40
Cost per Ton Processing Above Limit (over 4 tons)			$ 132.67		$ 132.67
Delivery Fee					$ 196.27
Rolloff False or Dry Run					$ 364.72
Rolloff Relocation Fee					$ 198.94

Commercial Service — 85% of MSW RATE

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Recycling (Blue Container)					
Locking Enclosure (Per mth)	$ 6.78	per container per occurrence			
Gate/Restricted Access (Per mth)	N/A		N/A		
Resume Fee/Collection			$ 57.82		
Damaged Cart (negligence)			N/A		
Damaged Bin (negligence)			N/A		
Damaged Lid (negligence)			N/A		
Extra Dump - service day			$ 88.91		
Extra Dump - non service day			$ 111.14		
Proposed Additional Service Rates					
Commercial Bin Sunday Service			$ 207.99		
Rolloff Relocation Fee		per occurrence	$ 168.51		
Commercial Bin/Cart Wheel-Out Service (25' - 50')		per month	$ 12.35		
Commercial Bin/Cart Wheel-Out Service (51' - 75')		per month	$ 18.53		
Daily Rental Over 7 Days for Temporary 3 and 4-yard bins			$ 15.60		
Temporary 3 and 4-yards, trip charge			$ 165.78		
Temporary 3 and 4-yards, overweight fee			$ 132.63		
Temporary 3 and 4-yards, relocation			$ 66.31		

*After 3rd offense only. First and second offense will be warnings.

Commercial Service — 85% of MSW RATE

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Organics (Green or Brown Container)					

City of Fullerton RFP - Pricing Form

Republic Services

		New Rate	Old Rate
Wise Increase	69.10%	$ 74.00	$ 43.76
CPI Increase*	0.00%		

*** Using an estimate 4% CPI but this will change based on actual CPI. No CPI for YR1 rates.**

Instructions Please list your rates in the format provided below so we can ensure they include all city fees and proposed facility per-ton fees. PLEASE ADD ANY OTHER SERVICES AND FEES IN THE SPACES PROVIDED OR ADD MORE ROWS AS NEEDED. If you do not provide a service or fee, leave it blank and shade the corresponding cells so we know it was intentially left empty. **All listed rates should be monthly (for recurring services) or per-occurrence.**

Residential Service

Rate Type	Service Component	Facility Component		All-Inclusive Rate
Standard 3-cart (96gal-96gal-96gal)	$ 24.48	$ 5.94		$ 30.42
Senior 3-cart (32gal-32gal-32gal)	$ 16.70	$ 1.98		$ 18.68
Senior 3-cart (upsize 1 to 3 carts to 64 gal)	$ 16.70	$ 3.96		$ 20.66
Other Cart size/configuration	$ 24.48	$ 5.94		$ 30.42
Residential Multi-family	$ 24.48	$ 5.94		$ 30.42
Backdoor Service (32gal-64gal-96gal)	$ 24.48	$ 5.94		$ 30.42
				$ -
				$ -
				$ -
				$ -
Residential Manure Bin 1x	$ 143.99	$ 74.18		$ 218.17
Residential Manure Bin 2x	$ 287.98	$ 148.36		$ 436.34
Residential Manure Bin 3x	$ 431.98	$ 222.53		$ 654.51
Residential Manure Bin 4x	$ 575.97	$ 296.71		$ 872.68
Residential Manure Bin 5x	$ 719.96	$ 370.89		$ 1,090.85
Residential Manure Bin 6x	$ 863.95	$ 445.07		$ 1,309.02
Extra Trash Cart	$ 8.68	$ 1.57		$ 10.25
Extra Recycle Cart	$ 8.68	$ 1.57		$ 10.25
Extra Organics Cart	$ 8.68	$ 1.57		$ 10.25
Overloaded Cart Fee*	$ 91.27			$ 91.27
Contaminated Cart Fee*	$ 15.16			$ 15.16
Reactivation Fee	$ -			$ -
Extra Dump - service day	$ 33.37			$ 33.37
Extra Dump - non service day	$ 33.37			$ 33.37
Exchange Cart (All 3)	$ 51.59			$ 51.59
Cart Replacement (Misuse)	$ 91.27			$ 91.27
Bulky Item (unlimited # of items)**	$ -			$ -

*After 3rd offense only. First and second offense will be warnings.

** We offer unlimited free bulky-item pickup

Additional City Events & Services (Not Defined As "No Cost" in RFP)

Service	Cost	Additional Detail
Downtown Containers	$ 200.00	1x container cleaning beyond free weekly cleaning
Bulky Item Event	$1000 + $107.60 per ton	Rate covers up to (3) 40yd RO + $107.60 disposal per ton (additional containers will be billed based on rate sheet)
HHW Event	$ 200,000	Additional event cost (1 free event included)
Curbside HHW		Decline to offer curbside service
Other?		

Residential Service

BID ALTERNATE	**Per-Unit Charge to Perform All Residential Billing**	$ -

Commercial - Downtown District (DD) & Other City Facility Services

Rate Type	Service	Facility	All-Inclusive Rate
DD - All Three Services 1x week	$ 24.33	$ 7.47	$ 31.80
DD - All Three Services 2x week	$ 41.82	$ 13.84	$ 55.66
DD - All Three Services 3x week	$ 59.35	$ 20.24	$ 79.59
DD - All Three Services 4x week	$ 75.79	$ 26.08	$ 101.87
DD - All Three Services 5x week	$ 91.77	$ 31.69	$ 123.46
DD - All Three Services 6x week	$ 107.42	$ 37.13	$ 144.55
DD - All Three Services 7x week	$ 123.13	$ 42.51	$ 165.64
DD - All Three Services Extra P/U	**$ 24.33**	**$ 7.47**	**$ 31.80**
DD - Organics Generators 1x week	$ 9.62	$ 2.96	$ 12.58
DD - Organics Generators 2x week	$ 16.03	$ 5.32	$ 21.35
DD - Organics Generators 3x week	$ 22.66	$ 7.79	$ 30.45
DD - Organics Generators 4x week	$ 28.86	$ 10.04	$ 38.90
DD - Organics Generators 5x week	$ 34.88	$ 12.20	$ 47.08
DD - Organics Generators 6x week	$ 40.77	$ 14.28	$ 55.05
DD - Organics Generators 7x week	$ 46.65	$ 16.37	$ 63.02
DD - Organics Generators Extra P/U	**$ 9.62**	**$ 2.96**	**$ 12.58**
DD - All Other Businesses 1x week	$ 14.71	$ 4.51	$ 19.22
DD - All Other Businesses 2x week	$ 25.80	$ 8.52	$ 34.32
DD - All Other Businesses 3x week	$ 36.69	$ 12.45	$ 49.14
DD - All Other Businesses 4x week	$ 46.93	$ 16.04	$ 62.97
DD - All Other Businesses 5x week	$ 56.89	$ 19.50	$ 76.39
DD - All Other Businesses 6x week	$ 66.65	$ 22.85	$ 89.50
DD - All Other Businesses 7x week	$ 76.48	$ 26.14	$ 102.62
DD - All Other Businesses Extra P/U	**$ 14.71**	**$ 4.51**	**$ 19.22**
Power-wash (over quarterly)	$ 200.00		
Gate/Restricted Access (Per mth)	$ 15.16		
Resume Fee/Collection	$ -		
Damaged Cart (negligence)	$ 91.27		
Damaged Bin (negligence)	$ 935.93		
Damaged Lid (negligence)	$ 28.02		
Exchange Bin - more than 1x per year	$ 114.59		
Commercial Manure 1.5yd Bin 1x week	$ 143.99	$ 74.18	$ 218.17
Commercial Manure 1.5yd Bin 2x week	$ 287.98	$ 148.36	$ 436.34
Commercial Manure 1.5yd Bin 3x week	$ 431.98	$ 222.53	$ 654.51
Commercial Manure 1.5yd Bin 4x week	$ 575.97	$ 296.71	$ 872.68
Commercial Manure 1.5yd Bin 5x week	$ 719.96	$ 370.89	$ 1,090.85
Commercial Manure 1.5yd Bin 6x week	$ 863.95	$ 445.07	$ 1,309.02
Commercial Manure 1.5yd Bin Extra P/U	**$ 49.18**	**$ 42.85**	**$ 92.03**

Temporary & Industrial Service

Rate Type		Service Charge	Per-Ton Charge		All-Inclusive Rate
Temporary Bin (3-yard)		$ 128.41			$ 128.41
Temporary Bin (15-yard) - max 8 tons		$ 1,159.86			$ 1,159.86
Temporary Bin (15-yard) (Clean Inerts) - max 8 tons		$ 498.82			$ 498.82
Temporary Bin (40-yard) (Yardwaste) - max 8 tons		$ 613.02			$ 613.02
Temporary Bin (40-yard) - max 8 tons		$ 940.89			$ 940.89
Perm Bin (15-yard)		$ 323.31	$ 181.96		$323.31+ tons
Perm Bin (40-yard)		$ 323.31	$ 181.96		$323.31+ tons
Overage rate per ton (Temp)			$ 181.96		
3yd Temp Exchange		$ 1,159.86			
3yd Temp Extra Days		$ 9.23			
Roll Off Storage Box		$ 123.75			
3yd Bin Storage		$ 78.30			
Exchange		$ 323.31			
Dump & Return		$ 323.31			
Delivery		$ 65.97			
Steam Clean		$ 152.81			
Tilt Hopper (Monthly Rate)		$ 61.14			
Turnaround Fee (additional svc required)		$ 15.16			
Relocation		$ 79.78			
Extra Days		$ 19.02			
Saturday Service		$ 49.65			
Dry Run/Trip Charge		$ 79.78			
Hourly Rate (Stand By)		$ 116.20			
Heavy Truck Rate		$ 534.81			

Commercial Service (Includes MFU's)

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Trash (Black or Grey Container)					
96-gallon 1x week		$ 35.97	$ 18.53		$ 54.50
96-gallon 2x week		$ 63.14	$ 31.58		$ 94.72
96-gallon 3x week		$ 90.21	$ 45.12		$ 135.33
96-gallon 4x week		$ 115.38	$ 57.71		$ 173.09
96-gallon 5x week		$ 139.77	$ 69.90		$ 209.67
96-gallon 6x week		$ 163.57	$ 81.81		$ 245.38
96-gallon Extra P/U		**$ 35.97**	**$ 18.53**		**$ 54.50**
1 yard bin 1x week					$ -
1 yard bin 2x week					$ -
1 yard bin 3x week					$ -
1 yard bin 4x week					$ -
1 yard bin 5x week					$ -
1 yard bin 6x week					$ -
1 yard bin Extra P/U					**$ -**
1.5 yard bin 1x week		$ 139.92	$ 72.08		$ 212.00
1.5 yard bin 2x week		$ 244.41	$ 122.24		$ 366.65
1.5 yard bin 3x week		$ 348.72	$ 174.41		$ 523.13
1.5 yard bin 4x week		$ 445.51	$ 222.82		$ 668.33
1.5 yard bin 5x week		$ 539.14	$ 269.65		$ 808.79
1.5 yard bin 6x week		$ 630.45	$ 315.32		$ 945.77
1.5 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
2 yard bin 1x week		$ 151.37	$ 77.98		$ 229.35
2 yard bin 2x week		$ 265.72	$ 132.90		$ 398.62
2 yard bin 3x week		$ 379.63	$ 189.87		$ 569.50
2 yard bin 4x week		$ 485.59	$ 242.87		$ 728.46
2 yard bin 5x week		$ 588.18	$ 294.18		$ 882.36
2 yard bin 6x week		$ 688.33	$ 344.27		$ 1,032.60
2 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
3 yard bin 1x week		$ 169.40	$ 87.27		$ 256.67
3 yard bin 2x week		$ 308.34	$ 154.21		$ 462.55
3 yard bin 3x week		$ 441.47	$ 220.80		$ 662.27
3 yard bin 4x week		$ 565.72	$ 282.94		$ 848.66
3 yard bin 5x week		$ 686.29	$ 343.24		$ 1,029.53
3 yard bin 6x week		$ 804.11	$ 402.17		$ 1,206.28

Commercial Service (Includes MFU's)

Rate Type		Service Component	Facility Component		Inclusive Rate
Commercial Recycling (Blue Container)					
96-gallon 1x week		$ 30.57	$ 15.75		$ 46.32
96-gallon 2x week		$ 52.11	$ 26.85		$ 78.96
96-gallon 3x week		$ 74.45	$ 38.35		$ 112.80
96-gallon 4x week		$ 95.22	$ 49.05		$ 144.27
96-gallon 5x week		$ 115.34	$ 59.42		$ 174.76
96-gallon 6x week		$ 134.98	$ 69.54		$ 204.52
96-gallon Extra P/U		**$ 30.57**	**$ 15.75**		**$ 46.32**
1 yard bin 1x week					$ -
1 yard bin 2x week					$ -
1 yard bin 3x week					$ -
1 yard bin 4x week					$ -
1 yard bin 5x week					$ -
1 yard bin 6x week					$ -
1 yard bin Extra P/U					**$ -**
1.5 yard bin 1x week		$ 118.93	$ 61.27		$ 180.20
1.5 yard bin 2x week		$ 201.70	$ 103.90		$ 305.60
1.5 yard bin 3x week		$ 287.78	$ 148.25		$ 436.03
1.5 yard bin 4x week		$ 367.65	$ 189.40		$ 557.05
1.5 yard bin 5x week		$ 444.92	$ 229.20		$ 674.12
1.5 yard bin 6x week		$ 520.28	$ 268.02		$ 788.30
1.5 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
2 yard bin 1x week		$ 128.67	$ 66.28		$ 194.95
2 yard bin 2x week		$ 219.29	$ 112.97		$ 332.26
2 yard bin 3x week		$ 313.30	$ 161.39		$ 474.69
2 yard bin 4x week		$ 400.73	$ 206.43		$ 607.16
2 yard bin 5x week		$ 485.39	$ 250.05		$ 735.44
2 yard bin 6x week		$ 568.04	$ 292.63		$ 860.67
2 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
3 yard bin 1x week		$ 143.99	$ 74.18		$ 218.17
3 yard bin 2x week		$ 254.46	$ 131.08		$ 385.54
3 yard bin 3x week		$ 364.32	$ 187.68		$ 552.00
3 yard bin 4x week		$ 466.86	$ 240.51		$ 707.37
3 yard bin 5x week		$ 566.35	$ 291.75		$ 858.10
3 yard bin 6x week		$ 663.58	$ 341.85		$ 1,005.43

Commercial Service (Includes MFU's)

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Organics (Green or Brown Container)					
96-gallon 1x week (Mixed FW & YW)		$ 30.57	$ 15.75		$ 46.32
96-gallon 2x week (Mixed FW & YW)		$ 52.11	$ 26.85		$ 78.96
96-gallon 3x week (Mixed FW & YW)		$ 74.45	$ 38.35		$ 112.80
96-gallon 4x week (Mixed FW & YW)		$ 95.22	$ 49.05		$ 144.27
96-gallon 5x week (Mixed FW & YW)		$ 115.34	$ 59.42		$ 174.76
96-gallon 6x week (Mixed FW & YW)		$ 134.98	$ 69.54		$ 204.52
96-gallon Extra P/U (Mixed FW & YW)		**$ 30.57**	**$ 15.75**		**$ 46.32**
1 yard bin 1x week					$ -
1 yard bin 2x week					$ -
1 yard bin 3x week					$ -
1 yard bin 4x week					$ -
1 yard bin 5x week					$ -
1 yard bin 6x week					$ -
1 yard bin Extra P/U					**$ -**
1.5 yard bin 1x week		$ 118.93	$ 61.27		$ 180.20
1.5 yard bin 2x week		$ 201.70	$ 103.90		$ 305.60
1.5 yard bin 3x week		$ 287.78	$ 148.25		$ 436.03
1.5 yard bin 4x week		$ 367.65	$ 189.40		$ 557.05
1.5 yard bin 5x week		$ 444.92	$ 229.20		$ 674.12
1.5 yard bin 6x week		$ 520.28	$ 268.02		$ 788.30
1.5 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
2 yard bin 1x week		$ 128.67	$ 66.28		$ 194.95
2 yard bin 2x week		$ 219.29	$ 112.97		$ 332.26
2 yard bin 3x week		$ 313.30	$ 161.39		$ 474.69
2 yard bin 4x week		$ 400.73	$ 206.43		$ 607.16
2 yard bin 5x week		$ 485.39	$ 250.05		$ 735.44
2 yard bin 6x week		$ 568.04	$ 292.63		$ 860.67
2 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
3 yard bin 1x week		$ 143.99	$ 74.18		$ 218.17
3 yard bin 2x week		$ 254.46	$ 131.08		$ 385.54
3 yard bin 3x week		$ 364.32	$ 187.68		$ 552.00
3 yard bin 4x week		$ 466.86	$ 240.51		$ 707.37
3 yard bin 5x week		$ 566.35	$ 291.75		$ 858.10
3 yard bin 6x week		$ 663.58	$ 341.85		$ 1,005.43

3 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
3 yard bin 1x week Temp Construction		$ 163.92	$ 84.44		$ 248.36
3 yard bin 2x week Temp Construction		$ 327.84	$ 168.88		$ 496.72
3 yard bin 3x week Temp Construction		$ 491.75	$ 253.33		$ 745.08
3 yard bin 4x week Temp Construction		$ 655.67	$ 337.77		$ 993.44
3 yard bin 5x week Temp Construction		$ 819.59	$ 422.21		$ 1,241.80
3 yard bin 6x week Temp Construction		$ 983.51	$ 506.65		$ 1,490.16
3 yard bin (Temp) Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
4 yard bin 1x week		$ 205.69	$ 105.96		$ 311.65
4 yard bin 2x week		$ 350.96	$ 175.53		$ 526.49
4 yard bin 3x week		$ 503.30	$ 251.72		$ 755.02
4 yard bin 4x week		$ 645.87	$ 323.03		$ 968.90
4 yard bin 5x week		$ 784.39	$ 392.31		$ 1,176.70
4 yard bin 6x week		$ 919.88	$ 460.08		$ 1,379.96
4 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
5 yard bin 1x week					$ -
5 yard bin 2x week					$ -
5 yard bin 3x week					$ -
5 yard bin 4x week					$ -
5 yard bin 5x week					$ -
5 yard bin 6x week					$ -
5 yard bin Extra P/U					**$ -**
6 yard bin 1x week		$ 243.04	$ 125.20		$ 368.24
6 yard bin 2x week		$ 436.21	$ 218.17		$ 654.38
6 yard bin 3x week		$ 626.95	$ 313.57		$ 940.52
6 yard bin 4x week		$ 806.17	$ 403.21		$ 1,209.38
6 yard bin 5x week		$ 980.57	$ 490.43		$ 1,471.00
6 yard bin 6x week		$ 1,151.43	$ 575.89		$ 1,727.32
6 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
8 yard bin 1x week		$ 411.38	$ 211.92		$ 623.30
8 yard bin 2x week		$ 701.92	$ 351.06		$ 1,052.98
8 yard bin 3x week		$ 1,006.59	$ 503.44		$ 1,510.04
8 yard bin 4x week		$ 1,291.74	$ 646.06		$ 1,937.80
8 yard bin 5x week		$ 1,568.77	$ 784.62		$ 2,353.39
8 yard bin 6x week		$ 1,839.77	$ 920.16		$ 2,759.93
8 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
Pull Out Service 1x week		$ 25.46	$ 13.11		$ 38.57
Pull Out Service 2x week		$ 52.44	$ 26.23		$ 78.67
Pull Out Service 3x week		$ 78.66	$ 39.34		$ 118.00
Pull Out Service 4x week		$ 104.88	$ 52.46		$ 157.34
Pull Out Service 5x week		$ 131.10	$ 65.57		$ 196.67
Pull Out Service 6x week		$ 157.32	$ 78.68		$ 236.00
Pull Out Service Extra P/U		**$ 61.14**	**$ 22.61**		**$ 83.75**
Please add and list all Split-Bin Configurations (Trash/Recycling)					$ -
3yd Split Bin 1x week		$ 258.85	$ 133.35		$ 392.20
3yd Split Bin 2x week		$ 446.11	$ 226.14		$ 672.25
3yd Split Bin 3x week		$ 636.50	$ 322.66		$ 959.16
3yd Split Bin 4x week		$ 813.16	$ 412.22		$ 1,225.38
3yd Split Bin 5x week		$ 984.06	$ 498.85		$ 1,482.91
3yd Split Bin 6x week		$ 1,150.73	$ 583.34		$ 1,734.07
3yd Split Bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
4yd Split Bin 1x week		$ 280.04	$ 144.26		$ 424.30
4yd Split Bin 2x week		$ 485.01	$ 245.86		$ 730.87
4yd Split Bin 3x week		$ 692.93	$ 351.27		$ 1,044.20
4yd Split Bin 4x week		$ 886.32	$ 449.30		$ 1,335.62
4yd Split Bin 5x week		$ 1,073.57	$ 544.23		$ 1,617.80
4yd Split Bin 6x week		$ 1,256.37	$ 636.89		$ 1,893.26
4yd Split Bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
Please add and list all trash compactor configurations					$ -
2yd Compactor 1x week*		$ 308.35	$ 106.43		$ 414.78
2yd Compactor 2x week*		$ 526.78	$ 176.52		$ 703.30
2yd Compactor 2x week*		$ 755.67	$ 253.22		$ 1,008.89
2yd Compactor 4x week*		$ 970.04	$ 325.06		$ 1,295.10
2yd Compactor 5x week*		$ 1,178.31	$ 394.85		$ 1,573.16
2yd Compactor 6x week*		$ 1,382.14	$ 463.15		$ 1,845.29
2yd Compactor Extra P/U		**$ 80.93**	**$ 41.69**		**$ 122.63**
3yd Compactor 1x week		$ 308.35	$ 158.85		$ 467.20
3yd Compactor 2x week		$ 526.78	$ 263.47		$ 790.25
3yd Compactor 3x week		$ 755.67	$ 377.95		$ 1,133.62
3yd Compactor 4x week		$ 970.04	$ 485.16		$ 1,455.20
3yd Compactor 5x week		$ 1,178.31	$ 589.33		$ 1,767.64
3yd Compactor 6x week		$ 1,382.14	$ 691.27		$ 2,073.41
3yd Compactor Extra P/U		**$ 80.93**	**$ 41.69**		**$ 122.63**
4yd Compactor 1x week*		$ 308.35	$ 212.86		$ 521.21
4yd Compactor 4x week*		$ 526.78	$ 353.04		$ 879.82
4yd Compactor 4x week*		$ 755.67	$ 506.45		$ 1,262.12
4yd Compactor 4x week*		$ 970.04	$ 650.12		$ 1,620.16
4yd Compactor 5x week*		$ 1,178.31	$ 789.70		$ 1,968.01
4yd Compactor 6x week*		$ 1,382.14	$ 926.31		$ 2,308.45
4yd Compactor Extra P/U		**$ 80.93**	**$ 41.69**		**$ 122.63**
RO 10yd - 20yd Compactor (includes 4 tons)		$ 388.59	$ 727.86		$ 1,116.45
RO 21yd - 30yd Compactor (includes 4 tons)		$ 421.22	$ 727.86		$ 1,149.08
RO 31yd - 40yd Compactor (includes 4 tons)		$ 453.92	$ 727.86		$ 1,181.78
Overage rate per ton			$ 181.96		$ 181.96
*2yd & 4yd compactors only available with manager approval					

Manure Bin Rates					
Commercial Manure 1.5yd Bin 1x week		$ 143.99	$ 74.18		$ 218.17
Commercial Manure 1.5yd Bin 2x week		$ 287.98	$ 148.36		$ 436.34
Commercial Manure 1.5yd Bin 3x week		$ 431.98	$ 222.53		$ 654.51
Commercial Manure 1.5yd Bin 4x week		$ 575.97	$ 296.71		$ 872.68
Commercial Manure 1.5yd Bin 5x week		$ 719.96	$ 370.89		$ 1,090.85
Commercial Manure 1.5yd Bin 6x week		$ 863.95	$ 445.07		$ 1,309.02
Commercial Manure 1.5yd Bin Extra P/U		**$ 49.18**	**$ 42.85**		**$ 92.03**

3 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
4 yard bin 1x week		$ 174.84	$ 90.07		$ 264.91
4 yard bin 2x week		$ 289.63	$ 149.20		$ 438.83
4 yard bin 3x week		$ 415.34	$ 213.97		$ 629.31
4 yard bin 4x week		$ 533.00	$ 274.58		$ 807.58
4 yard bin 5x week		$ 647.31	$ 333.46		$ 980.77
4 yard bin 6x week		$ 759.13	$ 391.06		$ 1,150.19
4 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
5 yard bin 1x week					$ -
5 yard bin 2x week					$ -
5 yard bin 3x week					$ -
5 yard bin 4x week					$ -
5 yard bin 5x week					$ -
5 yard bin 6x week					$ -
5 yard bin Extra P/U					**$ -**
6 yard bin 1x week					$ -
6 yard bin 2x week					$ -
6 yard bin 3x week					$ -
6 yard bin 4x week					$ -
6 yard bin 5x week					$ -
6 yard bin 6x week					$ -
6 yard bin Extra P/U					**$ -**
64-gallon 1x week		$ 30.57	$ 15.75		$ 46.32
64-gallon 2x week		$ 52.11	$ 26.85		$ 78.96
64-gallon 3x week		$ 74.45	$ 38.35		$ 112.80
64-gallon 4x week		$ 95.22	$ 49.05		$ 144.27
64-gallon 5x week		$ 115.34	$ 59.42		$ 174.76
64-gallon 6x week		$ 134.98	$ 69.54		$ 204.52
64-gallon Extra P/U		**$ 30.57**	**$ 15.75**		**$ 46.32**

Please add and list all recycling compactor configurations		Service Component	Facility Component		All-Inclusive Rate
3yd Compactor 1x week		$ 262.10	$ 135.02		$ 397.12
3yd Compactor 2x week		$ 434.72	$ 223.95		$ 658.67
3yd Compactor 3x week		$ 623.61	$ 321.26		$ 944.87
3yd Compactor 4x week		$ 800.52	$ 412.39		$ 1,212.91
3yd Compactor 5x week		$ 972.40	$ 500.93		$ 1,473.33
3yd Compactor 6x week		$ 1,140.61	$ 587.58		$ 1,728.19
3yd Compactor Extra P/U		**$ 48.35**	**$ 58.32**		**$ 106.67**
RO 10yd - 20yd Compactor (includes 4 tons)		$ 388.59	$ 727.86		$ 1,116.45
RO 21yd - 30yd Compactor (includes 4 tons)		$ 421.22	$ 727.86		$ 1,149.08
RO 31yd - 40yd Compactor (includes 4 tons)		$ 453.92	$ 727.86		$ 1,181.78
Overage rate per ton			$ 181.96		$ 181.96

3 yard bin Extra P/U		**$ 53.96**	**$ 27.80**		**$ 81.75**
4 yard bin 1x week					$ -
4 yard bin 2x week					$ -
4 yard bin 3x week					$ -
4 yard bin 4x week					$ -
4 yard bin 5x week					$ -
4 yard bin 6x week					$ -
4 yard bin Extra P/U					**$ -**
5 yard bin 1x week					$ -
5 yard bin 2x week					$ -
5 yard bin 3x week					$ -
5 yard bin 4x week					$ -
5 yard bin 5x week					$ -
5 yard bin 6x week					$ -
5 yard bin Extra P/U					**$ -**
6 yard bin 1x week					$ -
6 yard bin 2x week					$ -
6 yard bin 3x week					$ -
6 yard bin 4x week					$ -
6 yard bin 5x week					$ -
6 yard bin 6x week					$ -
6 yard bin Extra P/U					**$ -**
32-gallon 1x week		$ 30.57	$ 15.75		$ 46.32
32-gallon 2x week		$ 52.11	$ 26.85		$ 78.96
32-gallon 3x week		$ 74.45	$ 38.35		$ 112.80
32-gallon 4x week		$ 95.22	$ 49.05		$ 144.27
32-gallon 5x week		$ 115.34	$ 59.42		$ 174.76
32-gallon 6x week		$ 134.98	$ 69.54		$ 204.52
32-gallon Extra P/U		**$ 30.57**	**$ 15.75**		**$ 46.32**
64-gallon 1x week		$ 30.57	$ 15.75		$ 46.32
64-gallon 2x week		$ 52.11	$ 26.85		$ 78.96
64-gallon 3x week		$ 74.45	$ 38.35		$ 112.80
64-gallon 4x week		$ 95.22	$ 49.05		$ 144.27
64-gallon 5x week		$ 115.34	$ 59.42		$ 174.76
64-gallon 6x week		$ 134.98	$ 69.54		$ 204.52
64-gallon Extra P/U		**$ 30.57**	**$ 15.75**		**$ 46.32**

Other Service - Program - Charge

Rate Type	Flat Rate	Service Component	Facility Component		All-Inclusive Rate
Residential Bulky Item Collection (Excess of 4 per calendar year)	$ -				Free
Residential Walk-out Service (Valet Service - non ADA, added to Residential service rate)	$ 30.42				$ 30.42

Other Service - Program - No Charge "Free"

Rate Type	Flat Rate	Service Component	Facility Component		All-Inclusive Rate
Annual Steam Cleaning (city owned enclosures)	$ -	$ -	$ -		Free
Walk-out Service (customers with verifiable disability)	$ -	$ -	$ -		Free
HHW Event (1 per calendar year)	$ -	$ -	$ -		Free
Compost Drive-Through Event	$ -	$ -	$ -		Free
Paper Shred Event (Twice per calendar year)	$ -	$ -	$ -		Free
Compost Giveaway Event	$ -	$ -	$ -		Free
Downtown District weekly cleaning	$ -	$ -	$ -		Free
Bulky Item Quarterly Collection	$ -	$ -	$ -		Free
Weekly Bulky Item sweeps (hot spots)	$ -	$ -	$ -		Free

Commercial/Other Charges (only listed charges will be allowed)

Rate Type	Flat Fee		All-Inclusive Rate
Contamination-cart*	$ 37.80		
Contamination-bin*	$ 58.16		
Overload-cart	$ 42.25		
Overload-bin	$ 65.00		
Locking Bin (per bin/per mth)	$ 9.80		
Locking Enclosure (Per mth)	$ 15.16		
Gate/Restricted Access (Per mth)	$ 15.16		
Resume Fee/Collection	$ -		
Damaged Cart (negligence)	$ 91.27		
Damaged Bin (negligence)	$ 935.93		
Damaged Lid (negligence)	$ 28.02		
Extra Dump - service day	See Above - varies by size		
Extra Dump - non service day	See Above - varies by size		
Exchange Bin- No charge 1x per year	$ -		
Exchange Bin - more than 1x per year	$ 114.59		
Relocation	$ 79.78		
Redeliver Bin	$ 116.20		
Lock Latch Bin Installation	$ 113.93		
Bulky Item (unlimited collection)**	$ -		
Steam Clean - No Charge 1x per year	$ -		
Steam Clean - more than 1x per year	$ 147.17		

*After 3rd offense only. First and second offense will be warnings.

**No limit per calendar year; Max 20 items per collection

City of Fullerton RFP - Pricing Form
Valley Vista Services

Instructions

Please list your rates in the format provided below so we can ensure they include all city fees and proposed facility per-ton fees. PLEASE ADD ANY OTHER SERVICES AND FEES IN THE SPACES PROVIDED OR ADD MORE ROWS AS NEEDED. If you do not provide a service or fee, leave it blank and shade the corresponding cells so we know it was intentionally left empty. **All listed rates should be monthly (for recurring services) or per-occurrence.**

Residential Service

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Standard 3-cart (96gal-96gal-96gal)		$ 14.88	$ 11.51		$ 26.39
Standard 3-cart (64gal-64gal-64gal)		$ 13.39	$ 10.36		$ 23.75
Standard 3-cart (35gal-35gal-35gal)		$ 11.31	$ 8.75		$ 20.06
Senior 3-cart (96gal-96gal-96gal) **		$ 12.65	$ 9.78		$ 22.43
Senior 3-cart (64gal-64gal-64gal)		$ 11.39	$ 8.80		$ 20.19
Senior 3-cart (35gal-35gal-35gal)		$ 9.61	$ 7.43		$ 17.05
Extra Trash Cart		$ 4.40	$ 3.40		$ 7.80
Extra Recycle Cart		N/C			N/C
Extra Organics Cart		$ 4.58	$ 3.54		$ 8.12
Overloaded Cart Fee*		$ 15.00			$ 15.00
Contaminated Cart Fee*		$ 25.00			$ 25.00
Reactivation Fee		N/C			N/C
Extra Dump - service day		$ 12.10	$ 9.36		$ 21.46
Extra Dump - non service day		$ 12.10	$ 9.36		$ 21.46
Walk-Out Service (Valet Service) NTE 100 Yards		$ 6.00			$ 6.00
Walk-Out Service (Valet Service) NTE 100 Yards -Qualified Disabled		N/C			N/C
2 Cubic Yard Manure 1X		$ 84.32	$ 110.35		$ 194.66
2 Cubic Yard Manure 2X		$ 129.18	$ 169.06		$ 298.23
2 Cubic Yard Manure 3X		$ 174.05	$ 227.78		$ 401.83
2 Cubic Yard Manure 4X		$ 218.92	$ 286.51		$ 505.43
2 Cubic Yard Manure 5X		$ 263.81	$ 345.26		$ 609.06
2 Cubic Yard Manure 6X		$ 308.69	$ 404.00		$ 712.69
Bulky Item Service (After First Four)		$ 15.53	$ 12.00		$ 27.53

*After 3rd offense only. First and second offense will be warnings.

** Low-income eligibilty-TBD

Additional City Events & Services (Not Defined As "No Cost" in RFP)

Service	Cost	Additional Detail
Downtown Containers (Bins)	**$ 193.03**	**3-yard Bin**
Bulky Item Event	**$ 766.65**	**PER 40 YD ROLLOFF**
HHW Event	**$ 50,000.00**	**PER EVENT**
Curbside HHW	**$ 25.00**	**PER PICKUP AFTER 2 NO CHARGE**
SPECIFICALLY EXCLUDES CITY PUBLIC WORKS PROJECTS		

Commercial - Downtown District (DD) & Other City Facility Services

	Service	Facility	All-Inclusive Rate
RATE TO 50 NON FOOD 1x week	**$ 84.09**	**$ 38.88**	**$ 122.97**
RATE TO 30 NON-FOOD *PLUS* ORGANICS 1x week	**$ 110.57**	**$ 51.13**	**$ 161.70**

Residential Service

BID ALTERNATE	**Per-Unit Charge to Perform All Residential Billing Services.**	**$ 0.53**

Commercial - Downtown District (DD) & Other City Facility Services

Rate Type	Service	Facility	All-Inclusive Rate
RATE TO 50 NON FOOD 1x week	$ 84.09	$ 38.88	$ 122.97
RATE TO 30 NON-FOOD *PLUS* ORGANICS 1x week	$ 110.57	$ 51.13	$ 161.70
Power-wash (over quarterly)	$ 58.00		$ 58.00
Gate/Restricted Access (Per mth)	$ 15.50		$ 15.50
Resume Fee/Collection	$ 75.00		$ 75.00
Damaged Cart (negligence)	$ 65.86		$ 65.86
Damaged Bin (negligence)	$ 800.00		$ 800.00
Damaged Lid (negligence)	$ 50.00		$ 50.00
Extra Dump - service day	$ 41.66		$ 41.66
Extra Dump - non service day	$ 41.66		$ 41.66
2 Cubic Yard Manure 1X	$ 84.32	$ 110.35	$ 194.66
2 Cubic Yard Manure 2X	$ 129.18	$ 169.06	$ 298.23
2 Cubic Yard Manure 3X	$ 174.05	$ 227.78	$ 401.83
2 Cubic Yard Manure 4X	$ 218.92	$ 286.51	$ 505.43
2 Cubic Yard Manure 5X	$ 263.81	$ 345.26	$ 609.06
2 Cubic Yard Manure 6X	$ 308.69	$ 404.00	$ 712.69

Temporary & Industrial Service

Rate Type		Service Charge	Per-Ton Charge	Facility	All-Inclusive Rate
3YD Bin - deliver, pickup and one dump	per event	$ 176.00		$ 81.37	$ 257.37
3YD Bin additional dump	per event	$ 41.03		$ 18.97	$ 60.00
Temporary Bin (3-yard) 1x	per event	$ 176.00		$ 81.37	$ 257.37
Temporary Bin (3-yard) 2x	per event	$ 272.99		$ 126.22	$ 399.22
Temporary Bin (3-yard) 3x	per event	$ 372.71		$ 172.33	$ 545.04
Temporary Bin (3-yard) 4x	per event	$ 465.66		$ 215.31	$ 680.97
Temporary Bin (3-yard) 5x	per event	$ 565.38		$ 261.41	$ 826.79
Temporary Bin (3-yard) 6x	per event	$ 665.09		$ 307.52	$ 972.61
Temporary Bin (4-yard)	per event	$ -		$ -	
Temporary Bin (20-yard)					
Temporary Bin (30-yard)					
6YD Bin - deliver, pickup and one dump	per event	$ 211.19		$ 97.65	$ 308.84
6YD Bin additional dump	per event	$ 46.50		$ 21.50	$ 68.00
Daily rental after 7 days	Per Day	$ 23.93		$ 11.07	$ 35.00
Delivery - Storage Box		$ 222.29			$ 222.29
Storage Box Rental Per Month		$ 228.80			$ 228.80
Dump and Return - 3 Yd Temporary Bin		$ 257.37			$ 257.37
Roll Off					
Deliver 10 Yd Lowboy- Permanent + Dump		$ 322.00			$ 322.00
Deliver 10 Yd Lowboy - Temporary up to 6 Tons		$ 577.83		$ 267.17	$ 845.00
Deliver 12 Yd Roll Off - Temporary up to 6 Tons		$ 332.86		$ 153.90	$ 486.77
Deliver - 26 Yd Lowboy Permanent + Dump		$ 322.00			$ 322.00
Dump and Return - 26 Yd Lowboy Temporary up to 6 Tons		$ 599.71		$ 277.29	$ 877.00
Deliver 40 Yd Rolloff - Permanent + Dump		$ 322.00			$ 322.00
Deliver 40 Yd Rolloff- Temporary up to 6 Tons		$ 551.84		$ 255.16	$ 807.00
Roll-Off Disposal/Processing & Other Fees					
Solid waste (transfer only - no processing)	per ton		$ 93.99		$ 93.99
Commingled recyclables processing	per ton		$ 65.00		$ 65.00
Construction & Demolition Waste Processing Per Ton	per ton		$ 125.41		$ 125.41
MSW Overweight Charge- 6 Ton Limit - Per Ton	per ton		$ 125.14		$ 125.14
Dry Run Charge	per event	$ 231.41			$ 231.41
Respot Charge	per event	$ 189.50			$ 189.50
Flatbed - Palletized Waste (Up to 10 Pallets)	per event	$ 393.13			$ 393.13
Flatbed - Pallet Handling Charge Per Pallet	per event	$ 51.74			$ 51.74
Live Load (Semi) - Per Haul (Up to 20 Tons)	per event	$ 569.10			$ 569.10
Special Handling Charge	per event	$ 127.02			$ 127.02
Late Fee - On Past Due Balance	per event	10%			10%
Inactivity Fee - Per Day after 7 Days	per event	$ 11.40			$ 11.40
Standby Fee - Per Minute (In Excess of 15 minutes)	per event	$ 2.59			$ 2.59
Plastic Liners	per event	$ 41.03			$ 41.03
NSF/Return Check Fee	per event	$ 25.00			$ 25.00
Roll-off box cleaning beyond one (1) per year.	per event	$ 150.00			$ 150.00
Redelivery/Return trip/Dry run	per event	$ 195.00			$ 195.00
Temporary roll-off daily rental after 7 days with no dump	per day	$ 35.00			$ 35.00
Relocation fee	per event	$ 175.00			$ 175.00
Sunday service surcharge	per event	$ 75.00			$ 75.00
COMP RENTAL - MONTHY	per event	$ 400.00			$ 400.00
DUMP FEE - ASBESTOS	per ton		$ 199.58		$ 199.58
DUMP FEE - ASPHALT	per ton		$ 120.23		$ 120.23
DUMP FEE - CARDBOARD	per ton		$ 118.97		$ 118.97
DUMP FEE - CONCRETE	per ton		$ 114.67		$ 114.67
DUMP FEE - GREEN WST	per ton		$ 130.14		$ 130.14
DUMP FEE - MSW	per ton		$ 118.20		$ 118.20
DUMP FEE - ORGANIC CONTAM	per ton		$ 273.60		$ 273.60
DUMP FEE - ORGANIC PACKAG	per ton		$ 236.25		$ 236.25
DUMP FEE - ORGANICS	per ton		$ 159.17		$ 159.17
DUMP FEE - PKGD ORGANICS	per ton		$ 259.88		$ 259.88
DUMP FEE - SCRAP METAL	per ton		$ 113.88		$ 113.88
DUMP FEE - SPECIAL HANDL	per ton		$ 110.39		$ 110.39
DUMP FEE - STEEL	per ton		$ 131.38		$ 131.38
DUMP FEE - TIRES	per ton		$ 141.87		$ 141.87
DUMP FEE - WHITE GOOD	per ton		$ 135.71		$ 135.71
DUMP FEE - WOOD	per ton		$ 108.56		$ 108.56
DUMP FEE MIXED GLASS	per ton		$ 125.84		$ 125.84
END DUMP-MSW	per ton		$ 108.96		$ 108.96
E-WASTE PICK-UP	per ton		$ 125.41		$ 125.41
EXCESS WIEGHT - CD	per ton		$ 141.12		$ 141.12
LINER CHARGE	per event	$ 42.43			$ 42.43
PRESSURE WASHING - HOURLY	per event	$ 120.00			$ 120.00

Commercial Service

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Trash (Black or Grey Container)					

Commercial Service

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Recycling (Blue Container)					

Commercial Service

Rate Type		Service Component	Facility Component		All-Inclusive Rate
Commercial Organics (Green or Brown Container)					

96-gallon 1x week		$ 69.55	$ 32.16		$ 101.71
96-gallon 2x week		$ 126.95	$ 58.70		$ 185.64
96-gallon 3x week		$ 190.42	$ 88.04		$ 278.47
96-gallon 4x week		$ 253.89	$ 117.39		$ 371.29
96-gallon 5x week		$ 295.49	$ 136.63		$ 432.12
96-gallon 6x week		$ 333.80	$ 154.34		$ 488.14
1 yard bin 1x week		$ 146.33	$ 67.66		$ 213.98
1 yard bin 2x week		$ 267.09	$ 123.49		$ 390.58
1 yard bin 3x week		$ 400.62	$ 185.24		$ 585.86
1 yard bin 4x week		$ 534.16	$ 246.98		$ 781.15
1 yard bin 5x week		$ 621.68	$ 287.45		$ 909.13
1 yard bin 6x week		$ 702.28	$ 324.72		$ 1,027.00
1.5 yard bin 1x week		$ 155.56	$ 71.93		$ 227.49
1.5 yard bin 2x week		$ 285.55	$ 132.03		$ 417.58
1.5 yard bin 3x week		$ 428.33	$ 198.05		$ 626.37
1.5 yard bin 4x week		$ 571.10	$ 264.06		$ 835.16
1.5 yard bin 5x week		$ 667.84	$ 308.79		$ 976.64
1.5 yard bin 6x week		$ 757.68	$ 350.33		$ 1,108.01
2 yard bin 1x week		$ 164.80	$ 76.20		$ 240.99
2 yard bin 2x week		$ 304.01	$ 140.57		$ 444.58
2 yard bin 3x week		$ 456.02	$ 210.85		$ 666.87
2 yard bin 4x week		$ 608.03	$ 281.14		$ 889.17
2 yard bin 5x week		$ 714.00	$ 330.13		$ 1,044.14
2 yard bin 6x week		$ 813.08	$ 375.94		$ 1,189.02
3 yard bin 1x week		$ 183.26	$ 84.73		$ 267.99
3 yard bin 2x week		$ 340.94	$ 157.64		$ 498.59
3 yard bin 3x week		$ 511.42	$ 236.46		$ 747.88
3 yard bin 4x week		$ 681.89	$ 315.29		$ 997.18
3 yard bin 5x week		$ 806.33	$ 372.82		$ 1,179.16
3 yard bin 6x week		$ 923.87	$ 427.17		$ 1,351.04
4 yard bin 1x week		$ 201.72	$ 93.27		$ 294.99
4 yard bin 2x week		$ 377.88	$ 174.72		$ 552.60
4 yard bin 3x week		$ 566.81	$ 262.08		$ 828.89
4 yard bin 4x week		$ 755.76	$ 349.44		$ 1,105.20
4 yard bin 5x week		$ 898.66	$ 415.51		$ 1,314.18
4 yard bin 6x week		$ 1,256.25	$ 580.85		$ 1,837.10
5 yard bin 1x week		n/a			n/a
5 yard bin 2x week		n/a			n/a
5 yard bin 3x week		n/a			n/a
5 yard bin 4x week		n/a			n/a
5 yard bin 5x week		n/a			n/a
5 yard bin 6x week		n/a			n/a
6 yard bin 1x week		$ 238.66	$ 110.35		$ 349.00
6 yard bin 2x week		$ 451.74	$ 208.87		$ 660.61
6 yard bin 3x week		$ 677.61	$ 313.31		$ 990.91
6 yard bin 4x week		$ 903.48	$ 417.74		$ 1,321.22
6 yard bin 5x week		$ 1,083.31	$ 500.89		$ 1,584.21
6 yard bin 6x week		$ 1,202.85	$ 556.16		$ 1,759.01
Please add and list all Split-Bin Configurations (Trash/Recycling)					
3 yard bin 1x week		$ 247.40	$ 114.39		$ 361.79
3 yard bin 2x week		$ 460.28	$ 212.82		$ 673.09
3 yard bin 3x week		$ 690.41	$ 319.23		$ 1,009.64
3 yard bin 4x week		$ 920.55	$ 425.64		$ 1,346.19
3 yard bin 5x week		$ 1,088.55	$ 503.31		$ 1,591.86
3 yard bin 6x week		$ 1,247.22	$ 576.68		$ 1,823.90
4 yard bin 1x week		$ 272.32	$ 125.91		$ 398.24
4 yard bin 2x week		$ 510.14	$ 235.87		$ 746.01
4 yard bin 3x week		$ 765.20	$ 353.81		$ 1,119.00
4 yard bin 4x week		$ 1,020.27	$ 471.74		$ 1,492.01
4 yard bin 5x week		$ 1,213.19	$ 560.94		$ 1,774.14
4 yard bin 6x week		$ 1,596.22	$ 738.04		$ 2,334.27
Please add and list all trash compactor configurations					
2 Cubic Yard Refuse Compactor 1X		$ 194.09	$ 135.45		$ 329.54
2 Cubic Yard Refuse Compactor 2X		$ 335.46	$ 234.11		$ 569.56
2 Cubic Yard Refuse Compactor 3X		$ 467.01	$ 325.92		$ 792.94
2 Cubic Yard Refuse Compactor 4X		$ 589.97	$ 411.73		$ 1,001.69
2 Cubic Yard Refuse Compactor 5X		$ 705.49	$ 492.35		$ 1,197.83
2 Cubic Yard Refuse Compactor 6X		$ 832.10	$ 580.71		$ 1,412.81
3 Cubic Yard Refuse Compactor 1X		$ 205.96	$ 143.74		$ 349.70
3 Cubic Yard Refuse Compactor 2X		$ 361.28	$ 252.13		$ 613.41
3 Cubic Yard Refuse Compactor 3X		$ 478.73	$ 334.10		$ 812.82
3 Cubic Yard Refuse Compactor 4X		$ 599.73	$ 418.54		$ 1,018.27
3 Cubic Yard Refuse Compactor 5X		$ 725.01	$ 505.97		$ 1,230.98
3 Cubic Yard Refuse Compactor 6X		$ 863.33	$ 602.51		$ 1,465.84
6 Cubic Yard Refuse Compactor 1X		$ 247.16	$ 172.49		$ 419.64
6 Cubic Yard Refuse Compactor 2X		$ 433.53	$ 302.56		$ 736.09
6 Cubic Yard Refuse Compactor 3X		$ 574.47	$ 400.92		$ 975.39
6 Cubic Yard Refuse Compactor 4X		$ 719.67	$ 502.25		$ 1,221.92
6 Cubic Yard Refuse Compactor 5X		$ 870.01	$ 607.17		$ 1,477.18
6 Cubic Yard Refuse Compactor 6X		$ 1,036.00	$ 723.01		$ 1,759.01

96-gallon 1x week		$ 34.77	$ 16.08		$ 50.85
96-gallon 2x week		$ 63.47	$ 29.35		$ 92.82
96-gallon 3x week		$ 95.21	$ 44.02		$ 139.23
96-gallon 4x week		$ 126.95	$ 58.70		$ 185.64
96-gallon 5x week		$ 147.74	$ 68.31		$ 216.06
96-gallon 6x week		$ 166.90	$ 77.17		$ 244.07
1 yard bin 1x week		$ 73.16	$ 33.83		$ 106.99
1 yard bin 2x week		$ 133.54	$ 61.75		$ 195.29
1 yard bin 3x week		$ 200.31	$ 92.62		$ 292.93
1 yard bin 4x week		$ 267.08	$ 123.49		$ 390.57
1 yard bin 5x week		$ 310.84	$ 143.72		$ 454.56
1 yard bin 6x week		$ 351.14	$ 162.36		$ 513.50
1.5 yard bin 1x week		$ 77.78	$ 35.96		$ 113.75
1.5 yard bin 2x week		$ 142.77	$ 66.01		$ 208.79
1.5 yard bin 3x week		$ 214.16	$ 99.02		$ 313.19
1.5 yard bin 4x week		$ 285.55	$ 132.03		$ 417.58
1.5 yard bin 5x week		$ 333.92	$ 154.40		$ 488.32
1.5 yard bin 6x week		$ 378.84	$ 175.16		$ 554.00
2 yard bin 1x week		$ 82.40	$ 38.10		$ 120.50
2 yard bin 2x week		$ 152.01	$ 70.28		$ 222.29
2 yard bin 3x week		$ 228.01	$ 105.43		$ 333.44
2 yard bin 4x week		$ 304.02	$ 140.57		$ 444.58
2 yard bin 5x week		$ 357.00	$ 165.07		$ 522.07
2 yard bin 6x week		$ 406.54	$ 187.97		$ 594.51
3 yard bin 1x week		$ 91.63	$ 42.37		$ 134.00
3 yard bin 2x week		$ 170.47	$ 78.82		$ 249.29
3 yard bin 3x week		$ 255.71	$ 118.23		$ 373.94
3 yard bin 4x week		$ 340.94	$ 157.64		$ 498.59
3 yard bin 5x week		$ 403.17	$ 186.41		$ 589.58
3 yard bin 6x week		$ 461.93	$ 213.58		$ 675.52
4 yard bin 1x week		$ 100.86	$ 46.64		$ 147.50
4 yard bin 2x week		$ 188.94	$ 87.36		$ 276.30
4 yard bin 3x week		$ 283.41	$ 131.04		$ 414.45
4 yard bin 4x week		$ 377.88	$ 174.72		$ 552.60
4 yard bin 5x week		$ 449.33	$ 207.76		$ 657.09
4 yard bin 6x week		$ 517.33	$ 239.20		$ 756.53
5 yard bin 1x week		n/a			n/a
5 yard bin 2x week		n/a			n/a
5 yard bin 3x week		n/a			n/a
5 yard bin 4x week		n/a			n/a
5 yard bin 5x week		n/a			n/a
5 yard bin 6x week		n/a			n/a
6 yard bin 1x week		$ 119.33	$ 55.17		$ 174.50
6 yard bin 2x week		$ 225.87	$ 104.44		$ 330.30
6 yard bin 3x week		$ 338.80	$ 156.65		$ 495.46
6 yard bin 4x week		$ 451.74	$ 208.87		$ 660.61
6 yard bin 5x week		$ 541.66	$ 250.45		$ 792.10
6 yard bin 6x week		$ 628.12	$ 290.43		$ 918.55
Please add and list all recycling compactor configurations					
2 Cubic Yard RECYCLING Compactor 1X		$ 97.04	$ 67.73		$ 164.77
2 Cubic Yard RECYCLING Compactor 2X		$ 167.73	$ 117.05		$ 284.78
2 Cubic Yard RECYCLING Compactor 3X		$ 233.51	$ 162.96		$ 396.47
2 Cubic Yard RECYCLING Compactor 4X		$ 294.98	$ 205.86		$ 500.85
2 Cubic Yard RECYCLING Compactor 5X		$ 352.74	$ 246.17		$ 598.92
2 Cubic Yard RECYCLING Compactor 6X		$ 416.05	$ 290.36		$ 706.40
3 Cubic Yard RECYCLING Compactor 1X		$ 102.98	$ 71.87		$ 174.85
3 Cubic Yard RECYCLING Compactor 2X		$ 180.64	$ 126.07		$ 306.70
3 Cubic Yard RECYCLING Compactor 3X		$ 239.36	$ 167.05		$ 406.41
3 Cubic Yard RECYCLING Compactor 4X		$ 299.86	$ 209.27		$ 509.13
3 Cubic Yard RECYCLING Compactor 5X		$ 362.50	$ 252.99		$ 615.49
3 Cubic Yard RECYCLING Compactor 6X		$ 431.67	$ 301.25		$ 732.92
6 Cubic Yard RECYCLING Compactor 1X		$ 123.58	$ 86.24		$ 209.82
6 Cubic Yard RECYCLING Compactor 2X		$ 216.77	$ 151.28		$ 368.05
6 Cubic Yard RECYCLING Compactor 3X		$ 287.24	$ 200.46		$ 487.69
6 Cubic Yard RECYCLING Compactor 4X		$ 359.84	$ 251.12		$ 610.96
6 Cubic Yard RECYCLING Compactor 5X		$ 435.00	$ 303.58		$ 738.59
6 Cubic Yard RECYCLING Compactor 6X		$ 518.00	$ 361.50		$ 879.51

96-gallon 1x week		$41.82	$19.34		$61.15
96-gallon 2x week		$52.18	$24.12		$76.30
96-gallon 3x week		$66.81	$30.89		$97.70
96-gallon 4x week		$80.49	$37.22		$117.71
96-gallon 5x week		$94.18	$43.55		$137.73
96-gallon 6x week		$105.29	$48.69		$153.98
1 yard bin 1x week		$59.17	$27.36		$86.53
1 yard bin 2x week		$102.14	$47.23		$149.37
1 yard bin 3x week		$141.77	$65.55		$207.32
1 yard bin 4x week		$180.44	$83.43		$263.87
1 yard bin 5x week		$219.11	$101.31		$320.42
1 yard bin 6x week		$255.21	$118.00		$373.21
1.5 yard bin 1x week		$69.70	$32.22		$101.92
1.5 yard bin 2x week		$123.20	$56.96		$180.16
1.5 yard bin 3x week		$173.35	$80.15		$253.50
1.5 yard bin 4x week		$222.54	$102.90		$325.44
1.5 yard bin 5x week		$271.74	$125.65		$397.39
1.5 yard bin 6x week		$318.37	$147.20		$465.57
2 yard bin 1x week		$94.86	$43.86		$138.72
2 yard bin 2x week		$165.56	$76.55		$242.11
2 yard bin 3x week		$231.25	$106.93		$338.18
2 yard bin 4x week		$295.53	$136.64		$432.17
2 yard bin 5x week		$359.79	$166.36		$526.15
2 yard bin 6x week		$420.22	$194.30		$614.52
3 yard bin 1x week		$141.77	$65.55		$207.32
3 yard bin 2x week		$247.48	$114.43		$361.91
3 yard bin 3x week		$345.74	$159.86		$505.60
3 yard bin 4x week		$441.85	$204.30		$646.15
3 yard bin 5x week		$537.96	$248.74		$786.70
3 yard bin 6x week		$628.34	$290.53		$918.87
4 yard bin 1x week		$188.69	$87.25		$275.94
4 yard bin 2x week		$329.42	$152.31		$481.73
4 yard bin 3x week		$460.21	$212.79		$673.00
4 yard bin 4x week		$588.18	$271.95		$860.13
4 yard bin 5x week		$716.15	$331.12		$1,047.27
4 yard bin 6x week		$836.47	$386.76		$1,223.23
5 yard bin 1x week		n/a			n/a
5 yard bin 2x week		n/a			n/a
5 yard bin 3x week		n/a			n/a
5 yard bin 4x week		n/a			n/a
5 yard bin 5x week		n/a			n/a
5 yard bin 6x week		n/a			n/a
6 yard bin 1x week		$283.55	$131.11		$414.66
6 yard bin 2x week		$494.98	$228.86		$723.84
6 yard bin 3x week		$691.46	$319.71		$1,011.17
6 yard bin 4x week		$883.70	$408.59		$1,292.29
6 yard bin 5x week		$1,076.29	$497.65		$1,573.94
6 yard bin 6x week		$1,257.05	$581.22		$1,838.27

Other Service - Program - Charge

Rate Type	Flat Rate	Service Component	Facility Component		All-Inclusive Rate

Commercial/Other Charges (only listed charges will be allowed)

Rate Type	Flat Fee		All-Inclusive Rate
Contamination-cart*	$ 25.00		$ 25.00
Contamination-bin*	$ 72.33		$ 72.33
Overload-cart	$ 20.84		$ 20.84
Overload-bin	$ 41.67		$ 41.67
Locking Bin (per bin/per mth)	$ 15.50		$ 15.50
Locking Enclosure (Per mth)	$ 15.50		$ 15.50
Gate/Restricted Access (Per mth)	$ 15.50		$ 15.50
Resume Fee/Collection	$ 75.00		$ 75.00
Damaged Cart (negligence)	$ 65.86		$ 65.86

Damaged Bin (negligence)	$ 800.00		$ 800.00
Damaged Lid (negligence)	$ 50.00		$ 50.00
Extra Dump - service day	$ 41.66		$ 41.66
Extra Dump - non service day	$ 41.66		$ 41.66
Sunday Service	$ 25.00		$ 25.00
Bin Cleaning	$ 58.00		$ 58.00
Return Trip Fee	$ 112.00		$ 112.00
Redelivery of Bins (due to non-payment)	$ 83.21		$ 83.21
Bulky Item Pick-up	$ 41.03		$ 41.03
Bulky Item Fee for Additional Items	$ 16.42		$ 16.42
Extra Pick-up	$ 41.66		$ 41.66
Scout Service 1X > 50 ft.	$ 83.81		$ 83.81
Scout Service 2X > 50 ft.	$ 199.69		$ 199.69
Scout Service 3X > 50 ft.	$ 299.54		$ 299.54
Scout Service 4X > 50 ft.	$ 399.39		$ 399.39
Scout Service 5X > 50ft.	$ 499.23		$ 499.23
Scout Service 6X > 50ft.	$ 599.07		$ 599.07
Holiday Tree Pick-Up	$ 25.00		$ 25.00
MFD Bulky Item Pickup - beyond four (4) pickup collection events per year.	$ 40.00	Per event	$ 40.00
Commercial Bulky Item Pickup - per collection event.	$ 40.00	Per event	$ 40.00
Commercial Bulky Item Pickup - per item.	$ 20.00	Per Item	$ 20.00
Bin cleaning bin fee beyond one (1) per per year.	$ 68.00	per event	$ 68.00
Enclosure clean-out fee due to overflowing containers.	$ 80.00	per event	$ 80.00
Commercial return trip fee on scheduled pickup day.	$ 125.00	per event	$ 125.00
Commercial service reinstatement fee after suspension for non-payment	$ 100.00	per event	$ 100.00
Commercial Cart or Bin Exchange beyond once per Agreement Year	$ 75.00	per event	$ 75.00
Late Payment charge for unpaid balance per month after 30 days past due date.	10%	% of monthly balance	10%
Contamination Fee upon third and subsequent occurrence in 12-month period	$ 75.00	per event	$ 75.00
Commercial U-Waste, & E-Waste Collection	$ 40.00	per event	$ 40.00
Emergency Service - 1 Crew & 1 Truck	$ 125.00	per hour	$ 125.00
Container Lock Charge	$ 15.50		$ 15.50
Enclosure Lock Charge	$ 15.50		$ 15.50
Sunday Service - Each Service	$ 75.00		$ 75.00
Valet Service for Carts	$ 6.00		$ 6.00
Additional Daily Charge Over 7 Days	$ 12.87		$ 12.87
Per Pull Dry Run Trip Charge	$ 105.19		$ 105.19
Extra Pickup Fee 2 Yd Front Load	$ 93.70		$ 93.70
Extra Pickup Fee 3 Yd Front Load	$ 103.99		$ 103.99
Extra Pickup Fee 4 Yd Front Load	$ 131.40		$ 131.40
Extra Pickup Fee 6 Yd Front Load	$ 147.97		$ 147.97
Extra Pickup Fee 1.5 Yd Front Load	$ 91.84		$ 91.84

*After 3rd offense only. First and second offense will be warnings.

CR&R INCORPORATED
environmental services

August 24, 2026

Stephen Bise
Director of Public Works
City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92832

Re: RFP 2526-03, Solid Waste Management Services – Final Certification Letter

Dear Mr. Bise,
CR&R Incorporated ("CR&R") appreciates the opportunity to continue its partnership with the City of Fullerton and to participate in the City's procurement process for Solid Waste Management Services under RFP 2526-03. We are pleased to provide this final certification in response to the City's July 15, 2026, correspondence and to reaffirm our commitment to delivering reliable, innovative, and cost-effective solid waste and recycling services to the Fullerton community.

Following a thorough review of our original proposal, subsequent enhancements, and the City's stated needs, CR&R confirms that the services and enhancements previously submitted remain valid. In addition, we are pleased to offer an additional enhancement designed to further support the City's residential and multifamily customers.

Our final certification and responses are provided below for the City's consideration.

Final Proposal Certification

a. All proposed services included in CR&R's original proposal dated November 17, 2025, as well as the enhancements submitted on January 27, 2026, May 5, 2026, and May 27, 2026, remain valid and are reaffirmed as part of CR&R's final proposal.

b. **Additional Enhanced Service – Residential and Multi-Family Bulky Item Collection**
As an additional enhancement, CR&R will continue to provide unlimited bulky-item collection to single-family residences, consistent with the service currently proposed. For multifamily properties, CR&R will provide monthly bulky-item collection during the peak move-in and move-out periods at no additional charge.

These enhancements are intended to provide Fullerton residents and property managers with convenient, responsive, and equitable bulky-item collection services while supporting the City's broader waste diversion and service objectives.

For the City's convenience, we have also included a summary of CR&R's overall proposal enhancements for consideration.

11292 Western Ave.
P. O. Box 125
Stanton, CA 90680
t: 800.826.9677
t: 714.826.9049
f: 714.890.6347

CR&R INCORPORATED
environmental services

Final Pricing Form

CR&R has carefully reviewed the pricing submitted throughout the RFP process and continues to believe that a separate multifamily rate structure, distinct from commercial rates, may provide a more appropriate and equitable approach for the City and its multifamily customers.

At the same time, CR&R recognizes that the rates included in our proposal are already highly competitive and were developed based upon the operational assumptions and data provided by the City during the RFP process. These assumptions included, among other factors, the number of trucks, drivers, containers, and projected tonnage required to provide the proposed services. Those underlying cost considerations remain unchanged.

The proposed multifamily rates would encompass trash, recycling, and organics collection services. Should the City wish to further evaluate this alternative, CR&R would be pleased to develop and present various rate scenarios for the City's review and consideration.

CR&R has made no additional changes to the submitted pricing form at this point in time.

CR&R remains fully committed to serving the City of Fullerton with high-quality, dependable, and cost-effective solid waste and recycling services. We believe the enhancements presented through this process reflect our continued commitment to service excellence, innovation, environmental stewardship, and value for Fullerton's residents and ratepayers.

Sincerely,

Julie Barreda
Senior Vice President

Cc: Michelle Duron

11292 Western Ave.
P. O. Box 125
Stanton, CA 90680

t: 800.826.9677
t: 714.826.9049
f: 714.890.6347

CR&R INCORPORATED
environmental services

August 24, 2026

Stephen Bise
Director of Public Works
City of Fullerton
303 West Commonwealth Avenue
Fullerton, CA 92832

Re: **RFP 2526-03, Solid Waste Management Services – SB 1383 Compliance Certification Letter**

Dear Mr. Bise,
Per your request, please see our response to your email dated July 15, 2026:

SB 1383 Compliance Certification Commitment:

- Will the potential delay affect your ability to have all required new collection vehicles operational by July 1, 2027?
  New vehicles will be ordered the day following City Council approval. CR&R is confident that we will have all vehicles in place by July 1, 2027. However, if we do experience delays, CR&R will use existing fleet to serve the City of Fullerton if needed.
- Will the potential delay affect your ability to have all required containers delivered and in service by July 1, 2027?
  No, CR&R will have all carts and bins available for the July 1st start date.
- Will the potential delay affect your ability to fully implement all required SB 1383 collection programs by July 1, 2027?
  No, CR&R's Sustainability Team will visit all multi-family and commercial accounts by December 31, 2026 to determine services required for each customer for SB 1383 compliance. After the first of the year, CR&R will visit each customer to explain their new services, right-sizing opportunities, and cost saving initiatives by adding recycling programs.

Updated Transition and Service Implementation Plan

Please see our attached updated timeline for your review.

If you need any additional information or clarification, please let us know.

Sincerely,

Julie Barreda
Senior Vice President

Cc: Michelle Duron

11292 Western Ave.
P. O. Box 125
Stanton, CA 90680

t: 800.826.9677
t: 714.826.9049
f: 714.890.6347





Why Select CR&R?

We are thrilled at the opportunity to bring our sustainability leadership and unparalleled community service to the City of Fullerton. CR&R is a local, family-owned corporation and has been a premier provider of solid waste management services for **over 60 years.** Our organization carries a strong recognized commitment to community service, proven ability to exceed CalRecycle program requirements, an operator of world-class recycling and organics processing infrastructure, and an industry leading environmental solutions provider.

- One of the largest privately held solid waste management companies in California
- Serve 18 municipalities in Orange County – over half of the County
- Corporate office in Stanton, conveniently located near Fullerton – our Executive Offices, Operations Yard, and Call Center, which is less than 10 miles

What Fullerton Receives with CR&R:

Navigating Change – Extensive Service Transition Experience

- CR&R is ready and committed to placing our decades of transition experience to work in the City of Fullerton.
- Through our extensive experience, we effectively manage transitions through careful planning, communication, proactive outreach, community meetings, and extensive collaboration.

Commitment to Regulatory Compliance and Diversion

- Our commitment to landfill diversion led to the establishment of the largest, dedicated team of more than twenty-five (25) Sustainability Specialists in Orange County.
- Three (3) Sustainability Specialists will be dedicated to Fullerton to focus on public education, customer service, and community outreach.
- Our goal is to provide the City with a 100% compliant roll-out to all commercial customers from **day one!**



CR&R Anaerobic Digestion Facility – Circular Solution Provider for Procurement

- Our state-of-the-art facility converts organic waste into high-grade soil amendment used for farming and landscaping. Methane gas is captured during the anaerobic digestion process and converted into clean renewable natural gas (RNG) and used to power our fleet. Of the three remaining proposers, CR&R is the only service provider with anaerobic digestion capabilities.
- RNG fuel produced from our anaerobic digestion facility qualifies as a recovered organic waste product and meets the SB 1383 procurement requirement. CR&R is the only company that can provide Fullerton with RNG credit. CR&R will supplement the remaining CalRecycle Procurement Target requirement to ensure the City is 100% compliant at no additional cost.



Union Service Provider – Compliance with Assembly Bill 1669

- Committed to hiring prior-contractor employees. We value the wealth of knowledge and experience the professionals currently working in the City of Fullerton would bring to our team.
- CR&R drivers and the current contractor belong to the same union (Teamsters 396), providing a seamless transition and ensuring adherence to AB 1669 requirements in employment offers.

Enhanced Services and Programs in Addition to the RFP Requirements

Residential and Multi-Family Bulky Item Pick-Up

- CR&R will provide "unlimited" bulky item collection to single family homes.
- Monthly bulky item collection for Multi-Family properties during the heavy move in and move out periods at no additional charge.

Free Additional Recycling Cart for Residential Customers



- CR&R will provide one (1) additional recycling cart for free, to each single-family residential customer to support landfill diversion and natural resource conservation.

Residential Household Hazardous Waste (HHW) Curbside Collection Program

- Annual HHW collection event to alleviate the accumulation of HHW in homes.
- Additional free quarterly HHW curbside collection for all Fullerton single-family residential customers.

At Home Sharps Collection Program



- Safe and convenient option to safely dispose of needles or other sharps from medical needs.
- Free quarterly containers for Fullerton residential and multi-family customers to safely collect household sharps via a mail-back program.

Expanded Compost Give-aways

- "Drive-Thru" compost giveaway event hosted once per year.
- Available option of compost delivery - 4 bags of compost delivered to a single-family residence by request, once per year at no additional cost.

In-Home Kitchen Pails



- Free in-home organic collection pails for food scraps available by request to any Fullerton residential single-family or multi-family resident.

Downtown District Beautification Program

- $200,000 beautification program for the refurbishment of the Downtown District enclosures including new epoxy flooring that will complement the required steam cleaning.
- Custom enclosure signage and outreach materials will be provided to each participating commercial customer to ensure proper source separation of recyclable materials.



Road Improvement Contribution

- Upfront $4,000,000 payment to assist with street repairs caused by collection vehicles at no cost to the City, residents, or businesses.

Academic Scholarships and Internships

- To promote education and environmental stewardship, CR&R will provide:
  - One (1) $1,000 scholarship per Fall and Spring semester for Fullerton Junior College students.
  - One (1) $4,000 scholarship per Fall and Spring semester for California State University Fullerton students.
  - **Total annual $10,000 scholarship commitment provided throughout the duration of the Franchise Agreement**.
- CR&R will offer one (1) paid internship for academic credits, each semester throughout the term of the contract for students to gain a strong understanding and professional experience within our Sustainability Department.

Community Sponsorship

- CR&R's commitment to community service is unmatched and we fully support each of our partner cities' efforts to foster and champion local organizations.
- CR&R is honored to offer financial support in the amount of **$25,000 each quarter, for use by City Council** as grants to support community initiatives and local organizations.

Olyns Cube – Reverse CRV Recycling Vending Machine



- Access to California Redemption Container (CRV) sites can vary in cities. Olyns Reverse Vending Cubes offer a unique path for residents to get container redemptions for recycling plastic/glass bottles and aluminum cans.
- CR&R will sponsor the installation and operation of **two (2) Olyns Cubes**, at a City selected location, to be accessible to residents of the City of Fullerton.
- Residents simply download the Olyns App and deposit recyclable containers into the Cube. The rebate for your recyclables goes into your Olyns account and is available for redemption via PayPal.

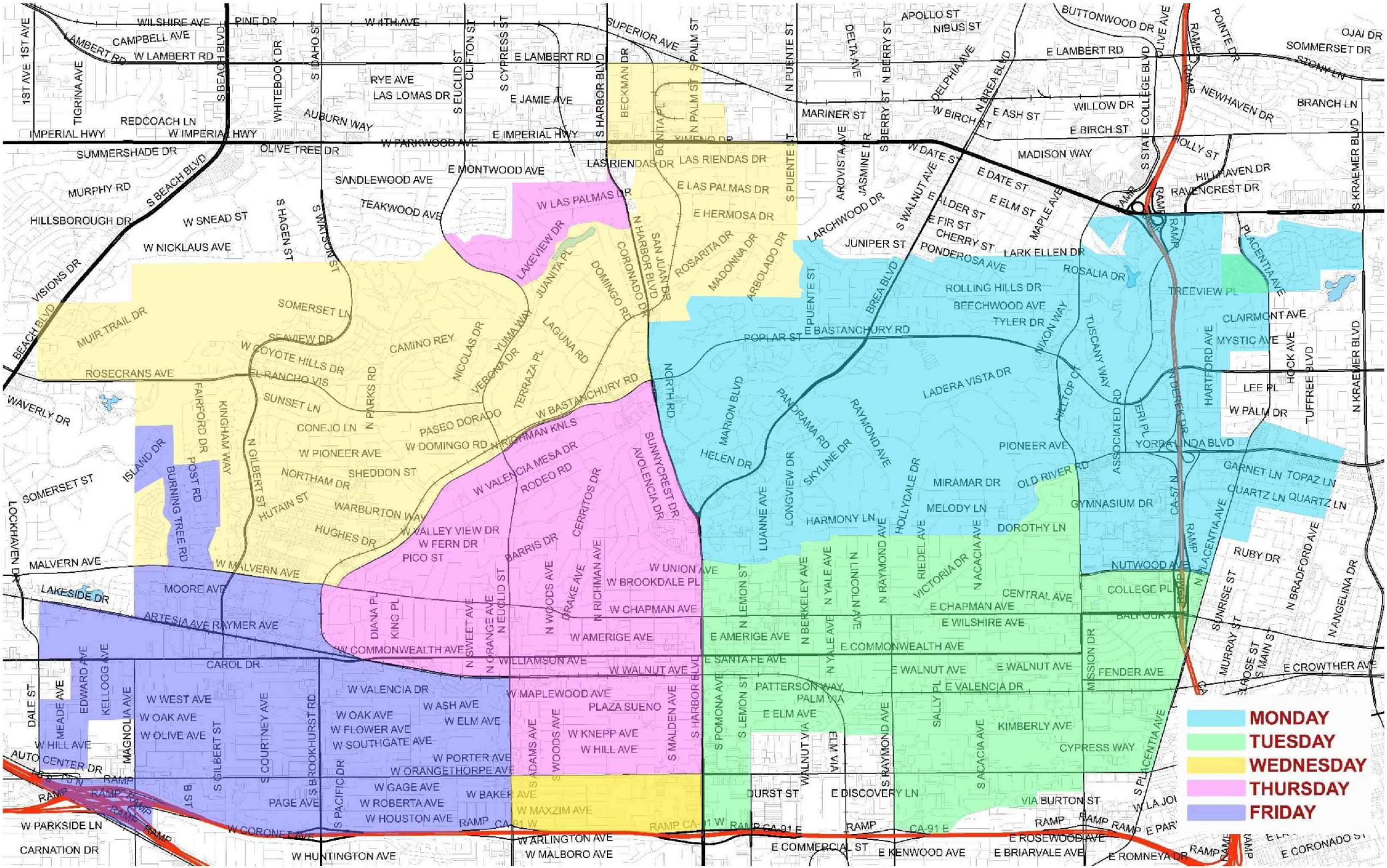
Implementation Activity	Month	Oct 2026				Nov 2026					Dec 2026			
	Week	1	2	3	4	1	2	3	4	5	1	2	3	4
Bi-Weekly Meetings with City														
Negotiate Existing Bin Purchase with Incumbent														
Develop/finalize transitional outreach/education plan														
Order Carts and Bins														
Order RNG-Fueled Vehicles														
Develop cart and bin decal graphics														
City Review/Approvals cart and bin decal graphics														
Order Bin Decals														

Implementation Activity	Month	Jan 2027				Feb 2027					Mar 2027			
	Week	1	2	3	4	1	2	3	4	5	1	2	3	4
Bi-Weekly Meetings with City														
Develop city-specific website														
Preliminary review of existing customer database														
Customer database updated with route identifiers														
Work with Local Postmaster on Residential Mailing List														

Implementation Activity	Month	April 2027				May 2027					June 2027			
	Week	1	2	3	4	1	2	3	4	5	1	2	3	4
1st Direct Billing Public Outreach Mailing Prepared														
Anticipated Start of Delivery of New Carts														
Collection schedules reviewed and finalized														

Implementation Activity (Continued)	Month	**April 2027**				**May 2027**					**June 2027**			
	Week	1	2	3	4	1	2	3	4	5	1	2	3	4
Safety program customized for Fullerton														
Commercial field surveys														
Submit Direct Billing Webpages for City Website														
Social Media Calendar Developed														
Implementation of Social Media Plan														
Direct Billing Public Outreach Mail Piece Sent														
Additional Call Center Personal Allocated for Transition														
Continued Implementation of Social Media Plan														
2nd Direct Billing Public Outreach Mailing Prepared														
2nd Direct Billing Public Outreach Mail Piece Sent														
Painting and Labeling of New Collection Vehicles														
Licensing of New Collection Vehicles														
AB 1669 Hiring Process														
Hiring of Sustainability Specialists														
Hiring of Other Key Personnel														
Driver Safety Training														
Training of Customer Service Team														
Development of Billing Forms														
Development of Customer Service forms														
Additional Call Center Personal Allocated for Transition														

Contract Commencement Activity	Month	July 2027				Aug 2027					Sept 2027			
	Week	1	2	3	4	1	2	3	4	5	1	2	3	4
Bi-Weekly Meetings with City														
Responding to Customer Questions														
Additional Call Center Personal Allocated for Transition														
Troubleshooting														
Submit News Articles for City Approval														
Audit of Residential Services and Billing														
Submit Draft HOA/Property Managers Notice for City Approval														
Submit a corrective action notice for City Approval														
Submit Edible Food Donation Brochure for Tier 1 and Tier 2 Generators for City Approval														


MONDAY
TUESDAY
WEDNESDAY
THURSDAY
FRIDAY

REPUBLIC SERVICES

Sustainability in Action

City of Fullerton

Recycling & Waste Services

Republic Services' Best & Final Offer Letter

September 1, 2026



Dear City of Fullerton RFP Selection Committee,

On behalf of Republic Services (Republic), we would like to sincerely thank the Fullerton City Council, staff and selection committee for the opportunity to submit our best and final offer for the City of Fullerton's solid waste and recycling services franchise.

Republic Services is proud to deliver exceptional value, enhanced services and seamless transition while advancing the city's long-term objectives. We're open to collaborating with the city on reasonable refinements while maintaining the economic value outlined.

We remain committed to our long-standing partnership with the City of Fullerton.

Respectfully submitted,

Vince Sanudo

Vince Sanudo
Executive Area President
Republic Services

David Hamblin

David Hamblin
Executive Vice President
Republic Services

FINAL PROPOSAL CERTIFICATION LETTER

Republic Services confirms that all services and enhancements in our most recent proposal remain fully committed as submitted, with no reductions, except where expressly enhanced herein.

REPUBLIC SERVICES' BEST & FINAL OFFER LETTER

The following represents enhancements, value-added commitments and changes made to Republic's previous proposal submitted May 5, 2026:

- **$4.25M investment in Fullerton's roads and infrastructure; and city cost recovery:** Republic, at the direction of Fullerton City Council, has removed the $10 million Community Enhancement Contribution payment and replaced it with a $4.25 million road and infrastructure investment upon contract execution to support community infrastructure projects and public facility improvements.

  The agreement includes $75,000 for direct RFP-related expenses. Any direct RFP expenses exceeding $75,000 will be reimbursed from the $4.25 million road and infrastructure investment.

- **Commercial and multi-family reduced to $256.67:** Republic has significantly lowered rates for commercial and multi-family customers across all service levels. Our 3-yard (1x/week) rate is now $256.67, a reduction of more than 26% from our previous proposal, delivering substantial savings to businesses, multi-family sites and HOAs.

- **Removal of the additional 1.25% annual escalator and replacement of GTCI with CPI-U:** The supplemental 1.25% annual escalator previously applied in Years 3-5 has been eliminated. The annual rate adjustment mechanism has been changed from GTCI to CPI-U for all future rate increases.

- **Immediate SB 1383 compliance with no implementation risk:** All three-cart residential customers will receive day-one organics recycling service. We will immediately begin the rollout to the remaining residential customers. Full commercial organics collection will begin within six weeks of contract execution and the full compliance reached within 6 months, helping Fullerton achieve compliance quickly and seamlessly.

- **Advanced collection fleet:** Republic will invest in a modernized fleet, replacing 22 dedicated collection vehicles by July 2027. All trucks will be fewer than three years old, ensuring an average fleet age of less than two years at contract commencement. With the phased deployment of advanced electric collection vehicles, Fullerton will benefit from safer, more reliable service and one of the newest and most sustainable fleets in Orange County.

REPUBLIC SERVICES PROPOSAL SUMMARY

RATES			
Residential	**Senior**	**Commercial**	**Downtown**
$30.42	$18.68	$256.67	$165.64

FINANCIAL COMMITMENT

- One-Time Road and Infrastructure Enhancement Payment: $4,250,000
- Additional Value-Add Contribution and Events: $2,400,000
- City Fee Commitment (RFP requested annual adjustment by CPI): $37,050,000
- Services and Events: $2,605,000
- Full reimbursement of all direct RFP-related expenses paid by the city
- Franchise Fees: 10% of Gross Revenue

Republic Services' Total Commitment: $46,305,000 plus 10% Franchise Fee

TOTAL VALUE ADDED AND ADDITIONAL ENHANCEMENTS

Financial Value & Community Investment

- Multi-family and commercial rates reduced by 26 percent, delivering meaningful savings for businesses, multi-family sites and HOAs.
- $4.25 million road and infrastructure contribution payable upon execution of the franchise agreement.
- The agreement includes $75,000 for direct RFP-related expenses. Any direct RFP expenses exceeding $75,000 will be reimbursed from the $4.25 million road and infrastructure investment.
- Removal of the additional 1.25% annual escalator in Years 3-5 and transition from GTCI to CPI-U for all future annual rate adjustments.
- Ten-year financial commitment of $46.305 million, plus a 10% franchise fee on gross revenue.
- Annual city fee commitments of $1.55 million for NPDES, $155,000 for billing, and $2 million for legislative compliance.
- $215,000 annually in community sponsorships and $25,000 annually in in-kind support for Fullerton-based organizations.

Downtown Fullerton Revitalization

- Lead a comprehensive Downtown Fullerton revitalization initiative*, including enclosure cleaning and maintenance, tenant verification and modernization of billing practices to ensure equitable service charges.

  **This complex process has already begun.*
- Immediately implementable Downtown District program across Blocks 1-6 featuring fixed-rate consistency, seven-day service and simplified administration.
- Enhanced downtown cleanliness, diversion, public-health protection and compliance through optimized routes and expanded organics and recycling services.
- Data-driven service allocation, right-sized containers, flexible service frequencies and three standardized downtown customer categories.
- Annual service and event support of $200,000 for HHW/sharps, $18,000 for compost and shredding events, and $42,500 for downtown cleaning.

SB 1383 Compliance & Environmental Leadership

- Day-one SB 1383 compliance for three-cart residents and multi-family customers, including food-scrap collection in organics carts.
- Commercial implementation begins in week two with education, monitoring and reporting services rapidly expanding to achieve full city compliance within six months.
- Guaranteed SB 1383 performance, reducing the city's exposure to fines, penalties, enforcement actions and corrective-action requirements.
- Three dedicated Sustainability Specialists supporting public education, customer service and ongoing recycling program maintenance.

Fleet Modernization & Operational Readiness

- Replacement of 22 dedicated Fullerton collection vehicles by July 2027, with no vehicle older than three years and an average fleet age under two years at contract commencement.
- Phased introduction of advanced electric collection vehicles to improve safety, route reliability, emissions performance and sustainability.
- Republic confirms July 1, 2027, readiness for vehicles, containers, and all required SB 1383 programs, regardless of award timing.
- Immediate deployment of proven collection, education, monitoring, documentation, and reporting systems aligned with CalRecycle requirements.

Service Reliability & Long-Term Security

- Free, unlimited on-call bulky-item collection for single-family and multi-family residents, completed within seven days of request.
- 99.9% current Fullerton service reliability, supported by industry-leading infrastructure and long-term disposal capacity.
- Local processing of all material streams at Republic's Anaheim Recycling Center, ensuring reliable and compliant services.
- Evergreen access to Republic-owned disposal facilities, providing long-term capacity and reducing dependence on regional landfill availability.

Local Workforce & Proven, Collaborative Partnership

- 59 experienced union employees dedicated to supporting Fullerton, preserving local jobs, route knowledge, institutional continuity and minimizing transition risk.
- Flexibility to negotiate an alternative structure that preserves the city's objectives while maintaining the proposal's overall economic value.
- No service transition required. Selecting Republic avoids the costs, uncertainty and disruptions that accompany a change in providers, ensuring uninterrupted services and a proven operating model for residents, businesses and city staff.

UNION AFFILIATION

Republic Services supports a unionized workforce through its decades-long affiliation with Teamsters Local 396. All collection and recycling services are performed by union members throughout the contract term, with 59 experienced employees directly supporting Fullerton.

OVERALL EVALUATION

Republic Services provides a comprehensive, low-risk proposal that combines competitive rates, a $4.25 million road and infrastructure investment, SB 1383 compliance within 6 months, extensive annual community and city support, a modernized fleet, secure local processing and disposal capacity, and an experienced union workforce. Its 99.9% current service reliability, incumbent knowledge, dedicated Sustainability Specialists, unlimited bulky-item service, fixed-rate downtown program, and $46.305 million ten-year commitment all position Republic as a highly qualified, high-value partner capable of delivering seamless continuity and sustained excellence for Fullerton.

SENATE BILL 1383 (SB 1383) COMPLIANCE CERTIFICATION LETTER

- Will the potential delay affect your ability to have all required new collection vehicles operational by July 1, 2027? *Republic Response: No, it will not.*
- Will the potential delay affect your ability to have all required containers delivered and in service by July 1, 2027? *Republic Response: No, it will not.*
- Will the potential delay affect your ability to fully implement all required SB 1383 collection programs by July 1, 2027? *Republic Response: No, it will not.*

BEST & FINAL OFFER LETTER – ATTACHMENTS

- Attachment A: SB 1383 Rollout Timeline
- Attachment B: Best and Final Pricing (City Requested Form)
- Attachment C: One Sheets

ATTACHMENT A: REPUBLIC SERVICES' SB 1383 ROLLOUT TIMELINE

Republic Services (Republic) provides the City of Fullerton with the fastest, lowest risk, and most reliable path to full SB 1383 compliance. As the city's current exclusive franchised recycling, waste and organics service provider, Republic will diligently perform all SB 1383-related services required under the Franchise Agreement using proven industry-best practices and extensive experience implementing SB 1383 programs throughout California. The SB 1383 implementation timeline can be revised to begin on October 1, 2026, or upon execution of the new agreement. As the current trash hauler for the City of Fullerton, Republic will use the existing route maps already on file with the city.

Republic Services' proposed SB 1383 plan includes:

- Residential SB 1383 compliance begins immediately upon contract execution.
- Commercial customer assessments for customized service solutions begin in week two with deployment of Republic staff.
- Full compliance with SB 1383 requirements within six (6) months of contract execution, significantly accelerating the city's compliance timeline.
- Immediate deployment of proven collection, monitoring, education and reporting systems already successfully operating in comparable jurisdictions.
- Phased rollout across residential, commercial, multi-family and HOA sectors to ensure orderly, measurable compliance.
- Full alignment with CalRecycle compliance standards, including documentation, monitoring and reporting requirements.
- Guaranteed delivery of assigned SB 1383 services, including collection programs, educational outreach, monitoring and reporting, in a professional, timely and commercially reasonable manner.
- Reduced regulatory exposure, minimizing the city's risk of fines, penalties and enforcement actions.

This SB 1383 plan represents Republic's proposed compliance framework and will be finalized in close coordination with Fullerton staff. Republic will work collaboratively with the city to refine the program design, implementation schedules, education strategies and reporting protocols to ensure full alignment with city goals, operational priorities and CalRecycle expectations.

Republic affirms its commitment to supporting the city's SB 1383 compliance framework through a scalable, proven approach that ensures both immediate and long-term regulatory compliance for Fullerton.

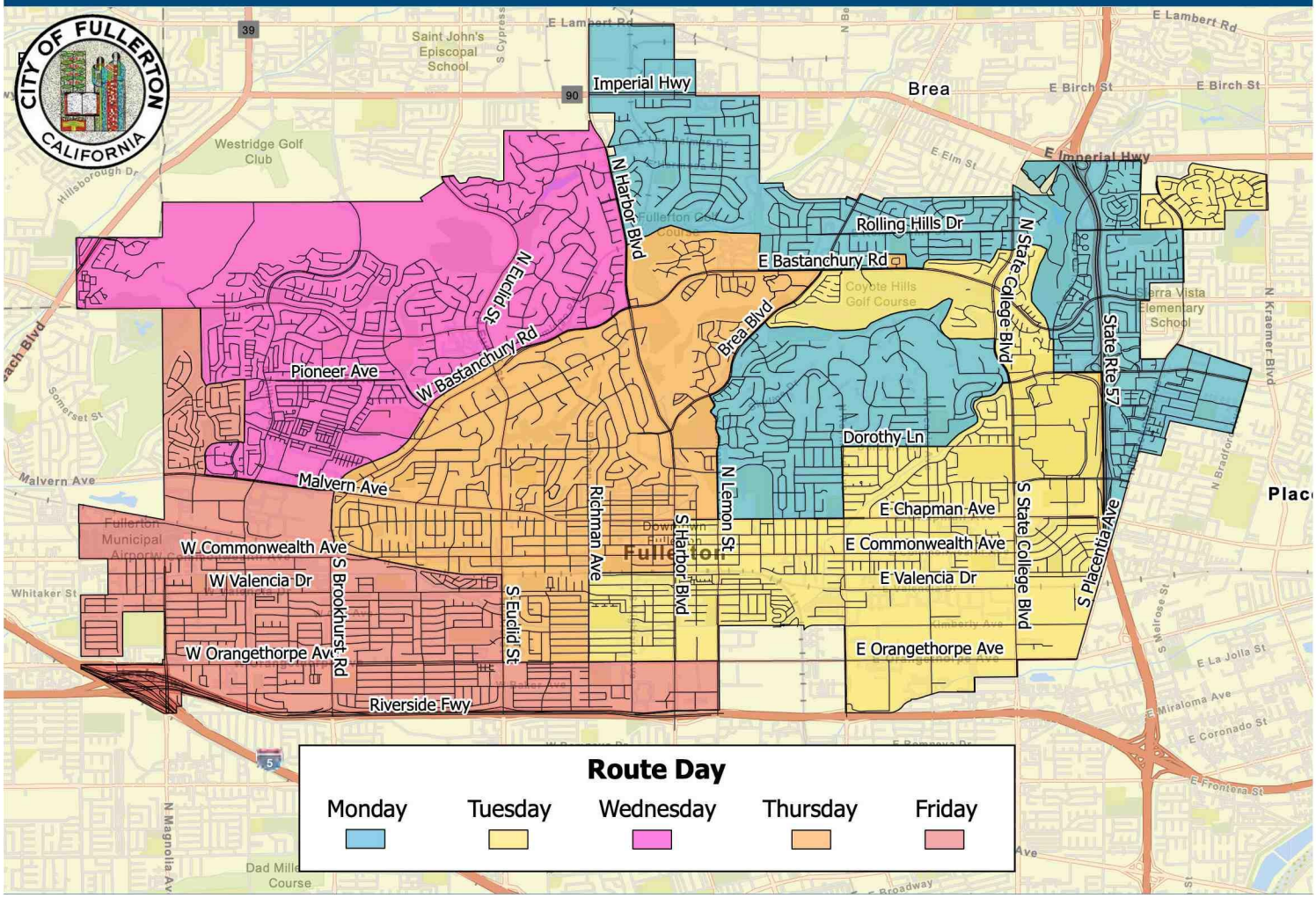
REPUBLIC SERVICES SB 1383 PROPOSED TIMELINE		
Activity	**Phase**	**Segment**
Week 0: TBD		
Contract execution and program launch	Program Launch	Residential
Week 1: November 1-7		
SB 1383 subscription compliance reporting to city	Account/Compliance Review	Residential Multi-Family Commercial
Equipment orders and container procurement	Infrastructure Ordering	Residential
Additional cart billing setup	Implementation	Residential
Develop welcome packet, service guide and cart labels	Outreach Development	Residential Multi-Family Commercial
City review and approval of welcome packet	City Review	Multi-Family Commercial
Account setup and billing configuration	Implementation	Multi-Family Commercial
Week 2: November 8-14		
City review and approval of welcome packet	City Review	Residential
Training and customer education	Account/Compliance Review	Residential
Site monitoring as needed	Account/Compliance Review	Residential
Assessments and SB 1383 service level reviews	Account/Compliance Review	Multi-Family Commercial
Site monitoring and container evaluations	Account/Compliance Review	Multi-Family Commercial
Equipment orders and container procurement	Infrastructure Ordering	Multi-Family Commercial

Activity	Phase	Segment
Week 3: November 15-21		
Print and mail outreach packets	Implementation	Residential Multi-Family Commercial
Week 4: November 22-28		
Organic cart deliveries (~200/day)	Implementation	Residential
Additional cart billing	Implementation	Residential
Mailer newsletter	Follow-Up Outreach	Residential Multi-Family Commercial
Container deliveries and service implementation	Implementation	Multi-Family Commercial
Service activation and billing updates	Implementation	Multi-Family Commercial
Week 5: November 29-December 5		
SB 1383 compliance achieved	Implementation	Residential Multi-Family Commercial
Week 6: December 6-12		
Conduct site visits and distribute updated educational materials	Follow-Up Outreach	Multi-Family Commercial
Week 7: December 13-19		
Commence monthly compliance reporting, workshops and events	Follow-Up Outreach	Residential
Commence monthly compliance reporting, workshops, and events with roll out	Follow-Up Outreach	Multi-Family Commercial

Activity	Phase	Segment
Week 10: January 3-9		
Conduct contamination monitoring and route audits	Ongoing Compliance	Multi-Family
Conduct SB 1383 route reviews / waste characterization studies (through Week 21)	Ongoing Compliance / Annual	Multi-Family
Follow-up inspections and contamination monitoring	Ongoing Compliance	Commercial
Week 12: January 17-23		
Follow-up assessments of multi-family properties	Ongoing Compliance	Multi-Family
Targeted outreach to non-compliant businesses	Ongoing Compliance	Commercial
Week 13-21: January 24-March 28		
Conduct SB 1383 Route Reviews/Waste Characterization Studies	Annual Compliance	Commercial
Week 14: January 31-Feburary 6		
Additional education and outreach to non-compliant properties	Ongoing Compliance	Multi-Family Commercial
Week 16: February 14-20		
Compliance reporting, SB 1383 waiver referrals and performance review with city	Ongoing Compliance	Multi-Family Commercial
Week 18: February 28-March 6		
Community workshops and stakeholder engagement events	Ongoing Outreach	Multi-Family
Business workshops and stakeholder engagement events	Ongoing Outreach	Commercial

Activity	Phase	Segment
Week 19-26: March 8-April 25		
Food recovery generator education and outreach (tier 1 and 2)	Food Recovery	Multi-Family Commercial
Week 20: March 14-20		
Site visits and container right-sizing adjustments	Ongoing Compliance	Multi-Family
Route audits and container right-sizing adjustments	Ongoing Compliance	Commercial
Week 22: March 28-April 3		
Targeted follow-up outreach and educational newsletter	Ongoing Outreach	Multi-Family
Targeted follow-up outreach and mailer newsletter	Ongoing Outreach	Commercial
Week 23: April 5-May 31		
Food recovery inspections and compliance support	Food Recovery	Multi-Family Commercial
Week 24: April 11-April 17		
Citywide contamination monitoring and reporting	Contamination Reduction	Multi-Family Commercial
Week 26: April 25-May 1		
Annual SB 1383 compliance summary report to city	Reporting	Multi-Family Commercial

FULLERTON, CA RESIDENTIAL TRASH PICK-UP SCHEDULE



EVENTS / ONGOING SB 1383 OUTREACH

March | Community Yard Sale; Compost Giveaway

April | CSUF Earth Day; Night Market; Love Fullerton; OC United Donation Roll Of

May | Community Yard Sale; Night Market

June | Airport Day; Night Market

July | 4th of July Celebration; Night Market

August | NNO Fullerton; Community Yard Sale; National Night Out; Night Market

September | Night Market

October | OC United Fullerton Clean Up Event; OktoBOOfest Downtown; Community Yard Sale

December | Tree Lighting; ROAR Cultural Festival; First Night

ATTACHMENT B: BEST AND FINAL PRICING (CITY REQUESTED RATE SHEET)

Please find this document submitted as an Excel file along with this document using the city's requested form.

ATTACHMENT C: ONE SHEETS

To accompany our best and final offer, we've included seven one sheets which address common questions and concerns. These were previously shared at Fullerton community events, providing reference and additional information.

- Republic Services is Fullerton's Proven Partner
- Fleet Modernization
- Special Services
- Workforce Stability
- No Transition Risk
- Senate Bill 1383
- Infrastructure & Technology

REPUBLIC SERVICES

Republic Services is Fullerton's Proven Partner

Republic Services has provided local municipal service to the City of Fullerton and within Orange County for more than 70 years. As a leader in sustainability, we'd like the opportunity to continue to invest in Fullerton's future and partner to create a more sustainable world.



Reasons to Choose Republic Services:

BEST VALUE

Established systems and facilities minimize implementation costs and operational uncertainty, allowing us to deliver immediate results to the residents and businesses of Fullerton.

NO TRANSITION RISK

Continuing with Republic Services guarantees service continuity — from local workforce and support teams to carts, routes and collection days. Fullerton residents avoid the costs, disruptions and implementation risks associated with changing providers.

SB 1383 READY

We will begin customer outreach, education, service assessments and organics implementation immediately upon contract execution, achieving citywide deployment within six months.

ENVIRONMENTAL LEADERSHIP

Proven success implementing recycling, organics diversion, contamination reduction and sustainability programs, including helping jurisdictions meet California regulatory requirements, make us a good match for Fullerton's sustainability goals.

LOCAL WORKFORCE & LOCAL KNOWLEDGE

More than 30 team members live and work within Fullerton, which provides stability, continuity and exceptional customer service with local knowledge and support.

INFRASTRUCTURE ADJACENT TO THE CITY

Our transfer, recycling and organics processing infrastructure has immediate capacity and operational availability, with each located within a mile of Fullerton.

Thank you for your continued business.

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REPUBLIC SERVICES

Fleet Modernization

Fullerton will be served by one of the newest collection fleets in Orange County.

Upon contract renewal, we will deploy eight new collection vehicles and 13 additional vehicles that are three years old or newer. Any remaining vehicles will be replaced within the first three years of service.



RELIABLE SERVICE AND ENHANCED SAFETY

A newer fleet helps reduce downtime and supports consistent, reliable services. Our vehicles are equipped with advanced safety technology, including blind-spot monitoring, high-definition camera systems and driver-assistance features designed to help protect employees and your community.

2 Years Old
Average age of fleet

<3 Years Old
Every truck in fleet

22 New Trucks
including some electric vehicles

INVESTING IN CLEANER OPERATIONS

Republic Services is a leader in fleet innovation, operation electric collection vehicles and low-emission renewable natural gas vehicles. These investments help reduce emissions, lower noise levels and support a cleaner community. Compared with diesel vehicles, electric collection trucks can reduce emissions by up to 85%.

Republic Services operates the largest electric collection fleet in North America and has made the industry's largest commitment to fleet electrification.

Electric collection vehicles are well-suited for residential services because they

- Travel relatively short distances
- Make frequent stops throughout the day
- Return to a facility each night for charging

A NEWER FLEET FOR FULLERTON

Fullerton benefits from a newer, safer and more sustainable fleet backed by planned vehicle replacements, proven operational expertise, delivering dependable service and supporting the city's long-term goals.

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Special Services

Republic Services contract includes services that keep Fullerton clean, support residents and provide additional resources for city operations and community events.













INCLUDED SERVICES:

- Free, unlimited on-call bulk item collection for residential and multi-family customers
- Downtown Fullerton cleaning support
- Annual steam cleaning of city-owned waste enclosures
- Community cleanup events
- Illegal dumping and hotspot cleanup sweeps
- Abandoned bulk item collection from the City Yard
- Walk-out service for qualifying residents
- Household hazardous waste collection events
- Community compost distribution events
- Secure paper shredding events
- Complimentary collection services for city facilities
- Support for city-sponsored events

Because our team already knows the community, we can continue delivering reliable service and specialized support without the learning curve of a new provider.

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REPUBLIC SERVICES

Workforce Stability

Our people are our greatest strength.

For more than 70 years, our drivers, customer service representatives and operations teams have served Fullerton, building deep knowledge of the community and its unique service needs.













LOCAL TEAM

More than 30 of our team members live in Fullerton and serve the neighborhoods they call home. Our team knows the city's routes, traffic patterns, alleyways, business districts, multifamily properties and customer expectations. This local knowledge helps us operate efficiently, resolve issues quickly and deliver reliable service every day.

UNINTERRUPTED SERVICE

Changing service providers creates unnecessary transition risk. While equipment and routes can be transferred, decades of community knowledge cannot. A new provider would need time to recruit, train and familiarize employees with Fullerton's service environment, increasing the potential for service disruptions, missed collections, customer complaints and added demands on city staff.

By selecting Republic Services, Fullerton retains the team that already knows the community and is ready to deliver uninterrupted service on day one. With a fully union workforce, decades of local experience and a proven track record, we offer the stability, reliability and operational continuity Fullerton residents and businesses depend on.

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REPUBLIC SERVICES

No Transition Risk

Changing service provides is more than a contract change – it is a citywide operational transition that affects residents, businesses and city staff. By continuing with Republic Services, Fullerton avoids the disruptions often associated with changing providers.





NO LEARNING CURVE

Our team already knows Fullerton's neighborhoods, alley collections, business districts, multi-family properties, traffic patterns and service requirements. That local knowledge has been built over decades and helps us deliver reliable, efficient services every day.



REDUCED OPERATIONAL RISK

A new provider would need to distribute thousands of carts and containers, establish new routes and train employees on Fullerton's unique service environment. These transitions can increase customer calls, service adjustments and operational challenges as new systems and personnel are put in place.



STABILITY YOU CAN COUNT ON

With Republic Services, residents and businesses keep the service they know and trust, while the city benefits from workforce continuity, operational stability and experience.

There's no transition period, no startup delays and no learning curve — just uninterrupted service from day one.

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REPUBLIC SERVICES

Senate Bill 1383

Republic Services offers Fullerton the fastest, lowest-risk path to SB 1383 compliance.

As Fullerton's current service provider, we can build on the collection routes, processing infrastructure, customer education programs and compliance systems already serving the community.



IMMEDIATE COMPLIANCE

Residents can begin recycling food scraps in their organics carts at start-of-contract, supporting immediate progress toward SB 1383 compliance. We already support SB 1383 implementation and compliance programs across California and serve communities throughout Orange County, bringing established processes and local experience to Fullerton.

EXISTING INFRASTRUCTURE

Our collection network, processing facilities, customer support systems, education programs and compliance resources are already in place, eliminating the need to build new programs from the ground up. With proven local experience, we can give the city a proven framework for meeting regulator requirements.

ENVIRONMENTAL LEADERSHIP

By leveraging existing drivers, routes, facilities, equipment and customer relationships, Fullerton can avoid the delays and operational challenges often associated with service transitions.

Republic Services can begin customer outreach, service assessments and organics program implementation immediately after contract execution, with citywide service available within approximately six, which is a full six months before most other companies.

PARTNERSHIP-FOCUSED APPROACH

We will work closely with city staff to align implementation, outreach and reporting efforts with Fullerton's goals and compliance requirements.

Republic Services can help Fullerton achieve compliance faster by building on the infrastructure, programs and expertise already in place — minimizing cost, risk and disruption for the community.

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REPUBLIC SERVICES

Infrastructure & Technology

Best-in-Class Technology, Infrastructure & Capacity



ANAHEIM RECYCLING CENTER

Republic Services' Anaheim Recycling Center (CVT) is the most state-of-the-art full-service recycling and organics facilities in the county. Located minutes away from Fullerton, it was completely rebuilt in 2025 with twice the capacity and upgraded with the latest recycling technologies utilizing AI and optical-sort cameras. The facility is now one of Republic Services' largest and most advanced facilities, representing another major investment in sustainability solutions for the City of Fullerton.

- A learning center with an observation deck, offering tours for community groups and schools
- 1,600 bales produced per week, and an estimated 83,000 bales per year
- Serves 26 municipalities and jurisdictions, including 442,000 homes

280K
square feet

180+
employees

185K+
tons of recyclable material processed per year

30+
years proudly serving the Fullerton community

MEGA THOR TURBO SEPARATOR AND SAN BERNARDINO SUSTAINABILITY PARK

Republic Services can immediately handle all of Fullerton's organics needs. The MEGA THOR, located in Anaheim, can process 20 tons per hour of unprocessed food waste and has a 99% separation rate. It prepares food waste for end markets such as the San Bernardino Sustainability Park.

The Sustainability Park is one of the nation's largest composting facilities. The $90 million, 140-acre site will ultimately scale to 600,000 tons per year.

The center and park will provide the following benefits for Fullerton:

- Reduce the volume of organic waste sent to landfills
- Limit long-haul transportation to distant processors
- Lower associated vehicle emissions
- Return locally produced, high-quality compost back to surrounding communities

Contact us for a tour of MEGA THOR and the Anaheim Recycling Center!

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Valley Vista Services
Waste Disposal and Recycling
17445 East Railroad Street • City of Industry, California 91748 • (626) 961-6291 • Fax (626) 961-1105

August 24, 2026

BY E-MAIL

City of Fullerton
Department of Public Works
Attn: Michelle Duron, Solid Waste & Recycling Specialist
303 W Commonwealth Avenue
Fullerton, CA 92832
michelle.duron@cityoffullerton.com

SUBJECT: Final Proposal Certification Letter – Solid Waste Management Services (RFP #2526-003)

Dear Ms. Duron:

In response to your email dated July 15, 2026, Valley Vista Services, Inc. ("Valley Vista" or "VVS") thanks the City for the opportunity to provide our Final Proposal Certification for the City of Fullerton's ("City's") Request for Proposals for Solid Waste Management Services (or the "RFP").

Valley Vista hereby confirms that all proposed services and enhancements in our most recent proposal and our Best and Final Offer dated May 5, 2026, are still and will continue to be valid throughout the term of this RFP solicitation.

In addition, we propose the following additional services and enhancements:

ADDITIONAL SERVICES

2-Container Collection (Black + Green)

Supplementing the requested 3-container collection program, VVS is proposing to offer 2-container collection where space constraints prevent staging or storage of required containers for the standard 3-container collection.

Upon application and approval of a space constraint waiver by the City, VVS will service approved sites with 2-container collection. All contents of the black container from such sites will be collected separately from waste collected from 3-container sites and brought to Grand Central Recycling and Transfer Station for recovery of recyclable materials. Source separated food waste and organic waste collected in green containers will be transported and processed in the same manner as other organic waste collected throughout the City.

Although we understand that space-constraint waivers would apply regardless of the selected hauler, VVS is the only permitted hauler in Southern California able to service and process mixed-waste in accordance with SB 1383 and 14 CCR Section 18984.2.

VVS "Operation Sparkle"

At no additional cost, and in addition to the regular porter service for Downtown District as well as the proposed abandoned item sweeps and collection services, VVS will implement a city-wide cleanup prior to the commencement of services on July 1, 2027.

City-wide Abandoned Item Sweep. Approximately two weeks prior to the commencement of services, VVS proposes to deploy our supervising team across the City to sweep all streets and designated hot spots for abandoned and illegally dumped items.

Downtown District Enclosures. In the spirit of going the extra mile, VVS is proposing to power-wash and paint enclosure gates throughout the Downtown District at the time of swapping equipment.

We feel that these two enhancements will allow a "clean slate" not only for the Downtown but across the entire City.

PRICING

Finally, VVS confirms that there are no additional pricing changes to the City's requested services, except for a clarification. In order to align with maximum loading capacities of front load containers, VVS has removed organic waste recycling pricing for 3YD, 4YD, and 6YD front load containers. Further, VVS is proposing an alternate 2-container collection program where mixed-waste is transported to Grand Central Recycling for processing in compliance with 14 CCR Section 18984 et. seq.

VVS anticipates the offering of alternate collection via a 2-container system (Black for mixed MSW and Recycling, and Green for source separated organic waste) will reduce pricing for certain commercial and multi-family customers where 3-container collection is not feasible due to space constraints. Note that 2-container collection will be conditioned upon receiving an authorized space-constraint waiver from the City.

Thank you again for the opportunity to submit this final proposal certification, and we eagerly look forward to serving the residents and businesses of Fullerton.

Sincerely,

David M. Perez
President/CEO

Cc: Mr. Stephen Bise, City of Fullerton
Mr. Eddie Manfro, City of Fullerton
Mr. Steven Avalos, City of Fullerton

Encl: VVS Final Revised Attachment 7 (Pricing Form)
VVS Final SB 1383 Compliance Certification Letter
VVS Revised Transition and Service Implementation Plan and Proposed Route Map
VVS Fullerton Fact Sheet

City of Fullerton RFP - Pricing Form

Instructions Please list your rates in the format provided below so we can ensure they include all city fees and proposed facility per-ton fees. PLEASE ADD ANY OTHER SERVICES AND FEES IN THE SPACES PROVIDED OR ADD MORE ROWS AS NEEDED. If you do not provide a service or fee, leave it blank and shade the corresponding cells so we know it was intentionally left empty. **All listed rates should be monthly (for recurring services) or per-occurrence.**

Residential Service

Rate Type	Service Component	Facility Component	All-Inclusive Rate
Standard 3-cart (96gal-96gal-96gal)	$ 14.88	$ 11.51	$ 26.39
Standard 3-cart (64gal-64gal-64gal)	$ 13.39	$ 10.36	$ 23.75
Standard 3-cart (35gal-35gal-35gal)	$ 11.31	$ 8.75	$ 20.06
Senior 3-cart (96gal-96gal-96gal) **	$ 12.65	$ 9.78	$ 22.43
Senior 3-cart (64gal-64gal-64gal)	$ 11.39	$ 8.80	$ 20.19
Senior 3-cart (35gal-35gal-35gal)	$ 9.61	$ 7.43	$ 17.05
Extra Trash Cart	$ 4.40	$ 3.40	$ 7.80
Extra Recycle Cart	N/C		N/C
Extra Organics Cart	$ 4.58	$ 3.54	$ 8.12
Overloaded Cart Fee*	$ 15.00		$ 15.00
Contaminated Cart Fee*	$ 25.00		$ 25.00
Reactivation Fee	N/C		N/C
Extra Dump - service day	$ 12.10	$ 9.36	$ 21.46
Extra Dump - non service day	$ 12.10	$ 9.36	$ 21.46
Walk-Out Service (Valet Service) NTE 100 Yards	$ 6.00		$ 6.00
Walk-Out Service (Valet Service) NTE 100 Yards -Qualified Disabled	N/C		N/C
2 Cubic Yard Manure 1X	$ 84.32	$ 110.35	$ 194.66
2 Cubic Yard Manure 2X	$ 129.18	$ 169.06	$ 298.23
2 Cubic Yard Manure 3X	$ 174.05	$ 227.78	$ 401.83
2 Cubic Yard Manure 4X	$ 218.92	$ 286.51	$ 505.43
2 Cubic Yard Manure 5X	$ 263.81	$ 345.26	$ 609.06
2 Cubic Yard Manure 6X	$ 308.69	$ 404.00	$ 712.69
Bulky Item Service (After First Four)	$ 15.53	$ 12.00	$ 27.53

*After 3rd offense only. First and second offense will be warnings.

** Low-income eligibilty-TBD

Additional City Events & Services (Not Defined As "No Cost" in RFP)

Service	Cost	Additional Detail
Downtown Containers (Bins)	$ 193.03	3-yard Bin
Bulky Item Event	$ 766.65	PER 40 YD ROLLOFF
HHW Event	$ 50,000.00	PER EVENT
Curbside HHW	$ 25.00	PER PICKUP AFTER 2 NO CHARGE
SPECIFICALLY EXCLUDES CITY PUBLIC WORKS PROJECTS		

Commercial - Downtown District (DD) & Other City Facility Ser

	Service	Facility	All-Inclusive Rate
RATE TO 50 NON FOOD 1x week	$ 84.09	$ 38.88	$ 122.97
RATE TO 30 NON-FOOD *PLUS* ORGANICS 1x week	$ 110.57	$ 51.13	$ 161.70

	Service Charge	Per-Ton Charge	Facility	All-Inclusive Rate
Deliver - 20 Yd Compactor + Dump	$ 322.00			$ 322.00

Residential Service

BID ALTERNATE	Per-Unit Charge to Perform All Residential Billing Services.	$ 0.53

Commercial - Downtown District (DD) & Other City Facility Services

Rate Type	Service	Facility	All-Inclusive Rate
Power-wash (over quarterly)	$ 58.00		$ 58.00
Gate/Restricted Access (Per mth)	$ 15.50		$ 15.50
Resume Fee/Collection	$ 75.00		$ 75.00
Damaged Cart (negligence)	$ 65.86		$ 65.86
Damaged Bin (negligence)	$ 800.00		$ 800.00
Damaged Lid (negligence)	$ 50.00		$ 50.00
Extra Dump - service day	$ 41.66		$ 41.66
Extra Dump - non service day	$ 41.66		$ 41.66
2 Cubic Yard Manure 1X	$ 84.32	$ 110.35	$ 194.66
2 Cubic Yard Manure 2X	$ 129.18	$ 169.06	$ 298.23
2 Cubic Yard Manure 3X	$ 174.05	$ 227.78	$ 401.83
2 Cubic Yard Manure 4X	$ 218.92	$ 286.51	$ 505.43
2 Cubic Yard Manure 5X	$ 263.81	$ 345.26	$ 609.06
2 Cubic Yard Manure 6X	$ 308.69	$ 404.00	$ 712.69

	Service	Facility	All-Inclusive Rate
NON FOOD			
30 TRASH 3 YRD 1x week	$ 5,497.76	$ 2,542.00	$ 8,039.76
10 RECYCLING 3 YRD 1x week	$ 916.29	$ 423.67	$ 1,339.96
9 RECYCLING 96 GAL 1x week	$ 312.97	$ 144.71	$ 457.68
NON FOOD TOTAL	$ 6,727.03	$ 3,110.38	$ 9,837.41
80 NON FOOD PARTICIPANTS SPREAD	$ 84.09	$ 38.88	$ 122.97
19 ORGANICS 96 GAL 1x week	$794.53	$367.37	$1,161.90
30 ORGANICS PARTICIPANTS SPREAD	$ 26.48	$ 12.25	$ 38.73
RATE TO 50 NON FOOD 1x week	$ 84.09	$ 38.88	$ 122.97
RATE TO 30 NON-FOOD *PLUS* ORGANICS 1x week	$ 110.57	$ 51.13	$ 161.70

	Service	Facility	All-Inclusive Rate
NON FOOD			
30 TRASH 3 YRD 2x week	$ 10,228.35	$ 4,729.28	$ 14,957.63
10 RECYCLING 3 YRD 2x week	$ 1,704.72	$ 788.21	$ 2,492.94
9 RECYCLING 96 GAL 2x week	$ 571.27	$ 264.14	$ 835.40
NON FOOD TOTAL	$ 12,504.34	$ 5,781.63	$ 18,285.97
80 NON FOOD PARTICIPANTS SPREAD	$ 156.30	$ 72.27	$ 228.57
19 ORGANICS 96 GAL 2x week	$991.34	$458.36	$1,449.70
30 ORGANICS PARTICIPANTS SPREAD	$ 33.04	$ 15.28	$ 48.32
RATE TO 50 NON FOOD 2x week	$ 156.30	$ 72.27	$ 228.57
RATE TO 30 NON-FOOD *PLUS* ORGANICS 2x week	$ 189.35	$ 87.55	$ 276.90

Temporary & Industrial Service

Rate Type		Service Charge	Per-Ton Charge	Facility	All-Inclusive Rate
3YD Bin - deliver, pickup and one dump	per event	$ 176.00		$ 81.37	$ 257.37
3YD Bin additional dump	per event	$ 41.03		$ 18.97	$ 60.00
Temporary Bin (3-yard) 1x	per event	$ 176.00		$ 81.37	$ 257.37
Temporary Bin (3-yard) 2x	per event	$ 272.99		$ 126.22	$ 399.22
Temporary Bin (3-yard) 3x	per event	$ 372.71		$ 172.33	$ 545.04
Temporary Bin (3-yard) 4x	per event	$ 465.66		$ 215.31	$ 680.97
Temporary Bin (3-yard) 5x	per event	$ 565.38		$ 261.41	$ 826.79
Temporary Bin (3-yard) 6x	per event	$ 665.09		$ 307.52	$ 972.61
Temporary Bin (4-yard)	per event	$ -		$ -	
Temporary Bin (20-yard)					
Temporary Bin (30-yard)					
6YD Bin - deliver, pickup and one dump	per event	$ 211.19		$ 97.65	$ 308.84
6YD Bin additional dump	per event	$ 46.50		$ 21.50	$ 68.00
Daily rental after 7 days	Per Day	$ 23.93		$ 11.07	$ 35.00
Delivery - Storage Box		$ 222.29			$ 222.29
Storage Box Rental Per Month		$ 228.80			$ 228.80
Dump and Return - 3 Yd Temporary Bin		$ 257.37			$ 257.37
Roll Off					
Deliver 10 Yd Lowboy- Permanent + Dump		$ 322.00			$ 322.00
Deliver 10 Yd Lowboy - Temporary up to 6 Tons		$ 577.83		$ 267.17	$ 845.00
Deliver 12 Yd Roll Off - Temporary up to 6 Tons		$ 332.86		$ 153.90	$ 486.77
Deliver - 26 Yd Lowboy Permanent + Dump		$ 322.00			$ 322.00
Dump and Return - 26 Yd Lowboy Temporary up to 6 Tons		$ 599.71		$ 277.29	$ 877.00
Deliver 40 Yd Rolloff - Permanent + Dump		$ 322.00			$ 322.00
Deliver 40 Yd Rolloff- Temporary up to 6 Tons		$ 551.84		$ 255.16	$ 807.00

Roll-Off Disposal/Processing & Other Fees					
Solid waste (transfer only - no processing)	per ton		$ 93.99		$ 93.99
Commingled recyclables processing	per ton		$ 65.00		$ 65.00
Construction & Demolition Waste Processing Per Ton	per ton		$ 125.41		$ 125.41
MSW Overweight Charge- 6 Ton Limit - Per Ton	per ton		$ 125.14		$ 125.14
Dry Run Charge	per event	$ 231.41			$ 231.41
Respot Charge	per event	$ 189.50			$ 189.50
Flatbed - Palletized Waste (Up to 10 Pallets)	per event	$ 393.13			$ 393.13
Flatbed - Pallet Handling Charge Per Pallet	per event	$ 51.74			$ 51.74
Live Load (Semi) - Per Haul (Up to 20 Tons)	per event	$ 569.10			$ 569.10
Special Handling Charge	per event	$ 127.02			$ 127.02
Late Fee - On Past Due Balance	per event	10%			10%
Inactivity Fee - Per Day after 7 Days	per event	$ 11.40			$ 11.40
Standby Fee - Per Minute (In Excess of 15 minutes)	per event	$ 2.59			$ 2.59
Plastic Liners	per event	$ 41.03			$ 41.03
NSF/Return Check Fee	per event	$ 25.00			$ 25.00
Roll-off box cleaning beyond one (1) per year.	per event	$ 150.00			$ 150.00
Redelivery/Return trip/Dry run	per event	$ 195.00			$ 195.00
Temporary roll-off daily rental after 7 days with no dump	per day	$ 35.00			$ 35.00
Relocation fee	per event	$ 175.00			$ 175.00
Sunday service surcharge	per event	$ 75.00			$ 75.00
COMP RENTAL - MONTHY	per event	$ 400.00			$ 400.00
DUMP FEE - ASBESTOS	per ton		$ 199.58		$ 199.58
DUMP FEE - ASPHALT	per ton		$ 120.23		$ 120.23
DUMP FEE - CARDBOARD	per ton		$ 118.97		$ 118.97
DUMP FEE - CONCRETE	per ton		$ 114.67		$ 114.67
DUMP FEE - GREEN WST	per ton		$ 130.14		$ 130.14
DUMP FEE - MSW	per ton		$ 118.20		$ 118.20
DUMP FEE - ORGANIC CONTAM	per ton		$ 273.60		$ 273.60
DUMP FEE - ORGANIC PACKAG	per ton		$ 236.25		$ 236.25
DUMP FEE - ORGANICS	per ton		$ 159.17		$ 159.17
DUMP FEE - PKGD ORGANICS	per ton		$ 259.88		$ 259.88
DUMP FEE - SCRAP METAL	per ton		$ 113.88		$ 113.88
DUMP FEE - SPECIAL HANDL	per ton		$ 110.39		$ 110.39
DUMP FEE - STEEL	per ton		$ 131.38		$ 131.38
DUMP FEE - TIRES	per ton		$ 141.87		$ 141.87
DUMP FEE - WHITE GOOD	per ton		$ 135.71		$ 135.71
DUMP FEE - WOOD	per ton		$ 108.56		$ 108.56
DUMP FEE MIXED GLASS	per ton		$ 125.84		$ 125.84
END DUMP-MSW	per ton		$ 108.96		$ 108.96
E-WASTE PICK-UP	per ton		$ 125.41		$ 125.41
EXCESS WIEGHT - CD	per ton		$ 141.12		$ 141.12
LINER CHARGE	per event	$ 42.43			$ 42.43

PRESSURE WASHING - HOURLY	per event	$ 120.00			$ 120.00

NON FOOD			
30 TRASH 3 YRD 3x week	$ 15,342.52	$ 7,093.93	$ 22,436.45
10 RECYCLING 3 YRD 3x week	$ 2,557.09	$ 1,182.32	$ 3,739.41
9 RECYCLING 96 GAL 3x week	$ 856.89	$ 396.20	$ 1,253.09
NON FOOD TOTAL	$ 18,756.50	$ 8,672.45	$ 27,428.95
80 NON FOOD PARTICIPANTS SPREAD	$ 234.46	$ 108.41	$ 342.86
19 ORGANICS 96 GAL 3x week	$1,269.38	$586.92	$1,856.30
30 ORGANICS PARTICIPANTS SPREAD	$ 42.31	$ 19.56	$ 61.88
RATE TO 50 NON FOOD 3x week	**$ 234.46**	**$ 108.41**	**$ 342.86**
RATE TO 30 NON-FOOD *PLUS* ORGANICS 3x week	**$ 276.77**	**$ 127.97**	**$ 404.74**

NON FOOD			
30 TRASH 3 YRD 4x week	$ 20,456.70	$ 9,458.57	$ 29,915.27
10 RECYCLING 3 YRD 4x week	$ 3,409.45	$ 1,576.43	$ 4,985.88
9 RECYCLING 96 GAL 4x week	$ 1,142.52	$ 528.27	$ 1,670.78
NON FOOD TOTAL	$ 25,008.67	$ 11,563.26	$ 36,571.93
80 NON FOOD PARTICIPANTS SPREAD	$ 312.61	$ 144.54	$ 457.15
19 ORGANICS 96 GAL 4x week	$1,529.36	$707.13	$2,236.49
30 ORGANICS PARTICIPANTS SPREAD	$ 50.98	$ 23.57	$ 74.55
RATE TO 50 NON FOOD 4x week	**$ 312.61**	**$ 144.54**	**$ 457.15**
RATE TO 30 NON-FOOD *PLUS* ORGANICS 4x week	**$ 363.59**	**$ 168.11**	**$ 531.70**

NON FOOD			
30 TRASH 3 YRD 5x week	$ 24,189.96	$ 11,184.72	$ 35,374.68
10 RECYCLING 3 YRD 5x week	$ 4,031.66	$ 1,864.12	$ 5,895.78
9 RECYCLING 96 GAL 5x week	$ 1,329.70	$ 614.82	$ 1,944.52
NON FOOD TOTAL	$ 29,551.32	$ 13,663.65	$ 43,214.97
80 NON FOOD PARTICIPANTS SPREAD	$ 369.39	$ 170.80	$ 540.19
19 ORGANICS 96 GAL 5x week	$1,789.47	$827.40	$2,616.87
30 ORGANICS PARTICIPANTS SPREAD	$ 59.65	$ 27.58	$ 87.23
RATE TO 50 NON FOOD 5x week	**$ 369.39**	**$ 170.80**	**$ 540.19**
RATE TO 30 NON-FOOD *PLUS* ORGANICS 5x week	**$ 429.04**	**$ 198.38**	**$ 627.42**

NON FOOD			
30 TRASH 3 YRD 6x week	$ 27,716.08	$ 12,815.09	$ 40,531.17
10 RECYCLING 3 YRD 6x week	$ 4,619.35	$ 2,135.85	$ 6,755.20
9 RECYCLING 96 GAL 6x week	$ 1,502.11	$ 694.53	$ 2,196.64
NON FOOD TOTAL	$ 33,837.54	$ 15,645.47	$ 49,483.01
80 NON FOOD PARTICIPANTS SPREAD	$ 422.97	$ 195.57	$ 618.54
19 ORGANICS 96 GAL 6x week	$2,000.60	$925.02	$2,925.62
30 ORGANICS PARTICIPANTS SPREAD	$ 66.69	$ 30.83	$ 97.52
RATE TO 50 NON FOOD 6x week	**$ 422.97**	**$ 195.57**	**$ 618.54**
RATE TO 30 NON-FOOD *PLUS* ORGANICS 6x week	**$ 489.66**	**$ 226.40**	**$ 716.06**

	100%		
NON FOOD			
30 TRASH 3 YRD 7x week	$ 27,716.08	$ 12,815.09	$ 40,531.17
10 RECYCLING 3 YRD 7x week	$ 4,619.35	$ 2,135.85	$ 6,755.20
9 RECYCLING 96 GAL 7x week	$ 1,502.11	$ 694.53	$ 2,196.64
NON FOOD TOTAL	$ 33,837.54	$ 15,645.47	$ 49,483.01
80 NON FOOD PARTICIPANTS SPREAD	$ 422.97	$ 195.57	$ 618.54
19 ORGANICS 96 GAL 7x week	$ 2,000.60	$ 925.02	$2,925.62

30 ORGANICS PARTICIPANTS SPREAD	$ 66.69	$ 30.83	$ 97.52
RATE TO 50 NON FOOD 7x week	$ 422.97	$ 195.57	$ 618.54
RATE TO 30 NON-FOOD *PLUS* ORGANICS 7x week	$ 489.66	$ 226.40	$ 716.06

Commercial Service

Rate Type	Service Component	Facility Component	All-Inclusive Rate
Commercial Trash (Black or Grey Container)			
96-gallon 1x week	$ 69.55	$ 32.16	$ 101.71
96-gallon 2x week	$ 126.95	$ 58.70	$ 185.64
96-gallon 3x week	$ 190.42	$ 88.04	$ 278.47
96-gallon 4x week	$ 253.89	$ 117.39	$ 371.29
96-gallon 5x week	$ 295.49	$ 136.63	$ 432.12
96-gallon 6x week	$ 333.80	$ 154.34	$ 488.14
1 yard bin 1x week	$ 146.33	$ 67.66	$ 213.98
1 yard bin 2x week	$ 267.09	$ 123.49	$ 390.58
1 yard bin 3x week	$ 400.62	$ 185.24	$ 585.86
1 yard bin 4x week	$ 534.16	$ 246.98	$ 781.15
1 yard bin 5x week	$ 621.68	$ 287.45	$ 909.13
1 yard bin 6x week	$ 702.28	$ 324.72	$ 1,027.00
1.5 yard bin 1x week	$ 155.56	$ 71.93	$ 227.49
1.5 yard bin 2x week	$ 285.55	$ 132.03	$ 417.58
1.5 yard bin 3x week	$ 428.33	$ 198.05	$ 626.37
1.5 yard bin 4x week	$ 571.10	$ 264.06	$ 835.16
1.5 yard bin 5x week	$ 667.84	$ 308.79	$ 976.64
1.5 yard bin 6x week	$ 757.68	$ 350.33	$ 1,108.01
2 yard bin 1x week	$ 164.80	$ 76.20	$ 240.99
2 yard bin 2x week	$ 304.01	$ 140.57	$ 444.58
2 yard bin 3x week	$ 456.02	$ 210.85	$ 666.87
2 yard bin 4x week	$ 608.03	$ 281.14	$ 889.17
2 yard bin 5x week	$ 714.00	$ 330.13	$ 1,044.14
2 yard bin 6x week	$ 813.08	$ 375.94	$ 1,189.02
3 yard bin 1x week	$ 183.26	$ 84.73	$ 267.99
3 yard bin 2x week	$ 340.94	$ 157.64	$ 498.59
3 yard bin 3x week	$ 511.42	$ 236.46	$ 747.88
3 yard bin 4x week	$ 681.89	$ 315.29	$ 997.18
3 yard bin 5x week	$ 806.33	$ 372.82	$ 1,179.16
3 yard bin 6x week	$ 923.87	$ 427.17	$ 1,351.04
4 yard bin 1x week	$ 201.72	$ 93.27	$ 294.99
4 yard bin 2x week	$ 377.88	$ 174.72	$ 552.60
4 yard bin 3x week	$ 566.81	$ 262.08	$ 828.89
4 yard bin 4x week	$ 755.76	$ 349.44	$ 1,105.20
4 yard bin 5x week	$ 898.66	$ 415.51	$ 1,314.18
4 yard bin 6x week	$ 1,256.25	$ 580.85	$ 1,837.10
5 yard bin 1x week	n/a		n/a
5 yard bin 2x week	n/a		n/a
5 yard bin 3x week	n/a		n/a
5 yard bin 4x week	n/a		n/a
5 yard bin 5x week	n/a		n/a
5 yard bin 6x week	n/a		n/a
6 yard bin 1x week	$ 238.66	$ 110.35	$ 349.00
6 yard bin 2x week	$ 451.74	$ 208.87	$ 660.61
6 yard bin 3x week	$ 677.61	$ 313.31	$ 990.91
6 yard bin 4x week	$ 903.48	$ 417.74	$ 1,321.22
6 yard bin 5x week	$ 1,083.31	$ 500.89	$ 1,584.21
6 yard bin 6x week	$ 1,202.85	$ 556.16	$ 1,759.01
Please add and list all Split-Bin Configurations (Trash/Recycling)			
3 yard bin 1x week	$ 247.40	$ 114.39	$ 361.79
3 yard bin 2x week	$ 460.28	$ 212.82	$ 673.09
3 yard bin 3x week	$ 690.41	$ 319.23	$ 1,009.64
3 yard bin 4x week	$ 920.55	$ 425.64	$ 1,346.19
3 yard bin 5x week	$ 1,088.55	$ 503.31	$ 1,591.86
3 yard bin 6x week	$ 1,247.22	$ 576.68	$ 1,823.90
4 yard bin 1x week	$ 272.32	$ 125.91	$ 398.24
4 yard bin 2x week	$ 510.14	$ 235.87	$ 746.01
4 yard bin 3x week	$ 765.20	$ 353.81	$ 1,119.00
4 yard bin 4x week	$ 1,020.27	$ 471.74	$ 1,492.01
4 yard bin 5x week	$ 1,213.19	$ 560.94	$ 1,774.14
4 yard bin 6x week	$ 1,596.22	$ 738.04	$ 2,334.27
Please add and list all trash compactor configurations			
2 Cubic Yard Refuse Compactor 1X	$ 194.09	$ 135.45	$ 329.54
2 Cubic Yard Refuse Compactor 2X	$ 335.46	$ 234.11	$ 569.56
2 Cubic Yard Refuse Compactor 3X	$ 467.01	$ 325.92	$ 792.94
2 Cubic Yard Refuse Compactor 4X	$ 589.97	$ 411.73	$ 1,001.69
2 Cubic Yard Refuse Compactor 5X	$ 705.49	$ 492.35	$ 1,197.83
2 Cubic Yard Refuse Compactor 6X	$ 832.10	$ 580.71	$ 1,412.81
3 Cubic Yard Refuse Compactor 1X	$ 205.96	$ 143.74	$ 349.70
3 Cubic Yard Refuse Compactor 2X	$ 361.28	$ 252.13	$ 613.41
3 Cubic Yard Refuse Compactor 3X	$ 478.73	$ 334.10	$ 812.82
3 Cubic Yard Refuse Compactor 4X	$ 599.73	$ 418.54	$ 1,018.27

Commercial Service

Rate Type	Service Component	Facility Component	All-Inclusive Rate
Commercial Recycling (Blue Container)			
96-gallon 1x week	$ 34.77	$ 16.08	$ 50.85
96-gallon 2x week	$ 63.47	$ 29.35	$ 92.82
96-gallon 3x week	$ 95.21	$ 44.02	$ 139.23
96-gallon 4x week	$ 126.95	$ 58.70	$ 185.64
96-gallon 5x week	$ 147.74	$ 68.31	$ 216.06
96-gallon 6x week	$ 166.90	$ 77.17	$ 244.07
1 yard bin 1x week	$ 73.16	$ 33.83	$ 106.99
1 yard bin 2x week	$ 133.54	$ 61.75	$ 195.29
1 yard bin 3x week	$ 200.31	$ 92.62	$ 292.93
1 yard bin 4x week	$ 267.08	$ 123.49	$ 390.57
1 yard bin 5x week	$ 310.84	$ 143.72	$ 454.56
1 yard bin 6x week	$ 351.14	$ 162.36	$ 513.50
1.5 yard bin 1x week	$ 77.78	$ 35.96	$ 113.75
1.5 yard bin 2x week	$ 142.77	$ 66.01	$ 208.79
1.5 yard bin 3x week	$ 214.16	$ 99.02	$ 313.19
1.5 yard bin 4x week	$ 285.55	$ 132.03	$ 417.58
1.5 yard bin 5x week	$ 333.92	$ 154.40	$ 488.32
1.5 yard bin 6x week	$ 378.84	$ 175.16	$ 554.00
2 yard bin 1x week	$ 82.40	$ 38.10	$ 120.50
2 yard bin 2x week	$ 152.01	$ 70.28	$ 222.29
2 yard bin 3x week	$ 228.01	$ 105.43	$ 333.44
2 yard bin 4x week	$ 304.02	$ 140.57	$ 444.58
2 yard bin 5x week	$ 357.00	$ 165.07	$ 522.07
2 yard bin 6x week	$ 406.54	$ 187.97	$ 594.51
3 yard bin 1x week	$ 91.63	$ 42.37	$ 134.00
3 yard bin 2x week	$ 170.47	$ 78.82	$ 249.29
3 yard bin 3x week	$ 255.71	$ 118.23	$ 373.94
3 yard bin 4x week	$ 340.94	$ 157.64	$ 498.59
3 yard bin 5x week	$ 403.17	$ 186.41	$ 589.58
3 yard bin 6x week	$ 461.93	$ 213.58	$ 675.52
4 yard bin 1x week	$ 100.86	$ 46.64	$ 147.50
4 yard bin 2x week	$ 188.94	$ 87.36	$ 276.30
4 yard bin 3x week	$ 283.41	$ 131.04	$ 414.45
4 yard bin 4x week	$ 377.88	$ 174.72	$ 552.60
4 yard bin 5x week	$ 449.33	$ 207.76	$ 657.09
4 yard bin 6x week	$ 517.33	$ 239.20	$ 756.53
5 yard bin 1x week	n/a		n/a
5 yard bin 2x week	n/a		n/a
5 yard bin 3x week	n/a		n/a
5 yard bin 4x week	n/a		n/a
5 yard bin 5x week	n/a		n/a
5 yard bin 6x week	n/a		n/a
6 yard bin 1x week	$ 119.33	$ 55.17	$ 174.50
6 yard bin 2x week	$ 225.87	$ 104.44	$ 330.30
6 yard bin 3x week	$ 338.80	$ 156.65	$ 495.46
6 yard bin 4x week	$ 451.74	$ 208.87	$ 660.61
6 yard bin 5x week	$ 541.66	$ 250.45	$ 792.10
6 yard bin 6x week	$ 628.12	$ 290.43	$ 918.55
Please add and list all recycling compactor configurations			
2 Cubic Yard RECYCLING Compactor 1X	$ 97.04	$ 67.73	$ 164.77
2 Cubic Yard RECYCLING Compactor 2X	$ 167.73	$ 117.05	$ 284.78
2 Cubic Yard RECYCLING Compactor 3X	$ 233.51	$ 162.96	$ 396.47
2 Cubic Yard RECYCLING Compactor 4X	$ 294.98	$ 205.86	$ 500.85
2 Cubic Yard RECYCLING Compactor 5X	$ 352.74	$ 246.17	$ 598.92
2 Cubic Yard RECYCLING Compactor 6X	$ 416.05	$ 290.36	$ 706.40
3 Cubic Yard RECYCLING Compactor 1X	$ 102.98	$ 71.87	$ 174.85
3 Cubic Yard RECYCLING Compactor 2X	$ 180.64	$ 126.07	$ 306.70
3 Cubic Yard RECYCLING Compactor 3X	$ 239.36	$ 167.05	$ 406.41
3 Cubic Yard RECYCLING Compactor 4X	$ 299.86	$ 209.27	$ 509.13

Commercial Service

Rate Type	Service Component	Facility Component	All-Inclusive Rate
Commercial Organics (Green or Brown Container)			
96-gallon 1x week	$41.82	$19.34	$61.15
96-gallon 2x week	$52.18	$24.12	$76.30
96-gallon 3x week	$66.81	$30.89	$97.70
96-gallon 4x week	$80.49	$37.22	$117.71
96-gallon 5x week	$94.18	$43.55	$137.73
96-gallon 6x week	$105.29	$48.69	$153.98
1 yard bin 1x week	$59.17	$27.36	$86.53
1 yard bin 2x week	$102.14	$47.23	$149.37
1 yard bin 3x week	$141.77	$65.55	$207.32
1 yard bin 4x week	$180.44	$83.43	$263.87
1 yard bin 5x week	$219.11	$101.31	$320.42
1 yard bin 6x week	$255.21	$118.00	$373.21
1.5 yard bin 1x week	$69.70	$32.22	$101.92
1.5 yard bin 2x week	$123.20	$56.96	$180.16
1.5 yard bin 3x week	$173.35	$80.15	$253.50
1.5 yard bin 4x week	$222.54	$102.90	$325.44
1.5 yard bin 5x week	$271.74	$125.65	$397.39
1.5 yard bin 6x week	$318.37	$147.20	$465.57
2 yard bin 1x week	$94.86	$43.86	$138.72
2 yard bin 2x week	$165.56	$76.55	$242.11
2 yard bin 3x week	$231.25	$106.93	$338.18
2 yard bin 4x week	$295.53	$136.64	$432.17
2 yard bin 5x week	$359.79	$166.36	$526.15
2 yard bin 6x week	$420.22	$194.30	$614.52
3 yard bin 1x week	n/a		n/a
3 yard bin 2x week	n/a		n/a
3 yard bin 3x week	n/a		n/a
3 yard bin 4x week	n/a		n/a
3 yard bin 5x week	n/a		n/a
3 yard bin 6x week	n/a		n/a
4 yard bin 1x week	n/a		n/a
4 yard bin 2x week	n/a		n/a
4 yard bin 3x week	n/a		n/a
4 yard bin 4x week	n/a		n/a
4 yard bin 5x week	n/a		n/a
4 yard bin 6x week	n/a		n/a
5 yard bin 1x week	n/a		n/a
5 yard bin 2x week	n/a		n/a
5 yard bin 3x week	n/a		n/a
5 yard bin 4x week	n/a		n/a
5 yard bin 5x week	n/a		n/a
5 yard bin 6x week	n/a		n/a
6 yard bin 1x week	n/a		n/a
6 yard bin 2x week	n/a		n/a
6 yard bin 3x week	n/a		n/a
6 yard bin 4x week	n/a		n/a
6 yard bin 5x week	n/a		n/a
6 yard bin 6x week	n/a		n/a

3 Cubic Yard Refuse Compactor 5X		$ 725.01	$ 505.97		$ 1,230.98	3 Cubic Yard RECYCLING Compactor 5X		$ 362.50	$ 252.99		$ 615.49				
3 Cubic Yard Refuse Compactor 6X		$ 863.33	$ 602.51		$ 1,465.84	3 Cubic Yard RECYCLING Compactor 6X		$ 431.67	$ 301.25		$ 732.92				
6 Cubic Yard Refuse Compactor 1X		$ 247.16	$ 172.49		$ 419.64	6 Cubic Yard RECYCLING Compactor 1X		$ 123.58	$ 86.24		$ 209.82				
6 Cubic Yard Refuse Compactor 2X		$ 433.53	$ 302.56		$ 736.09	6 Cubic Yard RECYCLING Compactor 2X		$ 216.77	$ 151.28		$ 368.05				
6 Cubic Yard Refuse Compactor 3X		$ 574.47	$ 400.92		$ 975.39	6 Cubic Yard RECYCLING Compactor 3X		$ 287.24	$ 200.46		$ 487.69				
6 Cubic Yard Refuse Compactor 4X		$ 719.67	$ 502.25		$ 1,221.92	6 Cubic Yard RECYCLING Compactor 4X		$ 359.84	$ 251.12		$ 610.96				
6 Cubic Yard Refuse Compactor 5X		$ 870.01	$ 607.17		$ 1,477.18	6 Cubic Yard RECYCLING Compactor 5X		$ 435.00	$ 303.58		$ 738.59				
6 Cubic Yard Refuse Compactor 6X		$ 1,036.00	$ 723.01		$ 1,759.01	6 Cubic Yard RECYCLING Compactor 6X		$ 518.00	$ 361.50		$ 879.51				

Other Service - COM/MF 2 CONTAINER (BLACK + GREEN)

Rate Type		Service Component	Facility Component		All-Inclusive Rate
96-gallon 1x week		$ 73.03	$ 48.24		$ 121.26
96-gallon 2x week		$ 133.30	$ 88.05		$ 221.34
96-gallon 3x week		$ 199.94	$ 132.07		$ 332.01
96-gallon 4x week		$ 266.59	$ 176.09		$ 442.68
96-gallon 5x week		$ 310.26	$ 204.94		$ 515.20
96-gallon 6x week		$ 350.49	$ 231.51		$ 582.00
1 yard bin 1x week		$ 153.64	$ 101.48		$ 255.13
1 yard bin 2x week		$ 280.44	$ 185.24		$ 465.68
1 yard bin 3x week		$ 420.66	$ 277.86		$ 698.51
1 yard bin 4x week		$ 560.87	$ 370.47		$ 931.34
1 yard bin 5x week		$ 652.76	$ 431.17		$ 1,083.93
1 yard bin 6x week		$ 737.40	$ 487.07		$ 1,224.47
1.5 yard bin 1x week		$ 163.34	$ 107.89		$ 271.23
1.5 yard bin 2x week		$ 299.83	$ 198.04		$ 497.87
1.5 yard bin 3x week		$ 449.74	$ 297.07		$ 746.81
1.5 yard bin 4x week		$ 599.65	$ 396.09		$ 995.74
1.5 yard bin 5x week		$ 701.24	$ 463.19		$ 1,164.42
1.5 yard bin 6x week		$ 795.56	$ 525.49		$ 1,321.06
2 yard bin 1x week		$ 173.04	$ 114.29		$ 287.33
2 yard bin 2x week		$ 319.21	$ 210.85		$ 530.06
2 yard bin 3x week		$ 478.82	$ 316.28		$ 795.10
2 yard bin 4x week		$ 638.43	$ 421.70		$ 1,060.13
2 yard bin 5x week		$ 749.70	$ 495.20		$ 1,244.90
2 yard bin 6x week		$ 853.73	$ 563.91		$ 1,417.64
3 yard bin 1x week		$ 192.42	$ 127.10		$ 319.52
3 yard bin 2x week		$ 357.99	$ 236.46		$ 594.46
3 yard bin 3x week		$ 536.99	$ 354.70		$ 891.68
3 yard bin 4x week		$ 715.98	$ 472.93		$ 1,188.91
3 yard bin 5x week		$ 846.65	$ 559.24		$ 1,405.88
3 yard bin 6x week		$ 970.06	$ 640.75		$ 1,610.82
4 yard bin 1x week		$ 211.81	$ 139.91		$ 351.71
4 yard bin 2x week		$ 396.77	$ 262.08		$ 658.85
4 yard bin 3x week		$ 595.15	$ 393.12		$ 988.27
4 yard bin 4x week		$ 793.54	$ 524.16		$ 1,317.70
4 yard bin 5x week		$ 943.59	$ 623.27		$ 1,566.87
4 yard bin 6x week		$ 1,241.51	$ 820.05		$ 2,061.56
5 yard bin 1x week		N/A	N/A	N/A	N/A
5 yard bin 2x week		N/A	N/A	N/A	N/A
5 yard bin 3x week		N/A	N/A	N/A	N/A
5 yard bin 4x week		N/A	N/A	N/A	N/A
5 yard bin 5x week		N/A	N/A	N/A	N/A
5 yard bin 6x week		N/A	N/A	N/A	N/A
6 yard bin 1x week		$ 250.59	$ 165.52		$ 416.11
6 yard bin 2x week		$ 474.32	$ 313.31		$ 787.63
6 yard bin 3x week		$ 711.49	$ 469.96		$ 1,181.44
6 yard bin 4x week		$ 948.65	$ 626.61		$ 1,575.26
6 yard bin 5x week		$ 1,137.48	$ 751.34		$ 1,888.82
6 yard bin 6x week		$ 1,281.68	$ 846.59		$ 2,128.27

Commercial/Other Charges (only listed charges will be allowed)

Rate Type	Flat Fee		All-Inclusive Rate
Contamination-cart*	$ 25.00		$ 25.00
Contamination-bin*	$ 72.33		$ 72.33
Overload-cart	$ 20.84		$ 20.84
Overload-bin	$ 41.67		$ 41.67
Locking Bin (per bin/per mth)	$ 15.50		$ 15.50
Locking Enclosure (Per mth)	$ 15.50		$ 15.50
Gate/Restricted Access (Per mth)	$ 15.50		$ 15.50
Resume Fee/Collection	$ 75.00		$ 75.00
Damaged Cart (negligence)	$ 65.86		$ 65.86
Damaged Bin (negligence)	$ 800.00		$ 800.00
Damaged Lid (negligence)	$ 50.00		$ 50.00
Extra Dump - service day	$ 41.66		$ 41.66
Extra Dump - non service day	$ 41.66		$ 41.66
Sunday Service	$ 25.00		$ 25.00
Bin Cleaning	$ 58.00		$ 58.00
Return Trip Fee	$ 112.00		$ 112.00
Redelivery of Bins (due to non-payment)	$ 83.21		$ 83.21
Bulky Item Pick-up	$ 41.03		$ 41.03
Bulky Item Fee for Additional Items	$ 16.42		$ 16.42
Extra Pick-up	$ 41.66		$ 41.66
Scout Service 1X > 50 ft.	$ 83.81		$ 83.81
Scout Service 2X > 50 ft.	$ 199.69		$ 199.69
Scout Service 3X > 50 ft.	$ 299.54		$ 299.54
Scout Service 4X > 50 ft.	$ 399.39		$ 399.39
Scout Service 5X > 50ft.	$ 499.23		$ 499.23
Scout Service 6X > 50ft.	$ 599.07		$ 599.07
Holiday Tree Pick-Up	$ 25.00		$ 25.00
MFD Bulky Item Pickup - beyond four (4) pickup collection events per year.	$ 40.00	Per event	$ 40.00
Commercial Bulky Item Pickup - per collection event.	$ 40.00	Per event	$ 40.00
Commercial Bulky Item Pickup - per item.	$ 20.00	Per Item	$ 20.00
Bin cleaning bin fee beyond one (1) per per year.	$ 68.00	per event	$ 68.00
Enclosure clean-out fee due to overflowing containers.	$ 80.00	per event	$ 80.00
Commercial return trip fee on scheduled pickup day.	$ 125.00	per event	$ 125.00
Commercial service reinstatement fee after suspension for non-payment	$ 100.00	per event	$ 100.00
Commercial Cart or Bin Exchange beyond once per Agreement Year	$ 75.00	per event	$ 75.00
Late Payment charge for unpaid balance per month after 30 days past due date.	10%	% of monthly balance	10%
Contamination Fee upon third and subsequent occurrence in 12-month period.	$ 75.00	per event	$ 75.00
Commercial U-Waste, & E-Waste Collection	$ 40.00	per event	$ 40.00
Emergency Service - 1 Crew & 1 Truck	$ 125.00	per hour	$ 125.00
Container Lock Charge	$ 15.50		$ 15.50
Enclosure Lock Charge	$ 15.50		$ 15.50
Sunday Service - Each Service	$ 75.00		$ 75.00
Valet Service for Carts	$ 6.00		$ 6.00
Additional Daily Charge Over 7 Days	$ 12.87		$ 12.87
Per Pull Dry Run Trip Charge	$ 105.19		$ 105.19
Extra Pickup Fee 2 Yd Front Load	$ 93.70		$ 93.70
Extra Pickup Fee 3 Yd Front Load	$ 103.99		$ 103.99
Extra Pickup Fee 4 Yd Front Load	$ 131.40		$ 131.40
Extra Pickup Fee 6 Yd Front Load	$ 147.97		$ 147.97
Extra Pickup Fee 1.5 Yd Front Load	$ 91.84		$ 91.84

*After 3rd offense only. First and second offense will be warnings.

Valley Vista Services
Waste Disposal and Recycling
17445 East Railroad Street • City of Industry, California 91748 • (626) 961-6291 • Fax (626) 961-1105

August 24, 2026

BY E-MAIL

City of Fullerton
Department of Public Works
Attn: Michelle Duron, Solid Waste & Recycling Specialist
303 W Commonwealth Avenue
Fullerton, CA 92832
michelle.duron@cityoffullerton.com

SUBJECT: SB 1383 Compliance Certification – Solid Waste Management Services (RFP #2526-003)

Dear Ms. Duron:

In response to your email dated July 15, 2026, Valley Vista Services, Inc. ("Valley Vista" or "VVS") is providing this SB1383 Compliance Certification for the City of Fullerton's ("City's") Request for Proposals for Solid Waste Management Services (or the "RFP").

In light of the potential delay of award until October 30, 2026, VVS hereby certifies the following:

1. **Will the potential delay affect your ability to have all required new collection vehicles operational by July 1, 2027?**
   [REVISED] As an update to our response provided in our Best and Final Offer regarding new collection vehicles, we have reevaluated our previous commitments as well as discussed delivery timelines with our vendors. We are now able to guarantee all new collection vehicles by 7/1/2027.

2. **Will the potential delay affect your ability to have all required new containers delivered and in service by July 1, 2027?**
   [NO CHANGE] VVS is still able to deploy all required new containers prior to July 1, 2027.

3. **Will the potential delay affect your ability to fully implement all required SB 1383 collection**
   [NO CHANGE] VVS is still able to fully implement all required SB 1383 collection services on July 1, 2027.

Thank you again for the opportunity to provide further clarification, and we eagerly look forward to serving the residents and businesses of Fullerton.

Sincerely,

David M. Perez
President/CEO

Encl: Grand Central Recycling & Transfer Station, Inc. Commitment Letter (November 5, 2025)

Grand Central Recycling & Transfer Station

Solid Waste Recycling & Transfer

999 S Hatcher Avenue • City of Industry, California 91748 • (626) 855-5538 • Fax (626) 855-5507

November 5, 2025

Valley Vista Services, Inc.
Attn: David M. Perez, President/CEO
17445 E Railroad Street
City of Industry, CA 91748

SUBJECT: LETTER OF COMMITMENT – DISPOSAL AND PROCESSING CAPACITY FOR THE CITY OF FULLERTON'S SOLID WASTE

Dear Mr. Perez:

This letter confirms Grand Central Recycling & Transfer Station, Inc.'s (GCR) commitment to provide Valley Vista Services, Inc. (VVS) capacity for the acceptance, processing, and disposal of solid waste generated by the City of Fullerton (the "City"). We have reviewed the relevant sections of the City's Request for Proposals (#2526-RFP-003, or the "RFP") and confirm the availability of up to five hundred tons per day (500 TPD) of processing and disposal capacity for all solid waste.

GCR is a Large Volume Transfer/Processing Facility as permitted by CalRecycle. GCR is also designated a High Diversion Organic Waste Processing Facility enabling the processing of mixed-waste in compliance with State law and applicable regulations. Utilizing our new organic waste processing facility, we are able to divert organic waste tonnage at an average of 80%. The following table lists our facility information:

<table>
<tr><td>Name:
Grand Central Recycling & Transfer Station, Inc.</td><td>SWIS:
19-AA-1042</td><td>Max Throughput:
5,000 TPD</td><td rowspan="2">Accepted Waste:
Mixed Recyclables
Source Separated Recyclables
Mixed Municipal
Inert
Industrial
Green Materials
C&D Debris</td></tr>
<tr><td>Address:
999 S Hatcher Avenue, City of Industry, CA 91748</td><td>Activity:
Large Volume Transfer /Processing Facility</td><td>Status:
Permitted</td></tr>
</table>

GCR will make available said solid waste capacity upon commencement of VVS' collection services on July 1, 2027, and running through June 2047, provided the City executes a franchise agreement with your firm.

The provisions of this letter shall be governed by the laws of the State of California.

Sincerely,

Peter Perez
General Manager

SB 1383 Transition & Service Implementation Timeline

Valley Vista Services
Waste Disposal and Recycling Division

Implementation Activity	Month	Sep-26				Oct-26				Nov-26				Dec-26				Jan-27				Feb-27				Mar-27			
	Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Status Meetings with City			■				■				■				■				■				■				■		
Receive Customer Information from Incumbent Hauler		■	■	■	■	■	■	■	■																				
Negotiation and Coordination of Asset Switch/Purchase with Incumbernt Hauler		■	■	■	■	■	■	■	■																				
Import, Format and Verify Customer Information						■	■	■	■	■	■	■	■																
Develop Welcome Packet (Welcome Letter, Rate Sheet/Service Guide, SB 1383/Waste Sorting Outreach, Contact Information Card)		■	■	■	■					■	■	■	■																
Send Outreach & Notices to City for Approval										■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Introduction to New Hauler & Transition Notice Mailer														■	■	■	■	■	■	■	■								
Community Outreach Meeting Mailers & Notifications																										■	■	■	■
Commercial Site & Waste Assessments						■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Launch City-Specific Webpage										■	■	■	■	■	■	■	■												
Staff Training to Review Contract Requirements																		■	■	■	■								
Assignment of Day-to-Day Contact		■																											
Advertisement, Interview and Hiring of Personnel														■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Develop Cart & Bin Labeling										■	■																		
Audit Customer Service Levels																		■	■	■	■	■	■	■	■				
Order New Containers (Commercial & Residential)												■	■	■	■	■	■												
Order Collection Vehicles		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

Implementation Activity	Month	Apr-27				May-27				Jun-27				Jul-27				Aug-27				Sep-27				Oct-27			
	Week	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Status Meetings with City			■		■		■		■		■		■		■		■		■		■		■				■		
Delivery, Signage, and Testing of Collection Vehicles		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■								
Take Delivery of Containers(Commercial & Residential)		■	■	■	■	■	■	■	■	■	■	■	■																
Distribuion of New Collection Containers		■	■	■	■	■	■	■	■	■	■	■	■																
Commercial Waste Assessments		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Kitchen Pail Deliveries						■	■	■	■	■	■	■	■																
AB 1669 Hiring Process		■	■	■	■																								
Training of New Personnel		■	■	■	■	■	■	■	■	■	■	■	■																
Review Contract Requirements with VVS Staff										■	■	■	■																
Troubleshooting														■	■	■	■	■	■	■	■								
Send Outreach & Notices to City for Approval		■	■	■	■	■	■	■	■																				
Mail Welcome Packet										■																			
Customer Service Staffing @ City Hall										■	■	■	■	■	■	■	■	■	■	■	■								
Community Outreach Meetings		■				■				■				■				■				■							

Valley Vista Services
Waste Disposal and Recycling
17445 East Railroad Street • City of Industry, California 91748 • (626) 961-6291 • Fax (626) 961-1105

SB 1383 Transition & Service Implementation Schedule

October 2026 – July 1, 2027

Valley Vista Services (VVS) will begin transition work immediately once the contract is awarded. Our goal is to identify customer needs early, communicate changes well in advance, and make sure customers have the correct containers and services before July 1, 2027.

October 2026 – Transition Begins

Goal: Start the transition outreach, confirm customer information, and begin commercial and multifamily waste assessments.

- Meet with City staff (monthly) to review the transition schedule and priorities.
- Receive and review customer list and service information.
- Identify all multifamily properties and confirm property manager and contact information.
- Contact multifamily properties where information is missing or incomplete to obtain updated contact information for future outreach.
- Begin waste assessments for commercial and multifamily properties.
- Visit properties to review current service levels, container sizes, and collection frequency.
- Review container locations and available space.
- Identify properties with limited space, enclosure, or access issues.
- Identify customers that may need changes to their trash, recycling, or organics service.
- Begin planning collection routes.

November 2026 – Continue Waste Assessments

Goal: Continue reviewing commercial and multifamily properties to identify service needs.

- Meet with City staff (monthly) to review the transition schedule and priorities.
- VVS Prepares customer education materials and submits to city for approval.
- Continue commercial and multifamily waste assessments throughout the city.
- Confirm current container sizes and service levels.
- Identify customers that need additional or different containers.
- Identify locations where there may not be enough space for additional containers.
- Work on solutions for properties with space or access concerns.
- Prepare customer education materials
- Continue reviewing customer information for accuracy
- Continue developing collection routes and service areas.

December 2026 – Prepare for Customer Outreach

Goal: Continue assessments and prepare customers for the upcoming change.

- Meet with City staff (monthly) to review the transition schedule and priorities.
- Submit customer education materials to City for approval
- Continue commercial and multifamily waste assessments.
- Identify customers that will need individual follow-up because of space, access, or service concerns.
- Prepare the first citywide mailer announcing the upcoming change to VVS once outreach is approved by the city.

January 2027 – First Customer Mailer

Goal: Notify customers that their waste hauler is changing.

- Meet with City staff (monthly) to review the transition schedule and priorities.
- Send the first mass mailer to all customers.
- VVS sends email notifications
- VVS outreach post on social media
- VVS Conducts an internal company-wide Fullerton training and readiness meeting to review the new contract, City-specific service requirements, SB 1383 programs, customer service expectations, routes, and transition procedures with all VVS departments.
- Continuing commercial and multifamily waste assessments.

February 2027 – Confirm Services and Prepare for Community Meetings

Goal: Use the information collected during the waste assessments to prepare for implementation.

- Update Meeting with City staff (bi-weekly) to review the transition schedule and priorities.
- Prepare 2nd mailer, email notifications, social media- community meeting outreach
- Continue commercial and multifamily waste assessments.
- Develop the container delivery and exchange schedule.
- Finalize the community meeting schedule.
- Prepare presentations and educational materials for community meetings.
- Continue direct outreach to customers who will have significant service changes.

March 2027 – Community Meeting Outreach & Preparation

Goal: Notify customers about upcoming community meetings and prepare for meetings beginning in April.

- Meet with City staff bi-weekly to review the transition schedule and priorities.
- Coordinate with the City to finalize dates and locations for in-person and virtual community meetings.
- Schedule at least 10 community meetings to be held between April and June.
- Send outreach to residents, businesses, and multifamily customers with community meeting dates and information on how to participate.
- Promote community meetings through available City and VVS communication channels.
- Provide meeting information in multiple languages, as needed.
- Continue commercial and multifamily waste assessments.
- Continue direct outreach to property managers and businesses when additional information is needed.
- Continue identifying service, container, space, and access needs.

April 2027 – Community Meetings Begin

Goal: Begin meeting directly with customers and continue preparing accounts for the transition.

- Meet with City staff bi-weekly to review the transition schedule and priorities.
- Begin in-person and virtual community meetings throughout Fullerton.
- Introduce VVS and explain the services available to customers.
- Explain the upcoming waste hauler transition and any changes customers should expect.
- Provide information about trash, recycling, organics, bulky item collection, customer service, and other VVS programs.
- Answer questions from residents, businesses, property managers, and multifamily customers.
- Continue and complete commercial and multifamily waste assessments.
- Continue individual outreach to customers with space, access, or service concerns.
- Use feedback from community meetings to address customer questions and concerns before the start of service.

May 2027 – Community Meetings & Container Delivery

Goal: Continue customer outreach and begin placing containers for the new service.

- Meet with City staff bi-weekly to review the transition schedule and priorities.
- Continue in-person and virtual community meetings.
- Continue customer education and answer questions about the July 1 transition.
- Deliver food pails
- Deliver containers by service area to keep the transition organized.
- Provide SB 1383 information and service instructions with container deliveries.
- Confirm that customers receive the correct container sizes and quantities.
- Correct container delivery or account issues as they are identified.
- Continue working directly with properties that have space, enclosure, or access concerns.
- Review planned routes with drivers and operations staff.
- Continue reminding customers of the July 1, 2027, start date.

June 2027 – Final Customer Outreach & Transition Readiness

Goal: Complete community outreach, container delivery, and final preparations for the July 1 start of service.

- Meet with City staff bi-weekly to review final transition activities and address outstanding issues.
- VVS customer service staff support at City Hall
- Mail welcome packet
- Continue and complete the community meeting program, with at least 10 in-person and virtual meetings held between April and June.
- Send the third customer mailer in early June with additional transition information and specific account and service information.
- Deliver food pails
- VVS Operations team to conduct a total city sweep before starting the new contract.
- Complete remaining commercial/multifamily waste assessments and follow-up visits.
- Complete remaining container deliveries and exchanges.
- Implement City-wide abandoned item sweep and Downtown Enclosure improvements (“Operation Sparkle.”)

July 1, 2027 – Start of Service

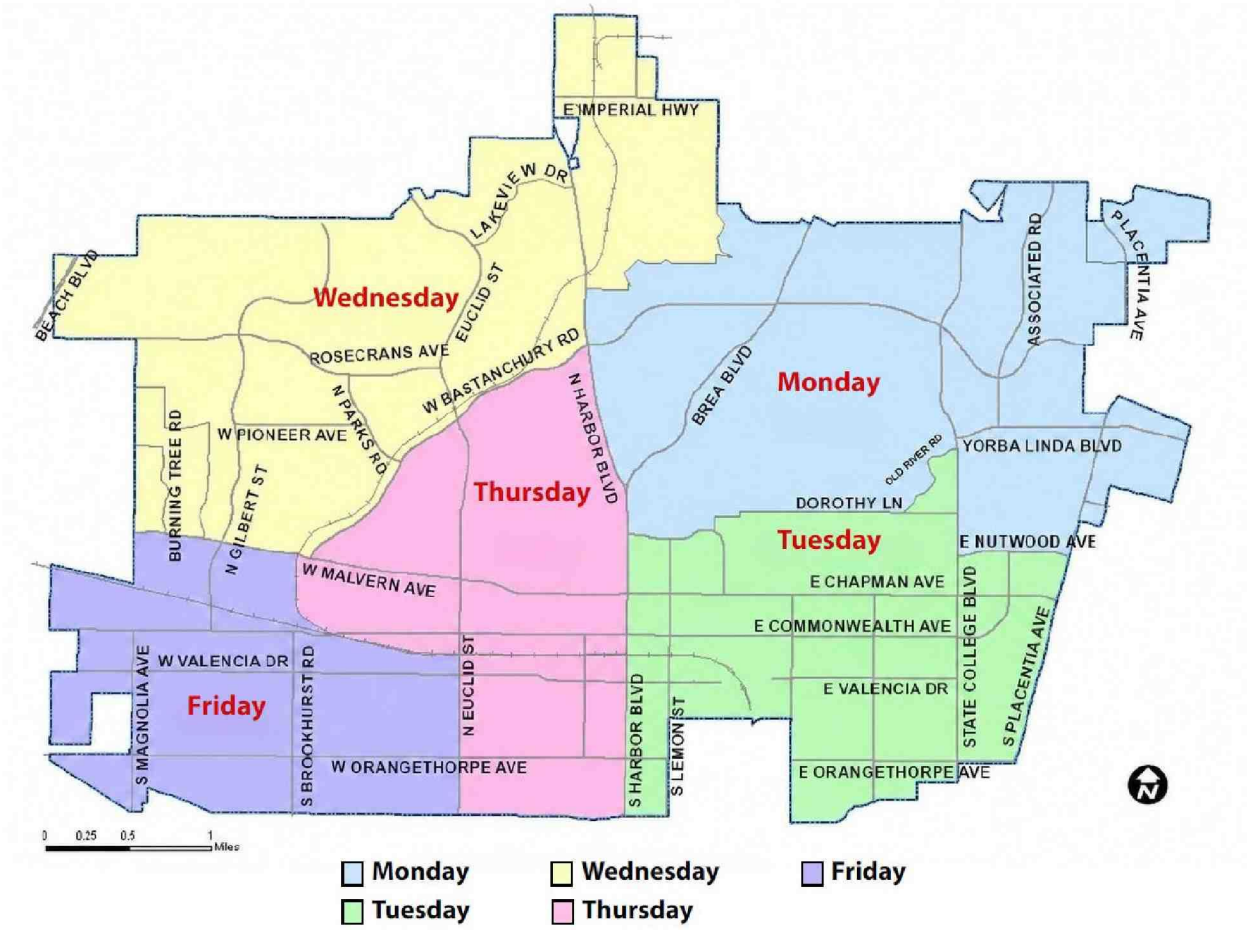
Goal: Begin VVS collection service and full SB 1383 program implementation.

- Meet with City staff (as needed) to review final transition activities and address outstanding issues.
- Begin VVS collection service throughout Fullerton.
- Begin all planned trash, recycling, and organics collection routes.
- Have additional customer service, operations, sustainability, and outreach staff available to assist customers during the transition.
- Monitor routes closely during the first weeks of service.
- Quickly address missed collections, container issues, account corrections, and customer questions.
- Continue customer education and outreach as needed.
- Keep the City informed of transition progress and any issues requiring attention.

Proposed Route Map

To ensure a seamless transition, customers will maintain their regular service schedule throughout the transition period. Following the completion of the transition, the proposed route map below will be implemented. Upon receipt of customer data, we will utilize further route optimization tools.

VVS is committed to facilitate a smooth transition while maintaining consistent and reliable service.



VALLEY VISTA SERVICES
WASTE DISPOSAL AND RECYCLING

Information For Fullerton Residents

Family-Owned Since 1957

For nearly 70 years, we have proudly served Southern California with a commitment to reliable service and strong community partnerships.

Safe. Reliable. Responsive.

Safety is at the heart of everything we do, and our commitment to protecting our employees and communities is reflected in our outstanding safety record.

Great Service. Great Value.

Our goal is to provide reliable service at competitive rates while delivering the best value for the community. Our proposal includes residential rates that are lower than Fullerton's current rates.

Local Customer Service

When you call us, you'll speak with a local customer service representative, not an outsourced call center.

Flexible Recycling Programs

VVS is home to Southern California's only state-certified high diversion organics waste processing facility, allowing us to offer flexible recycling solutions that can reduce costs, overcome space constraints, and meet California's recycling requirements.

Expert Recycling Support

Recycling doesn't have to be complicated. The VVS sustainability team offers free school presentations, business recycling training, community workshops and customized recycling signage to help residents, businesses, schools, and HOAs recycle with confidence.

Investing in Our Communities

We believe our responsibility goes beyond waste collection. Through local sponsorships, school education programs, neighborhood cleanups, and community events, we are proud to invest in the communities we serve.

Convenient Bulky Pick-Up Options

Purchased a new TV? Replacing an old mattress? Extra trash after a gathering?

VVS provides flexible solutions for those occasions when you have more than fits in your cart. We offer free bulky item pick-ups through our convenient online self-service form, dedicated bulky item email, live web chat, or by calling our customer service team.

OUR COMMITMENT

Valley Vista Services drivers do more than collect waste, they will help keep the community clean by delivering reliable service, identifying abandoned waste and other issues that impact neighborhoods. Combined with industry-leading customer service, we are proud to provide the exceptional service your community deserves. Together, we will help keep Fullerton clean, green, and thriving.

VALLEY VISTA SERVICES
WASTE DISPOSAL AND RECYCLING

ADDITIONAL BENEFITS FOR FULLERTON RESIDENTS

At Valley Vista Services, exceptional service is our standard.

Our proposal is designed to deliver greater value, enhanced services, and meaningful community benefits to Fullerton residents, including:

- **Brand-new** collection vehicles and containers
- **Free** street sweeping services, providing added value and contributing to an estimated $10 million in savings over the life of the contract
- **Unlimited on-call bulky item collection** for single-family and multifamily residents
- **15% reduction** in current residential rates
- **Senior discounts and free valet collection services** for qualifying customers
- **Free** mail-back sharps disposal program
- **Weekly organics collection,** including a complimentary kitchen food scrap pail for every household
- **Household Hazardous Waste (HHW)** community collection events
- **Annual** community recycling workshop events
- **For Fullerton, By Fullerton-**A partnership with Fullerton College to create career pathways in environmental services for local students

OUR COMMITMENT

Valley Vista Services drivers do more than collect waste, they will help keep the community clean by delivering reliable service, identifying abandoned waste and other issues that impact neighborhoods. Combined with industry-leading customer service, we are proud to provide the exceptional service your community deserves. Together, we will help keep Fullerton clean, green, and thriving.

California Environmental Protection Agency

Gavin Newsom
California Governor

Yana Garcia
Secretary for Environmental Protection

Zoe Heller
CalRecycle Director

Department of
Resources Recycling and Recovery

June 19, 2026

Michelle Duron
Solid Waste & Recycling Specialist
City of Fullerton
1580 West Commonwealth Avenue
Fullerton, CA 92833

Subject: Failure to Adhere to Schedule and Program of Actions in Corrective Action Plan 1205.SLCP.CAP.2023.3

Michelle Duron:

On March 28, 2023, the Department of Resources Recycling and Recovery's (CalRecycle) Jurisdiction and Agency Compliance and Enforcement Branch (JACE) approved Corrective Action Plan 1205.SLCP.CAP.2023.3 (CAP) for the City of Fullerton (Jurisdiction). Subsequently, on the dates of June 28, 2023, November 1, 2023, February 7, 2024, and February 21, 2025, JACE approved addendums to the CAP that modified the timeline and task requirements, pursuant to Section 4.5 of the CAP (see Attachment). No further addendums will be considered for the duration of this CAP.

The final compliance date is July 1, 2027.

During JACE's monitoring of the implementation of the CAP, JACE found that the Jurisdiction did not meet the task completion date for negotiating with the selected proposer(s) by April 1, 2026. In accordance with Section 3.I. of the CAP, failure to implement programs identified in the CAP may result in CalRecycle's revocation of the CAP and CalRecycle could begin the process for the imposing of administrative civil penalties. These penalties are described in Section 5 of the CAP and may be up to $10,000 per violation per day.

CalRecycle asks to meet with the Jurisdiction in July 2026 to discuss issues contributing to the missed milestone. Your JACE representative will be in contact to schedule the meeting.

If you have any questions, please do not hesitate to contact your JACE representative Amanda Jacobsen at Amanda.Jacobsen@CalRecycle.ca.gov or (916) 445-9414.

Sincerely,

Ashlee M. Yee, Branch Chief
Jurisdiction and Agency Compliance and Enforcement Branch

cc: Olivia Martinez, Environmental Services Coordinator, SLCP Primary Contact, City of Fullerton
Andrew Parrish, JACE Manager, CalRecycle
Amanda Jacobsen, JACE Environmental Scientist, CalRecycle
Marshalle Graham, Local Assistance and Market Development (LAMD) Branch Chief, CalRecycle
Karla Miller, LAMD Manager, CalRecycle
Mallory Burden, LAMD Supervisor, CalRecycle
Wendy Dunlap, LAMD Environmental Scientist, CalRecycle

Attachment: Corrective Action Plan and Complaint for Penalty 1205.SLCP.CAP.2023.3 with Approved Addendums

STATE OF CALIFORNIA

CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY

CORRECTIVE ACTION PLAN AND COMPLAINT FOR PENALTY
1205.SLCP.CAP.2023.3

Before:	The State of California Department of Resources Recycling and Recovery 1001 I Street Sacramento, CA 95814
In the Matter of:	City of Fullerton 303 W Commonwealth Avenue Fullerton, CA 92832

BACKGROUND AND PURPOSE

1. The California Department of Resources Recycling and Recovery is hereinafter referred to as "CalRecycle."

1.1 CalRecycle, in consultation with the California Air Resources Board, adopted regulatory requirements, consistent with the mandate of Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016), that are designed to achieve the organic waste reduction goals established in section 39730.6 of the Health and Safety Code through a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2025. The purpose of these reductions is to further the statewide effort to reduce emissions of short-lived climate pollutants (SLCP), including methane. These SLCP regulations are referred to hereinafter as the “Regulations” and can be found at Title 14 California Code of Regulations (CCR) sections 18981.1 through 18998.4. Cities, counties, and special districts are responsible for implementing these Regulations in their communities starting January 1, 2022.

1.2 The City of Fullerton is hereinafter referred to as "Jurisdiction." Jurisdiction is required to comply with the Regulations.

1.3 Jurisdiction is or expects to be facing continuing violations of the Regulations commencing during the 2022 calendar year, which could result in significant administrative civil penalties under the Regulations.

1.4 Senate Bill 619 (Laird, Chapter 508, Statutes of 2021), through amendments to section 42652.5 of the Public Resources Code (PRC), created a mechanism called a Notification of Intent to Comply through which a local jurisdiction may secure

administrative civil penalty relief from any continuing violations of the Regulations for the 2022 calendar year and may be eligible for a broader and longer-term regulatory compliance path, including suspended administrative civil penalties, through a Corrective Action Plan.

1.5 Under PRC section 42652.5(e), the Notification of Intent to Comply must include a description of proposed actions to remedy the violations, as well as a proposed schedule for those actions, that the Jurisdiction commits to undertake to remedy the violations.

1.6 The Notification of Intent to Comply is hereinafter referred to as “Notification.”

1.7 For violations taking more than 180 days to correct, PRC section 42652.2 allows CalRecycle to determine, in its sole discretion, that violations identified in a Notification may be addressed through a Corrective Action Plan issued pursuant to 14 CCR section 18996.2.

1.8 The Corrective Action Plan is hereinafter referred to as "CAP.”

1.9 For violations disclosed in the Notification approved by CalRecycle as meeting the requirements of PRC section 42652.5(e), CalRecycle shall waive administrative civil penalties during the 2022 calendar year if the Jurisdiction implements the proposed actions according to the approved Notification’s schedule of actions and, as applicable, approved CAP schedule of actions.

1.10 For violations disclosed in the Notification that commence during the 2022 calendar year and continue into the 2023 calendar year, administrative civil penalties may begin accruing as of January 1, 2023. SB 619 provides administrative civil penalties accruing on and after January 1, 2023, shall be waived upon complete compliance with an approved CAP schedule of action.

DETERMINATION OF VIOLATIONS

2. As authorized by PRC section 42652.5(c), the Jurisdiction notified CalRecycle of its ongoing or anticipated violations of the Regulations and the PRC through a Notification submitted February 28, 2022.

2.1 CalRecycle reviewed the Jurisdiction's Notification, its description of the Jurisdiction’s disclosed violations of the Regulations, and proposed actions and schedule for those actions to remedy those violations for compliance with PRC section 42652.5(e). CalRecycle approved the Notification’s proposed actions and schedule of actions, as modified by this CAP.

2.2 The Jurisdiction’s Notification identified the following violations of the Regulations as follows:

2.2.1 The Jurisdiction is and has been in violation of 14 CCR section 18984.1 in that since January 1, 2022, the Jurisdiction has not provided three-container organic waste collection service to all residential and commercial generators and has not included food scrap collection service in the three-container collection system provided to all residential and commercial generators.

2.2.2 The Jurisdiction is and has been in violation of 14 CCR section 18984.4 in that since January 1, 2022, the Jurisdiction has not met recordkeeping requirements for compliance with Organic Waste Collection Services.

2.2.3 The Jurisdiction is and has been in violation of 14 CCR section 18984.5 in that since January 1, 2022, the Jurisdiction has not conducted container contamination minimization for the residential or commercial sector.

2.2.4 The Jurisdiction is and has been in violation of 14 CCR section 18984.6 in that since January 1, 2022, the Jurisdiction has not met recordkeeping requirements for compliance with container contamination minimization.

2.2.5 The Jurisdiction is and has been in violation of 14 CCR section 18984.8 in that since January 1, 2022, the Jurisdiction has not distributed new containers with proper container labeling.

2.2.6 The Jurisdiction is and has been in violation of 14 CCR section 18984.11 in that since January 1, 2022, the Jurisdiction has not verified each waived generator is eligible for a waiver.

2.2.7 The Jurisdiction is and has been in violation of 14 CCR section18984.14. in that since January 1, 2022, the Jurisdiction has not met recordkeeping requirements for jurisdiction-issued waivers and exemptions.

2.2.8 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not provided education and outreach to organic waste generators that are provided an organic waste collection service, including self-haulers, or the information provided did not comply with the requirements.

2.2.9 The Jurisdiction is and has been in violation of 14 CCR section 18985.1 in that since February 1, 2022, the Jurisdiction has not translated educational materials into any non-English language spoken by a substantial number of the public provided organic waste collection services by the Jurisdiction.

2.2.10 The Jurisdiction is and has been in violation of 14 CCR section 18985.2 in that since February 1, 2022, the Jurisdiction has not provided education and outreach to commercial edible food generators, or the information provided did not comply with the requirements.

2.2.11 The Jurisdiction is and has been in violation of 14 CCR, section 18985.3 in that since January 1, 2022, the Jurisdiction has not included all relevant documents supporting compliance with Article 4 (Education and Outreach) of the Regulations in the Implementation Record as required by section 18995.2.

2.2.12 The Jurisdiction is and has been in violation of Title 14 CCR section 18991.1 in that since January 1, 2022, the Jurisdiction has not implemented an edible food recovery program that includes action to accomplish the following:

a. Educate commercial edible food generators as set forth in section 18985.2.
b. Increase commercial edible food generator access to food recovery organizations and food recovery services.
c. Monitor commercial edible food generator compliance as required in Article 14 of the Regulations.
d. Increase edible food recovery capacity if the analysis required by section 18992.2 indicates that the jurisdiction does not have sufficient capacity to meet its edible food recovery needs.

2.2.13 The Jurisdiction is and has been in violation of 14 CCR section 18991.2 in that since January 1, 2022, the Jurisdiction has not included all documents supporting compliance with section 18991.1 in the Implementation Record required by section 18995.2.

2.2.14 The Jurisdiction is and has been in violation of 14 CCR section 18993.1 in that since January 1, 2022, the Jurisdiction has not procured recovered organic waste products to meet or exceed its current annual recovered organic waste product procurement target.

2.2.15 The Jurisdiction is and has been in violation of 14 CCR section 18993.2 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.

2.2.16 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not procured paper products, and printing and writing paper, consistent with the requirements of sections 22150-22154 of the Public Contract Code.

2.2.17 The Jurisdiction is and has been in violation of 14 CCR section 18993.3 in that since January 1, 2022, the Jurisdiction has not required all businesses from whom it purchases paper products and printing and writing paper to comply with the requirements of that section.

2.2.18 The Jurisdiction is and has been in violation of 14 CCR section 18993.4 in that since January 1, 2022, the Jurisdiction has not included all documents supporting its compliance with Article 12 of the Regulations in the implementation record required by section 18995.2.

2.2.19 The Jurisdiction is and has been in violation of 14 CCR section 18995.1 in that since January 1, 2022, the Jurisdiction has not established an inspection and enforcement program designed to ensure overall compliance with the Regulations.

2.2.20 The Jurisdiction is and has been in violation of 14 CCR section 18995.1 in that since January 1, 2022, the Jurisdiction has not conducted a compliance review of all solid waste collection accounts for commercial businesses

generating two cubic yards or more of solid waste per week, including organic waste.

The Jurisdiction shall also determine compliance with:

a. Organic waste generator requirements set forth in section 18984.9(a).
b. Self-hauling requirements pursuant to section 18988.3, including whether a business is complying through back-hauling organic waste.

2.2.21 The Jurisdiction is and has been in violation of 14 CCR section 18995.1 in that since April 1, 2022, the Jurisdiction has not conducted annual route reviews of commercial businesses and residential generators for compliance with organic waste generator requirements set forth in section 18984.9(a) and container contamination requirements set forth in section 18984.5.

2.2.22 The Jurisdiction is and has been in violation of Title 14 CCR section 18995.1 in that since January 1, 2022, the Jurisdiction has not conducted inspections of Tier One commercial edible food generators and food recovery organizations and services for compliance.

2.2.23 The Jurisdiction is and has been in violation of Title 14 CCR section 18995.2 in that since January 1, 2022, the Jurisdiction has not maintained all records required in the Implementation Record.

2.2.24 The Jurisdiction is and has been in violation of Title 14 CCR section 18995.2 in that since January 1, 2022, the Jurisdiction has not included the following in the Implementation Record:

a. A copy of all ordinances or other similarly enforceable mechanisms, contracts, and agreements, as required by the Regulations.
b. A written description of the Jurisdiction's inspection and enforcement program that it uses to comply with sections 18995.1 and 18995.4.
c. All organic waste collection service records required by section 18984.4.
d. All contamination minimization records required by section 18984.6.
e. All waiver and exemption records required by section 18984.14.
f. All education and outreach records required by section 18985.3.
g. All hauler program records required by section 18988.4.
h. All jurisdiction edible food recovery program records required by section 18991.2.
i. All recovered organic waste procurement target records required by section 18993.2.
j. All recycled content paper procurement records required by section 18993.4.
k. All inspection, route review, and compliance review documents generated pursuant to the requirements of section 18995.1(d).
l. All records of enforcement actions undertaken pursuant to the Regulations.
m. All records of complaints and investigations of complaints required by section 18995.3 and compliance with the Jurisdiction’s inspection and

enforcement requirements of sections 18995.1.

2.3 CalRecycle accepted the Jurisdiction's self-reported Notification and characterization of its violations therein. CalRecycle has not undertaken a compliance review of Jurisdiction, and thus CalRecycle's approval of the Notification or this CAP should not be taken as an indication that Jurisdiction is in full compliance with Regulations in other respects. CalRecycle will be undertaking a compliance review of all jurisdictions in the future.

SCHEDULE FOR COMPLIANCE

3. Based on the foregoing DETERMINATION OF VIOLATIONS, CalRecycle finds that:
   a. The Jurisdiction worked with CalRecycle to develop this CAP, which includes schedule of actions necessary for the Jurisdiction to achieve address the violations disclosed in the Notification and described in Section 2 (Determination of Violations) above.
   b. CalRecycle hereby approves and issues this CAP pursuant to PRC section 42652.5(c)-(e) and Title 14 CCR section 18996.2.
   c. The Jurisdiction will fully implement the programs identified in this CAP by the dates provided in the Section 3.2 below.
   d. CalRecycle will monitor the Jurisdiction's continued implementation of the programs identified in the CAP from March 28, 2023 through March 31, 2024 ("the oversight period") to assure implementation is complete and timely. The oversight period may be extended at the discretion of CalRecycle if any extensions to the Schedule are granted as described below in Sections 4.4 and 4.5.
   e. During the oversight period, the Jurisdiction will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the Jurisdiction is making on remedying the violations described above.
   f. During the oversight period, the Jurisdiction will provide bimonthly status reports to CalRecycle:

      Report Cycle
      Report 1: May 31, 2023, covering March 1, 2023 – April 30, 2023
      Report 2: July 31, 2023, covering May 1, 2023 – June 30, 2023
      Report 3: September 30, 2023, covering July 1, 2023 – August 31, 2023
      Report 4: November 30, 2023, covering September 1, 2023 – October 31, 2023
      Report 5: January 31, 2024, covering November 1, 2023 – December 31, 2023
      Report 6: March 31, 2024, covering January 1, 2024 – March 1, 2024

g. The status reports are to be used to document the status and work completed for each of the identified tasks in the CAP. For each task in the CAP, the Jurisdiction will explain the status of the task, specifying what actions have been taken to complete the task.
h. If the work has been delayed or has not been completed, the Jurisdiction will explain the reason(s) for the delay/incompletion. The Jurisdiction will also attach any previously submitted extension requests made pursuant to section 4.4 of this CAP and any extensions granted pursuant to section 4.5 of this CAP, using additional sheets as necessary for the report. CalRecycle may consider the explanation in deciding whether to allow the Jurisdiction to continue to operate under the Notification and CAP or to revoke approval of the Notification and CAP pursuant to PRC section 42652.5(d).
i. During the oversight period, the Jurisdiction will meet with CalRecycle telephonically or via other remote electronic means (such as Teams or Zoom) bimonthly to provide interim progress updates on the following schedule:

   Meeting Cycle
   Meeting 1: During April 2023
   Meeting 2: During June 2023
   Meeting 3: During August 2023
   Meeting 4: During October 2023
   Meeting 5: During December 2023
   Meeting 6: During February 2024

j. The status meetings are to be used to discuss the most recent status report and to discuss interim progress made by the Jurisdiction on each of the identified tasks in the CAP.
k. Prior to the close of the oversight period, CalRecycle may undertake a compliance review or field visit to supplement other status reporting.
l. At any time prior to the conclusion of the oversight period, if CalRecycle determines the Jurisdiction has failed to implement the programs identified in the Notification and CAP, has failed to participate in status reporting during the oversight period, has substantially misrepresented its progress in status reporting, or has substantially failed to make interim progress on Tasks set out in Section 3.2 for four consecutive reporting periods, CalRecycle may immediately issue a notice revoking its approval of the Notification and CAP and indicating its intent to impose penalties as provided in PRC section 42652.5. Title 14 CCR sections 18997.3, 18997.5, and 18997.6 and PRC section 42652.5 governs the process and considerations CalRecycle will utilize in calculating and assessing administrative civil penalties against the Jurisdiction, which may be up to $10,000 per day per violation.

3.1 Based on the foregoing DETERMINATION OF VIOLATIONS, it is hereby ordered that the Jurisdiction will implement the actions described below in accordance with the compliance deadlines contained in the schedule of actions to remedy violations as set forth in Section 3.2 below.

3.2 Schedule and Program of Actions

Section 18984.1 Three-Container Organic Waste Collection Services
The Jurisdiction will provide three-container collection service to all residences.

Task #	Description	Target Completion Date
TASK 1	The Jurisdiction will conclude on-going negotiations with the hauler (negotiations began in 2021).	5/1/2023
TASK 2	The Jurisdiction will complete revisions to the franchise agreement for collection and processing.	6/1/2023
TASK 3	The Jurisdiction will finalize and implement rate adjustments with the hauler.	7/1/2023
TASK 4	The Jurisdiction will require and verify the hauler will purchase additional collection vehicles.	9/1/2023
TASK 5	The Jurisdiction will require and verify the hauler will purchase additional organic waste and recycling collection containers.	9/1/2023
TASK 6	The Jurisdiction will, and will require and verify the hauler will, modify collection routes.	9/1/2023
TASK 7	The Jurisdiction will require and verify the hauler will distribute organics recycling collection containers to all residences that do not currently have one.	12/31/2023
TASK 8	The Jurisdiction will provide three-container waste collection service to all residential customers that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11, 18984.12, or other provision of the Regulations, or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are sorted into the containers properly by generators.	3/1/2024

The Jurisdiction will provide three-container collection service to all commercial generators.

Task #	Description	Target Completion Date
TASK 9	The Jurisdiction will develop an enforcement ordinance or other enforceable mechanism requiring compliance with organic waste collection service and present to Council.	1/18/2023 (Task completion to be verified)
TASK 10	The Jurisdiction will adopt an enforcement ordinance or other enforceable mechanism requiring compliance with organic waste collection service.	1/18/2023 (Task completion to be verified)
TASK 11	The Jurisdiction will find a facility to accept mixed organic waste. • This list of facilities will be included in the amendment to the franchise agreement.	1/18/2023 (Task completion to be verified)
TASK 12	The Jurisdiction will require and verify the hauler will purchase additional collection vehicles.	8/1/2023
TASK 13	The Jurisdiction will require and verify the hauler will purchase additional organic waste and recycling collection containers.	9/1/2023
TASK 14	The Jurisdiction will, and will require and verify the hauler will, modify collection routes.	9/1/2023
TASK 15	The Jurisdiction will require and verify the hauler will distribute organics recycling collection containers to all commercial businesses. **Task 15a**: 25% roll out. **Task 15b**: 25% roll out. **Task 15c**: 50% or remaining percent roll out.	Task 15a: 10/31/2023 Task 15b: 12/31/2023 Task 15c: 3/1/2024

TASK 16	The Jurisdiction will provide three-container waste collection service to all commercial customers that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11, 18984.12, or other provision of the Regulations, or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are sorted into the containers properly by generators.	3/1/2024

Section 18984.4 Recordkeeping Requirements for Compliance with Organic Waste Collection Services

The Jurisdiction will document or keep records for compliance with Organic Waste Collection Services.

Task #	Description	Target Completion Date
TASK 17	The Jurisdiction will establish a system for documenting organic waste collection services for recordkeeping and reporting. The Jurisdiction will Include the following information and documents in the Implementation Record: 1. A description of which collection method(s) it will use to comply. 2. The geographical area for each collection method. 3. If using a service that requires the contents of containers provided by the jurisdiction to be transported to a high diversion organic waste processing facility, the jurisdiction shall at a minimum: • List all high diversion organic waste processing facilities used by the jurisdiction. • List all approved haulers in the jurisdiction that are allowed to take organic waste to the jurisdiction's identified high diversion organic waste processing facility or facilities. • The geographical area the hauler(s) serves, the routes serviced, or a list of addresses served. 4. If allowing compostable plastics to be placed in the green container, a copy of written notification received from each facility serving the jurisdiction indicating that the facility recovers that material. 5. If allowing organic waste to be collected in plastic bags, a copy of written notification received from each facility	10/1/2023

	serving the jurisdiction indicating that the facility can process and remove plastic bags when it recovers source separated organic waste.	

Section 18984.5 Container Contamination Minimization
The Jurisdiction will monitor generator using a three-container or two-container organic waste collection service for contaminants.

Task #	Description	Target Completion Date
TASK 18	The Jurisdiction has determined it will use route reviews to monitor container contaminants. **Minimum requirements - Route reviews** • All hauler routes must be reviewed annually. • Containers may be randomly selected along a hauler route. Not required that every container on a hauler route be sampled annually.	1/1/2023 (Task completion to be verified)
TASK 19	The Jurisdiction will require and verify the hauler will develop a schedule for conducting route reviews.	9/1/2023
TASK 20	The Jurisdiction will establish a system for notifying generators of violations. **Route reviews:** • The contamination notice will, at a minimum, include information regarding the generator's requirement to properly separate materials into the appropriate containers. • The contamination notice may be left on the generator's container, gate, or door at the time the violation occurs, and/or be mailed, e-mailed, or electronically messaged to the generator.	11/1/2023
TASK 21	The Jurisdiction will require and verify the hauler will conduct route reviews.	12/31/2023
TASK 22	The Jurisdiction will perform container contamination minimization for all routes that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11 and 18984.12 (a) and (c), or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of section 18988.3.	12/31/2023

Section 18984.6 Recordkeeping Requirements for Container Contamination Minimization

The Jurisdiction will keep records of the number of residential or commercial violations identified and number of notices issued.

Task #	Description	Target Completion Date
TASK 23	The Jurisdiction will document the methods used to monitor container contaminants.	10/1/2023
TASK 24	The Jurisdiction will establish a system for documenting route reviews conducted and tracking the violations for recordkeeping and reporting. The Jurisdiction will include the following information and documents in the Implementation Record: 1. A description of the jurisdiction's process for determining the level of container contamination. 2. Documentation of route reviews conducted, if applicable. 3. Copies of all notices issued to generators with prohibited container contaminants. 4. Documentation of the number of containers where the contents were disposed due to observation of prohibited container contaminants.	10/1/2023
TASK 25	The Jurisdiction will begin documenting contamination minimization efforts and tracking number of violations.	10/1/2023

Section 18984.8 Container Labeling Requirements

The Jurisdiction will distribute new containers with proper container labeling.

Task #	Description	Target Completion Date
TASK 26	The Jurisdiction will develop labeling or use model labeling provided by CalRecycle for use on containers. 1. Labels on containers must include language or graphic images or both indicating the primary materials accepted and the primary materials prohibited in that container, OR 2. Containers must include imprinted text or graphic images indicating the primary materials accepted and the primary materials prohibited in that container.	9/1/2023

TASK 27	The Jurisdiction will require and verify the hauler will label each new container or lid provided to generators. • Labels will be consistent with the applicable container collection requirements specifying what materials are allowed to be placed in each container.	9/1/2023

Section 18984.11 Waivers
The Jurisdiction will verify each waived generator is eligible for a waiver.

Task #	Description	Target Completion Date
TASK 28	The Jurisdiction will establish a procedure for verifying eligibility for waivers and granting waivers.	9/1/2023
TASK 29	The Jurisdiction will implement its waiver program.	3/1/2024

Section 18984.14 Recordkeeping Requirements for Waivers and Exemptions
The Jurisdiction will establish recordkeeping for waivers and exemptions.

Task #	Description	Target Completion Date
TASK 30	The Jurisdiction will use a system for documenting and compiling records related to waivers and exemptions for recordkeeping and reporting, such as Recyclist software.	9/1/2023
TASK 31	The Jurisdiction will begin documenting and compiling waiver and exemption records.	3/1/2024

Section 18985.1 Organic Waste Recovery Education and Outreach
The Jurisdiction will provide organic waste recovery education and outreach to residential/commercial generators.

Task #	Description	Target Completion Date
TASK 32	The Jurisdiction will post the education information on its website and update as needed. The information will be specific to the Jurisdiction's residential and commercial programs and provide compliance options, contact information for the franchise hauler, and edible food recovery programs.	10/1/2023

TASK 33	The Jurisdiction will require and verify the hauler will post and maintain organic waste recovery information and edible food donation program information on its website.	10/1/2023
TASK 34	The Jurisdiction will send letters to covered residential/commercial generators providing organic waste recovery information.	12/1/2023
TASK 35	The Jurisdiction will mail a program flyer/brochure/letter to all residential/commercial generators to provide education on organics and explain the jurisdiction's program including types of organic materials accepted and the franchise hauler's contact information.	12/1/2023
TASK 36	The Jurisdiction will provide organic waste recovery education and outreach to residential/commercial generators. • Information on the organic waste generator's requirements to properly separate materials in appropriate containers pursuant to Chapter 12 of the Regulations. • Information on methods for: the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste. • Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery the organic waste collection service uses. • Information regarding how to recover organic waste and a list of approved haulers. • Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste. • Information regarding programs for the donation of edible food. If a jurisdiction allows generators subject to its authority to self-haul organic waste pursuant to Section 18988.1, information regarding self-hauling requirements will be included in education and outreach material.	12/31/2023
TASK 37	The Jurisdiction will conduct at least one community meeting with residential generators.	1/1/2024
TASK 38	The Jurisdiction will host at least one workshop with commercial generators, targeting the following organizations: Homeowner's Associations and Chamber of Commerce.	1/1/2024

TASK 39	The Jurisdiction will require and verify the hauler will conduct meetings/site visits with commercial generators.	1/1/2024
TASK 40	The Jurisdiction will conduct meetings/site visits with commercial generators based on a prioritized the list of commercial generators that request to be right-sized containers.	3/1/2024
TASK 41	The Jurisdiction will provide outreach and education to organic waste generators that are provided organic waste collection services or self-haul within the jurisdiction, that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11 and 18984.12 (a) and (c). (Note: A jurisdiction may still have a separate obligation under the Mandatory Commercial Recycling (MCR) and Mandatory Organics Recycling (MORe) laws—Public Resources Code (PRC) Sections 42649.3 (d) and 42649.82 (d)(1)(C)—that is separate and independent of SB 1383, the SB 1383 Regulations, and this plan.)	3/1/2024

The Jurisdiction will translate educational materials into any non-English language spoken by a substantial number of the public with organic waste collection services provided by the Jurisdiction.

Task #	Description	Target Completion Date
TASK 42	The Jurisdiction will identify the non-English languages spoken by a substantial number of the public: Spanish, Korean, and English.	1/1/2023 (Task completion to be verified)
TASK 43	The Jurisdiction/designee will translate the following educational materials: website (with translation feature).	7/1/2023
TASK 44	The Jurisdiction will post the translated educational materials and use QR codes for distribution of information.	7/1/2023

Section 18985.2 Edible Food Recovery Education and Outreach

The Jurisdiction will provide education and outreach to all residential and commercial generators.

Task #	Description	Target Completion Date

TASK 45	The Jurisdiction will develop and maintain a list of food recovery organizations and food recovery services operating within the jurisdiction on the jurisdiction's website. The list will include the following information about each food recovery organization and each food recovery service: • Name and physical address. • Contact information. • Collection service area. • An indication of types of food the food recovery service or organization can accept for food recovery.	1/1/2023 (Task completion to be verified)
TASK 46	The Jurisdiction will require and verify the hauler will maintain edible food recovery information on its website.	8/1/2023
TASK 47	The Jurisdiction will update the list of food recovery organizations and food recovery services operating within the jurisdiction on its website.	12/1/2023

The Jurisdiction will provide education and outreach to commercial edible food generators at least annually.

Task #	Description	Target Completion Date
TASK 48	The Jurisdiction will identify/contract with designee to implement education and outreach requirements through the amended agreement.	10/1/2023
TASK 49	The Jurisdiction will send flyer/brochure/letter annually to all commercial edible food generators with the following: (A) Information about the jurisdiction's edible food recovery program established pursuant to Section 18991.1. (B) Information about the commercial edible food generator requirements specified in Article 10 of Chapter 12 of the Regulations. (C) Information about food recovery organizations and food recovery services operating within the jurisdiction, and where a list of those food recovery organizations and food recovery services can be found. (D) Information about actions that commercial edible food generators can take to prevent the creation of food waste.	10/1/2023

TASK 50	The Jurisdiction will include edible food recovery information in various organic waste recovery education and outreach utilized by the jurisdiction: • Electronic (such as email, e-newsletter). • Print (such as flyer/brochure/letter). • Direct Contact (such as annual site visit).	12/31/2023

Section 18985.3 Recordkeeping Requirements for a Jurisdiction's Compliance with Education and Outreach

The Jurisdiction will establish recordkeeping for compliance with Education and Outreach requirements.

Task #	Description	Target Completion Date
TASK 51	The Jurisdiction will establish a system for documenting and compiling records related to education and outreach requirements for recordkeeping and reporting.	10/1/2023
TASK 52	The Jurisdiction will begin tracking and compiling documentation in the Implementation Record and will include at a minimum: • Copies of the information provided to comply with Article 4 of the Regulations, including flyers, brochures, newsletters, invoice messaging, and website and social media postings. • The date, and to whom the information was disseminated, or direct contact made. If a jurisdiction provides mass distribution through mailings, or bill inserts, it will provide the date, a copy of the information, and the type and number of accounts receiving the information. • If the requirements of Article 4 of the Regulations were met solely through electronic media, the record will include a copy, with dates posted, of social media posts, e-mails or other electronic messages. If a jurisdiction relies on a designee to comply with this section, it will include a copy of the materials distributed by the designee.	12/31/2023

Section 18991.1 Jurisdiction Edible Food Recovery Program

The Jurisdiction will implement all aspects of its Edible Food Recovery Program.

Task #	Description	Target Completion Date
TASK 53	The Jurisdiction will educate commercial edible food generators. (see Edible Food Recovery Education and Outreach above) • Develop a list of food recovery and food recovery services operating within the jurisdiction and maintain the list on the jurisdiction's website. The list will be updated annually and include, at a minimum, the following information about each food recovery organization and each food recovery service: o Name and physical address. o Contact information. o Collection service area. o An indication of types of food the food recovery service or organization can accept for food recovery.	12/1/2023
TASK 54	The Jurisdiction will increase commercial edible food generator access to food recovery organizations and food recovery services.	12/1/2023
TASK 55	The Jurisdiction will monitor commercial edible food generator compliance and enforce the commercial edible food generator requirements.	12/1/2023
TASK 56	If the Jurisdiction does not have sufficient capacity to meet its edible food recovery needs, the Jurisdiction will increase edible food recovery capacity through the following examples which may include, but not be limited to: • Purchasing refrigeration equipment and vehicles. • Purchasing new kitchen equipment. • Using food donation matching software. • Leveraging partnerships with other food recovery organizations. • Hiring staff and drivers. • Training more volunteers. • Using education and outreach to recruit new volunteers.	3/1/2024

Section 18991.2 Recordkeeping Requirements for Jurisdiction Edible Food Recovery Program

The Jurisdiction will establish recordkeeping for compliance with jurisdiction edible food recovery program.

Task #	Description	Target Completion Date
TASK 57	The Jurisdiction will establish a system for documenting and compiling records related to the edible food recovery program for recordkeeping and reporting.	12/1/2023
TASK 58	The Jurisdiction will begin tracking and compiling documentation and include the following at a minimum. • A list of commercial edible food generators in the jurisdiction that have a contract or written agreement with food recovery organizations or services pursuant to section 18991.3. • A list of food recovery organizations and food recovery services in the jurisdiction and their edible food recovery capacity. • Documentation of the actions taken to increase edible food recovery capacity.	1/1/2024

Section 18993.1 Recovered Organic Waste Product Procurement Target
The Jurisdiction will procure organic waste products to meet its procurement target.

Task #	Description	Target Completion Date
TASK 59	The Jurisdiction will annually procure a quantity of recovered organic waste products that meets or exceeds its current annual recovered organic waste product procurement by the following: • Directly procuring recovered organic waste products for use or giveaway. • Requiring, through a written contract or agreement, that a direct service provider to the jurisdiction procure recovered organic waste products and provide written documentation of such procurement to the jurisdiction.	12/31/2023
TASK 60	The Jurisdiction will identify additional procurement opportunities within its departments and divisions for expanding the use of recovered organic waste products.	7/1/2023
TASK 61	The Jurisdiction will meet regulatory procurement targets established by CalRecycle pursuant to 14 CCR section 18993.1; enforcement of this provision by CalRecycle will be consistent with the legislative directives in PRC section 42652.5 (a)(5)(B) and 42652.6, as amended in AB 1985 (R. Rivas, Chapter 344, Statutes of 2022).	3/1/2024

Section 18993.2 Recordkeeping Requirements for Recovered Organic Waste Procurement Target

The Jurisdiction will establish recordkeeping related to recovered organic waste procurement.

Task #	Description	Target Completion Date
TASK 62	The Jurisdiction will include all documents supporting compliance with Article 12 of the Regulations in the implementation record including, but not limited to, the following: • A description of how the jurisdiction will comply with the requirements of Article 12 of the Regulations. • The name, physical location, and contact information of each entity, operation, or facility from whom the recovered organic waste products were procured, and a general description of how the product was used, and if applicable, where the product was applied. • All invoices or similar records evidencing all procurement. • If including procurement of recovered organic waste products made by a direct service provider to comply with the procurement requirements of section 18993.1(a), the jurisdiction will include all records of procurement of recovered organic waste products made by the direct service provider on behalf of the jurisdiction including invoices or similar records evidencing procurement. • If a jurisdiction will include renewable gas procured from a POTW for any of the uses identified in section 18993.1(f)(2) to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the POTW, under penalty of perjury in a form and manner determined by the jurisdiction, attesting to the following for the applicable procurement compliance year: ○ (A) That the POTW was in compliance with the exclusion in Section 17896.6(a)(1); ○ (B) The total tons of organic waste received from the types of solid waste facilities listed in Section 18993.1(h)(1); and ○ (C) The percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal.	12/1/2023

	• If a jurisdiction will include electricity procured from a biomass conversion facility to comply with the procurement mandate of Section 18993.1(a), a written certification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 18993.1(i) will be provided to the jurisdiction. The certification will be furnished under penalty of perjury in a form and manner determined by the jurisdiction. • If the Jurisdiction is implementing the procurement requirements of Section 18993.1 through an adjusted recovered organic waste product procurement target pursuant to Section 18993.1(j), the jurisdiction will include records evidencing the 6 total amount of transportation fuel, electricity, and gas for heating applications procured during the calendar year prior to the applicable reporting period. For jurisdictions complying with the requirements of Section 18993.1, through the procurement of mulch, a copy of the ordinance or similarly enforceable mechanism the jurisdiction has adopted requiring that mulch procured by the jurisdiction, or a direct service provider, meets the land application standards specified in Section 18993.1.	

Section 18993.3 Recycled Content Paper Procurement Requirements
The Jurisdiction will procure paper products, and printing and writing paper, consistent with the Requirements.

Task #	Description	Target Completion Date
TASK 63	The Jurisdiction will research and identify vendors with paper products meeting the requirements of sections 22150-22154 of the Public Contract Code and ensure paper products and printing and writing paper is eligible to be labeled with an unqualified recyclable label as defined in Code of Federal Regulations (CFR) Section 260.12.	8/1/2023
TASK 64	The Jurisdiction will procure paper products, and printing and writing paper meeting the Requirements.	9/1/2023

TASK 65	The Jurisdiction will require all businesses from whom the jurisdiction purchases paper products and printing and writing paper to certify in writing: • The minimum percentage, if not the exact percentage, of postconsumer material in the paper products and printing and writing paper offered or sold to the jurisdiction. ○ The Jurisdiction may waive the certification requirement if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website. • That the paper products and printing and writing paper offered or sold to the jurisdiction is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.	12/1/2023

Section 18993.4 Recordkeeping Requirements for Recycled Content Paper Procurement

The Jurisdiction will establish recordkeeping related to recycled content paper procurement.

Task #	Description	Target Completion Date
TASK 66	The Jurisdiction will establish a system for tracking purchases for recordkeeping and reporting.	12/1/2023
TASK 67	The Jurisdiction will begin tracking and compiling documentation, including but not limited to the following: a) Copies of invoices, receipts or other proof of purchase that describe the procurement of paper products by volume and type for all paper purchases. b) Copies of all certifications or other verification required.	3/1/2024

Section 18995.1 Jurisdiction Inspection Requirements

The Jurisdiction will establish an inspection and enforcement program designed to ensure overall compliance with Regulations.

Task #	Description	Target Completion Date
TASK 68	The Jurisdiction will develop an inspection and enforcement program to ensure overall compliance with Regulations.	12/1/2023

TASK 69	The Jurisdiction will begin implementing the inspection and enforcement program.	1/1/2024

The Jurisdiction will complete a compliance review of all solid waste collection accounts for commercial businesses.

Task #	Description	Target Completion Date
TASK 70	The Jurisdiction will complete a compliance review of all solid waste accounts for commercial businesses subject to its authority and that generate two cubic yards or more per week of solid waste, including organic waste. The Jurisdiction will determine compliance with: • Organic waste generator requirements set forth in Section 18984.9(a). • Self-haul requirements set forth in Section 18988.3, including whether a business is complying through back-hauling organic waste.	12/31/2023

The Jurisdiction will conduct route reviews.

Task #	Description	Target Completion Date
TASK 71	The Jurisdiction will conduct annual route reviews of commercial businesses and residential generators for compliance with organic waste generator requirements and container contamination requirements.	12/31/2023

Section 18995.2 Implementation Record and Recordkeeping Requirements
The Jurisdiction will establish recordkeeping related to jurisdiction inspection requirements.

Task #	Description	Target Completion Date
TASK 72	The Jurisdiction will establish a system for tracking inspections and enforcement actions for recordkeeping and reporting.	12/1/2023

TASK 73	The Jurisdiction will begin tracking and compiling documentation. The Implementation Record will be stored in one central location, physical or electronic, that can be readily accessed by CalRecycle. All records and information will be included in the Implementation Record within 60 days of the creation of the record or information. All records will be retained by the jurisdiction for five years. Include all documents supporting compliance in the implementation record including, but not limited to, the following: • A copy of all ordinances or other similarly enforceable mechanisms, contracts, and agreements, as required by Chapter 12 of the Regulations. • A written description of the jurisdiction's inspection and enforcement program that it uses to comply with Sections 18995.1 and 18995.4. • All organic waste collection service records required by Section 18984.4. • All contamination minimization records required by Section 18984.6. • All waiver and exemption records required by Section 18984.14. • All education and outreach records required by Section 18985.3. • All hauler program records required by Section 18988.4. • All jurisdiction edible food recovery program records required by Section 18991.2. • All recovered organic waste procurement target records required by Section 18993.2. • All recycled content paper procurement records required by Section 18993.4. • All inspection, route review, and compliance review documents generated pursuant to the requirements of Section 18995.1(d). • All records of enforcement actions undertaken pursuant to Chapter 12 of the Regulations. • All records of complaints and investigations of complaints required by Section 18995.3 and compliance with the jurisdiction’s inspection and enforcement requirements of Sections 18995.1. All records required by Section 18998.4 if the jurisdiction is implementing a performance-based source separated organic waste collection service under Article 17 of the Regulations.	12/1/2023

COMPLIANCE REVIEW, ENFORCEMENT, AND RELEASE

4. Communications. All approvals and decisions of CalRecycle regarding notifications will be communicated to the Jurisdiction in writing by the Branch Chief, Jurisdiction and Agency Compliance and Enforcement Branch, Waste Permitting, Compliance and Mitigation Division, or the Branch Chief's designee. No formal advice, guidance, suggestions, or comments by CalRecycle regarding reports, plans, specifications, schedules, or any other writings by Jurisdiction shall be construed to relieve the Jurisdiction of the obligation to obtain such formal approvals as may be required.

4.1 Submittal. All reporting from the Jurisdiction described in section 3 (Schedule for Compliance), paragraph 3.f, shall be submitted through an online portal or compliance module developed by CalRecycle with instructions provided to Jurisdiction. All other communications from the Jurisdiction according to this CAP shall be sent in writing electronically to:

Amanda Jacobsen
Amanda.Jacobsen@CalRecycle.ca.gov

4.2 Compliance Review. At the end of the oversight period or at any time deemed appropriate by CalRecycle, CalRecycle will meet with the Jurisdiction to assess the Jurisdiction's CAP implementation efforts and to determine whether or not the Jurisdiction has timely complied with all commitments in all sections of this CAP. If requested by the Jurisdiction, CalRecycle has discretion to issue notice of a hearing at any time upon its staff's recommendation that the Jurisdiction has completed the conditions of the CAP. In accordance with PRC section 42652.5, failure to implement programs and or comply with all sections of the CAP at any time may result in CalRecycle's revocation of its approval of the Notification and CAP and imposition of administrative civil penalties retroactively to the date of violation in 2022, for administrative civil penalties accruing in 2023, and for administrative civil penalties accruing during any other additional time covered by the Notification and CAP. These potentially applicable penalties are described in Section 5.0 of this CAP.

4.3 CalRecycle Review and Approval: If CalRecycle determines that any report, plan, schedule, or other document submitted for approval pursuant to this CAP fails to comply with the Notification as amended by this CAP or fails to achieve successful implementation of the Regulations, CalRecycle may:

a. Amend the CAP as appropriate to remedy the violations of the Regulations expeditiously, and/or
b. Serve a notice that CalRecycle will revoke approval of the Notification and consider the imposition of penalties in accordance with Title 14 CCR sections 18997.3, 18997.5, and 18997.6.

4.4 Extension Request and Other Task Modification Requests: If the Jurisdiction determines that it will be unable to perform any activity or submit any document within the time required under this CAP, the Jurisdiction may, as far in advance of the due date as possible, request an extension of time in writing. The extension request shall include a justification for the delay. If the Jurisdiction finds that a task required by this CAP in Section 3.1 is not feasible, despite the Jurisdiction's best and substantial efforts, the Jurisdiction may propose an alternative task that is substantially similar or equally effective to the original task, subject to the approval of CalRecycle. The modification request shall include an explanation of the infeasibility, an explanation of how the alternative task is substantially similar or equally effective, and a justification for any extension of time associated with the change.

4.5 Extension and Other Task Modification Approvals: If CalRecycle determines that good cause exists for an extension, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule. If CalRecycle determines that good cause exists for the change in task because the original task is infeasible and the alternative task is substantially similar or equally effective, it will grant an approval and extension as appropriate and specify in writing the new task; additionally, if CalRecycle determines that good cause exists for any extension associated with the change in task, considering the factors set out in Title 14 CCR section 18996.2(a)(2), it will grant an extension as appropriate and specify in writing a new compliance schedule.

4.6 Compliance with Applicable Laws: The Jurisdiction shall carry out this CAP in compliance with all Local, State, and Federal requirements, including but not limited to requirements to obtain necessary permits.

4.7 Liability: Nothing in this CAP shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of the Jurisdiction, including for violations of the Regulations that were not disclosed in the Notification and any violations of the Regulations that the Jurisdiction fails to remedy notwithstanding commitments in the Notification and this CAP.

4.8 Government Liabilities: The State of California and CalRecycle shall not be liable for injuries or damages to persons or property resulting from acts or omissions in carrying out activities pursuant to this CAP, nor shall the State of California be held as a party to any contract entered into by the Jurisdiction or its agents in carrying out activities pursuant to the CAP. The Jurisdiction shall indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting in connection with the performance of this CAP.

4.9 Parties Bound: This CAP shall apply to and be binding upon the Jurisdiction and upon CalRecycle and any successor agency (regional agency, etc.) that may have responsibility for, and the authority over, the subject matter of this CAP.

PENALTY

5. Penalties, if any, shall be assessed and calculated in accordance with the provisions of PRC 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Penalties shall be calculated based on the factors set out in section 18997.3 and may be as much as $10,000 per day per violation for the duration of the violation(s).

5.1 Penalty Procedures. Penalty, if any, shall be imposed in accordance with the procedures and methodology set out in PRC section 42652.5 and Title 14 CCR sections 18997.3, 18997.5, and 18997.6. Regulatory violations that are considered "minor," meaning they involve violations constituting minimal deviation from regulations, shall be subject to penalties of no less than five hundred dollars ($500) per violation and no more than four thousand dollars ($4,000) per violation per day; "moderate" violations are subject to no less than four thousand dollars ($4,000) per violation and shall be no more than seven thousand five hundred dollars ($7,500) per violation per day; and "major" violations, are subject to penalties no less than seven thousand five hundred dollars ($7,500) per violation per day and no more than ten thousand dollars ($10,000) per violation per day. The following types of deviations are deemed to be "major" under the regulations for the purposes of assessing penalties:

a. Failure to have any ordinance or similarly enforceable mechanism for organic waste disposal reduction and edible food recovery.
b. Failure to have a provision in a contract, agreement, or other authorization that requires a hauler to comply with the requirements the Regulations.
c. Failure to have an edible food recovery program.
d. Failure to have any Implementation Record.
e. Implementation or enforcement of an ordinance, policy, procedure, condition, or initiative that is prohibited under Title 14 CCR sections 18990.1 or 18990.2.
f. Failure to submit the reports required in Title 14 CCR sections 18994.1 and 18994.2.

EFFECTIVE DATE

6. Issuance. This Corrective Action Plan is final and effective from the date of issuance.

6.1 Date of Issuance March 28, 2023

Signature on file

Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

Sent via Certified Mail

FIRST ADDENDUM TO CORRECTIVE ACTION PLAN NO. 1205.SLCP.CAP.2023.3

City of Fullerton Amendment of Timelines in Corrective Action Plan No. 1205.SLCP.CAP.2023.3

On May 10, 2023, the City of Fullerton requested an amendment to part of their timeline for Corrective Action Plan No. 1205.SLCP.CAP.2023.3. The City of Fullerton only requested a change in the timelines, not a change in the task requirements. The justification provided for the timeline amendments are included in the attached request.

Requested Changes to Timelines:

Task #	Original Date	Amended Date
1	5/1/2023	11/1/2023
2	6/1/2023	1/1/2024
3	7/1/2023	3/1/2024
4	9/1/2023	1/1/2024
5	9/1/2023	3/1/2024
6	9/1/2023	3/1/2024
7	12/31/2023	3/1/2024
12	8/1/2023	1/1/2024
13	9/1/2023	3/1/2024
14	9/1/2023	3/1/2024
15	Task 15a: 10/31/2023 Task 15b: 12/31/2023 Task 15c: 3/1/2024	Task 15a: 3/1/2024 Task 15b: 3/1/2024 Task 15c: 3/1/2024

17	10/1/2023	3/1/2024
19	9/1/2023	1/1/2024
21	12/31/2023	3/1/2024
22	12/31/2023	3/1/2024
27	9/1/2023	1/1/2024
38	1/1/2024	3/1/2024
48	10/1/2023	3/1/2024
49	10/1/2023	1/1/2024
54	12/1/2023	3/1/2024
55	12/1/2023	3/1/2024
57	12/1/2023	3/1/2024
58	1/1/2024	3/1/2024
71	12/31/2023	3/1/2024

The City of Fullerton's request for timeline amendments shows good cause and provides reasonable alternate timelines for completion. The impacted tasks do not affect the final completion date of the Corrective Action Plan. Therefore, the request is approved. The amendment will be included as an addendum to the March 28, 2023, Corrective Action Plan No. 1205.SLCP.CAP.2023.3.

Dated: June 28, 2023

Signature on file
Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

Attachment 1: City of Fullerton's Time Amendment Request

Sent via Certified Mail

SECOND ADDENDUM TO CORRECTIVE ACTION PLAN NO. 1205.SLCP.CAP.2023.3

City of Fullerton Amendment of Timelines in Corrective Action Plan No. 1205.SLCP.CAP.2023.3.

On October 2, 2023, the City of Fullerton requested an amendment to part of their timeline for Corrective Action Plan No. 1205.SLCP.CAP.2023.3. The City of Fullerton only requested a change in the timelines, not a change in the task requirements. The justifications provided for the timeline amendments are included in the attached request.

Requested Changes to Timelines:

Task #	Original Date	Amended Date
1	5/1/2023	2/1/2024
2	6/1/2023	3/1/2024
4	9/1/2023	3/1/2024
12	8/1/2023	3/1/2024
26	9/1/2023	12/1/2023

The City of Fullerton's request for timeline amendments shows good cause and provides reasonable alternate timelines for completion. The impacted tasks do not affect the final completion date of the Corrective Action Plan. Therefore, the request is approved. The amendment will be included as a second addendum to the March 28, 2023 Corrective Action Plan No. 1205.SLCP.CAP.2023.3.

Dated: November 1, 2023

Signature on file

Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

Attachment 1: City of Fullerton's Timeline Amendment Request (Second Addendum)

Sent via Certified Mail

THIRD ADDENDUM TO CORRECTIVE ACTION PLAN NO. 1205.SLCP.CAP.2023.3

City of Fullerton Amendment of Timelines in Corrective Action Plan No. 1205.SLCP.CAP.2023.3

On November 30, 2023, the City of Fullerton requested an amendment to part of their timeline for Corrective Action Plan No. 1205.SLCP.CAP.2023.3. The City of Fullerton only requested a change in the timelines, not a change in the task requirements. The justifications provided for the timeline amendments are included in the attached request.

Requested Changes to Tasks and Timelines:

Task #	Original Date	First Amended Date	Second Amended Date	Third Amended Date
19	9/1/2023	1/1/2024	N/A	3/1/2024
23	10/1/2023	N/A	N/A	3/1/2024
24	10/1/2023	N/A	N/A	3/1/2024
25	10/1/2023	N/A	N/A	3/1/2024
27	9/1/2023	1/1/2024	N/A	3/1/2024
32	10/1/2023	N/A	N/A	3/1/2024
34	12/1/2023	N/A	N/A	3/1/2024
35	12/1/2023	N/A	N/A	3/1/2024
36	12/31/2023	N/A	N/A	3/1/2024
37	1/1/2024	N/A	N/A	3/1/2024
39	1/1/2024	N/A	N/A	3/1/2024
49	10/1/2023	1/1/2024	N/A	3/1/2024
62	12/1/2023	N/A	N/A	3/1/2024
64	9/1/2023	N/A	N/A	3/1/2024
65	12/1/2023	N/A	N/A	3/1/2024
66	12/1/2023	N/A	N/A	3/1/2024
69	1/1/2024	N/A	N/A	3/1/2024

The City of Fullerton's request for timeline amendments shows good cause and provides reasonable alternate timelines for completion. The impacted tasks do not affect the final completion date of the Corrective Action Plan. Therefore, the request is approved. The amendment will be included as an addendum to the March 28, 2023 Corrective Action Plan No. 1205.SLCP.CAP.2023.3.

Dated: February 7, 2024

Signature on file

Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

Attachment 1: City of Fullerton's Timeline Amendment Request (Third Addendum)

Sent via Certified Mail

FOURTH ADDENDUM TO CORRECTIVE ACTION PLAN NO. 1205.SLCP.CAP.2023.3

City of Fullerton Amendment of Task and Timelines in Corrective Action Plan No. 1205.SLCP.CAP.2023.3

On January 25, 2024, the City of Fullerton (Jurisdiction) requested an amendment to part of its tasks and timelines for Corrective Action Plan No. 1205.SLCP.CAP.2023.3. The justification provided for the timeline amendments and task requirements is included in the attached request.

Requested Changes to Tasks and Timelines:

Task #	Original Task Language	Proposed Task Language	Original Date	First Amended Date	Second Amended Date	Third Amended Date	Fourth Amended Date
1	The Jurisdiction will conclude on-going negotiations with the hauler (negotiations began in 2021).	The Jurisdiction will begin to meet monthly with hauler to negotiate and finalize terms of agreement.	5/1/2023	11/1/2023	2/1/2024	N/A	3/1/2024
2	The Jurisdiction will complete revisions to the franchise agreement for collection and processing.	The Jurisdiction will complete revisions to the franchise agreement for collection and processing. Jurisdiction to follow up with CalRecycle upon choosing to end negotiations with hauler.	6/1/2023	1/1/2024	3/1/2024	N/A	1/1/2025
3	The Jurisdiction will finalize	The Jurisdiction will finalize and	7/1/2023	3/1/2024	N/A	N/A	Task 3a: 2/1/2025

	and implement rate adjustments with the hauler.	implement rate adjustments with the hauler. Task 3a: Draft rates. Task 3b: Finalize rates. Task 3c: Rates go into effect.					Task 3b: 4/1/2025 Task 3c: 7/1/2025
4	The Jurisdiction will require and verify the hauler will purchase additional collection vehicles. (Residential)	The Jurisdiction will require and verify the hauler will purchase additional collection vehicles. Task 4a: Determine number of collection vehicles needed to purchase. Task 4b: Purchase vehicles.	9/1/2023	1/1/2024	3/1/2024	N/A	Task 4a: 1/1/2025 Task 4b: 2/1/2025
5	The Jurisdiction will require and verify the hauler will purchase additional organic waste and recycling collection containers. (Residential)	The Jurisdiction will require and verify the hauler will purchase additional organic waste and recycling collection containers.	9/1/2023	3/1/2024	N/A	N/A	Task 5a: 1/1/2025 Task 5b: 4/1/2025 Task 5c: 7/1/2025

		Task 5a: Jurisdiction will work with CleanRiver to finalize container design and size details to prepare for manufacturing. Task 5b: CleanRiver will begin production of collection containers. Task 5c: Hauler to distribute new containers.					
6	The Jurisdiction will, and will require and verify the hauler will, modify collection routes. (Residential)	N/A	9/1/2023	3/1/2024	N/A	N/A	1/1/2025
7	The Jurisdiction will require and verify the hauler will distribute organics recycling collection containers to all residences that do not currently have	The Jurisdiction will require and verify the hauler will distribute organics recycling collection containers to all residences that do not currently have one.	12/31/2023	3/1/2024	N/A	N/A	Task 7a: 4/1/2025 Task 7b: 6/1/2025 Task 7c: 7/1/2025 Task 7d: 8/1/2025

	one. (Residential)	Task 7a: 25 percent completion of rollout. Task 7b: 50 percent completion of rollout. Task 7c: 75 percent completion of rollout. Task 7d: 100 percent completion of rollout.					
8	The Jurisdiction will provide three-container waste collection service to all residential customers that are not subject to an exemption or waiver from such service under 14 California Code of Regulations (CCR) sections 18984.11, 18984.12, or other provision of the Regulations,	N/A	3/1/2024	N/A	N/A	N/A	10/1/2025

	or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of Section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are sorted into the containers properly by generators. (Residential)						
12	The Jurisdiction will require and verify the hauler will purchase additional collection vehicles. (Commercial)	The Jurisdiction will require and verify the hauler will purchase additional collection vehicles. Task 12a: Determine number of collection vehicles needed to purchase. Task 12b: Purchase vehicles.	8/1/2023	1/1/2024	3/1/2024	N/A	Task 12a: 1/1/2025 Task 12b: 2/1/2025
13	The Jurisdiction	The Jurisdiction will	9/1/2023	3/1/2024	N/A	N/A	Task 13a: 1/1/2025

	will require and verify the hauler will purchase additional organic waste and recycling collection containers. (Commercial)	require and verify the hauler will purchase additional organic waste and recycling collection containers. Task 13a: Jurisdiction will work with CleanRiver to finalize container design and size details to prepare for manufacturing Task 13b: CleanRiver will begin production of collection containers. Task 13c: Hauler to distribute new containers.					Task 13b: 4/1/2025 Task 13c: 7/1/2025
14	The Jurisdiction will, and will require and verify the hauler will, modify collection routes. (Commercial)	N/A	9/1/2023	3/1/2024	N/A	N/A	1/1/2025
15	The Jurisdiction will require and verify the	The Jurisdiction will require and verify the	Task 15a: 10/31/2023	Task 15a: 3/1/2024	N/A	N/A	Task 15a: 4/1/2025 Task 15b:

	hauler will distribute organics recycling collection containers to all commercial businesses. Task 15a: 25 percent roll out. Task 15b: 25 percent roll out. Task 15c: 50 percent or remaining percent roll out.	hauler will distribute organics recycling collection containers to all residences that do not currently have one. Task 15a: 25 percent completion of rollout. Task 15b: 50 percent completion of rollout Task 15c: 75 percent completion of rollout. Task 15d: 100 percent completion of rollout.	Task 15b: 12/31/2023 Task 15c: 3/1/2024	Task 15b: 3/1/2024 Task 15c: 3/1/2024			6/1/2025 Task 15c: 7/1/2025 Task 15d: 8/1/2025
16	The Jurisdiction will provide three-container waste collection service to all commercial customers that are not subject to an exemption or waiver from such service under 14 CCR	N/A	3/1/2024	N/A	N/A	N/A	10/1/2025

	sections 18984.11, 18984.12, or other provision of the Regulations, or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of Section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are sorted into the containers properly by generators. (Commercial)						
74	N/A	**Tasks 74 – 79 will only be completed if the negotiations with Republic are <u>not</u> concluded by 3/1/2025.** Jurisdiction will cease negotiations with hauler and begin execution of new Request	N/A	N/A	N/A	N/A	Task 74a: 7/1/2024 Task 74b: 1/1/2025 Task 74c: 2/1/2025

		for Proposal (RFP). Task 74a: Obtain cost proposals for consideration related to executing an RFP for a solid waste, recycling, and organics collection service provider. Task 74b: Take Agenda item to city council for approval of a consultant to administer a RFP. Task 74c: Consultant is approved and begins work on RFP.					
75	N/A	Consultant will administer the Technical Assistance phase (75a&b) and the Competitive Proposal Process and Negotiations phase (75c) of the RFP process. Task 75a: Consultant to	N/A	N/A	N/A	N/A	Task 75a: 3/1/2025 Task 75b: 3/1/2025 Task 75c: 4/1/2025

		initiate project by preparing for and conducting the kick-off meeting. Task 75b: Consultant to evaluate contract services and terms. Task 75c: Consultant to gather and review additional operational data for the RFP.					
76	N/A	Consultant will administer the Competitive Proposal Process and Negotiations Phase B. Task 76a: Consultant to complete a preliminary draft RFP agreement and seek input from Jurisdiction staff. Task 76b: Consultant to prepare and update the RFP and agreement,	N/A	N/A	N/A	N/A	Task 76a: 5/1/2025 Task 76b: 6/1/2025 Task 76c: 7/1/2025 Task 76d: 1/1/2026

		and conduct a pre-proposal conference. Task 76c: Consultant to present RFP to City Council for approval. Task 76d: Consultant to submit proposals and begin evaluating the proposals.					
77	N/A	Consultant will conclude contract selection and begin negotiations with selected proposer(s). Task 77a: Consultant to present evaluation report to City Council for approval of contract selection. Task 77b: Consultant to begin negotiations with selected proposer(s). Task 77c: Consultant to conclude	N/A	N/A	N/A	N/A	Task 77a: 2/1/2026 Task 77b: 4/1/2026 Task 77c: 10/1/2026

		negotiations with selected proposer(s).					
78	N/A	Selected contractor(s) will begin ordering equipment, distributing educational materials, conducting information meetings, and preparing for transition. Task 78a: Contractor to begin ordering equipment for collection service. Task 78b: Contractor to begin obtaining all customer information and integrate data into their system to set up customer accounts and billing. Task 78c: Contractor to begin planning for three-stream waste collection route operations. Task 78d: Contractor to	N/A	N/A	N/A	N/A	Task 78a: 7/1/2026 Task 78b: 7/1/2026 Task 78c: 7/1/2026 Task 78d: 10/1/2026

		begin delivering containers to customers.					
79	N/A	The Jurisdiction will work with new hauler to provide three-container waste collection service to all residential and commercial customers that are not subject to an exemption or waiver from such service under 14 CCR sections 18984.11, 18984.12, or other provision of the Regulations, or are not an authorized self-hauler subject to the Jurisdiction's ordinance requiring compliance with the requirements of Section 18988.3. In implementing this container system, the Jurisdiction will ensure materials are	N/A	N/A	N/A	N/A	7/1/2027

		sorted into the containers properly by generators.					

The Jurisdiction's request for tasks and timelines amendments shows good cause and provides reasonable alternate tasks and timelines for completion. The impacted tasks affect the final completion date of the Corrective Action Plan (CAP). Therefore, Sections 3.d, 3.f, and 3.i will need to be changed to reflect the new final completion date of the CAP.

See below for the changes made to Sections 3.d, 3.f, and 3.i.

SCHEDULE FOR COMPLIANCE

3. Based on the foregoing DETERMINATION OF VIOLATIONS, CalRecycle finds that:
   a. The Jurisdiction worked with CalRecycle to develop this CAP, which includes a schedule of actions necessary for the Jurisdiction to address the violations disclosed in the Notification and described in Section 2 (Determination of Violations).
   b. CalRecycle hereby approves and issues this CAP pursuant to Public Resources Code (PRC) Section 42652.5(c)-(e) and 14 CCR Section 18996.2.
   c. The Jurisdiction will fully implement the programs identified in this CAP by the dates provided in the Section 3.2.
   d. CalRecycle will monitor the Jurisdiction's continued implementation of the programs identified in the CAP from March 28, 2023 through July 31, 2027 ("the oversight period") to assure implementation is complete and timely. The oversight period may be extended at the discretion of CalRecycle if any extensions to the Schedule are granted as described in Sections 4.4 and 4.5.
   e. During the oversight period, the Jurisdiction will submit status reports to CalRecycle and attend status meetings with CalRecycle to demonstrate the ongoing progress the Jurisdiction is making to address the violations described above.
   f. During the oversight period, the Jurisdiction will provide bimonthly status reports to CalRecycle:

      Report Cycle
      Report 1: May 31, 2023, covering March 1, 2023 – April 30, 2023
      Report 2: July 31, 2023, covering May 1, 2023 – June 30, 2023
      Report 3: September 30, 2023, covering July 1, 2023 – August 31, 2023
      Report 4: November 30, 2023, covering September 1, 2023 – October 31, 2023
      Report 5: January 31, 2024, covering November 1, 2023 – December 31, 2023

Report 6: March 31, 2024, covering January 1, 2024 – February 29, 2024
Report 7: May 31, 2024, covering March 1, 2024 – April 30, 2024
Report 8: July 31, 2024, covering May 1, 2024 – June 30, 2024
Report 9: September 30, 2024, covering July 1, 2024 – August 31, 2024
Report 10: November 30, 2024, covering September 1, 2024 – October 31, 2024
Report 11: January 31, 2025, covering November 1, 2024 – December 31, 2024
Report 12: March 31, 2025, covering January 1, 2025 – February 28, 2025
Report 13: May 31, 2025, covering March 1, 2025 – April 30, 2025
Report 14: July 31, 2025, covering May 1, 2025 – June 30, 2025
Report 15: September 30, 2025, covering July 1, 2025 – August 31, 2025
Report 16: November 30, 2025, covering September 1, 2025 – October 31, 2025
Report 17: January 31, 2026, covering November 1, 2025 – December 31, 2025
Report 18: March 31, 2026, covering January 1, 2026 – February 29, 2026
Report 19: May 31, 2026, covering March 1, 2026 – April 30, 2026
Report 20: July 31, 2026, covering May 1, 2026 – June 30, 2026
Report 21: September 30, 2026, covering July 1, 2026 – August 31, 2026
Report 22: November 30, 2026, covering September 1, 2026 – October 31, 2026
Report 23: January 31, 2027, covering November 1, 2026 – December 31, 2026
Report 24: March 31, 2027, covering January 1, 2027 – February 29, 2027
Report 25: May 31, 2027, covering March 1, 2027 – April 30, 2027
Report 26: July 31, 2027, covering May 1, 2027 – July 1, 2027

g. The status reports are to be used to document the status and work completed for each of the identified tasks in the CAP. For each task in the CAP, the Jurisdiction will explain the status of the task, specifying what actions have been taken to complete the task.
h. If the work has been delayed or has not been completed, the Jurisdiction will explain the reason(s) for the delay/incompletion. The Jurisdiction will also attach any previously submitted extension requests made pursuant to Section 4.4 of this CAP and any extensions granted pursuant to Section 4.5 of this CAP, using additional sheets as necessary for the report. CalRecycle may consider the explanation in deciding whether to allow the Jurisdiction to continue to operate under the Notification and CAP or to revoke approval of the Notification and CAP pursuant to PRC Section 42652.5(d).
i. During the oversight period, the Jurisdiction will meet with CalRecycle telephonically or via other remote electronic means (such as Teams or Zoom) bimonthly to provide interim progress updates on the following schedule:

Meeting Cycle
Meeting 1: During April 2023

Meeting 2: During June 2023
Meeting 3: During August 2023
Meeting 4: During October 2023
Meeting 5: During December 2023
Meeting 6: During February 2024
Meeting 7: During April 2024
Meeting 8: During June 2024
Meeting 9: During August 2024
Meeting 10: During October 2024
Meeting 11: During December 2024
Meeting 12: During February 2025
Meeting 13: During April 2025
Meeting 14: During June 2025
Meeting 15: During August 2025
Meeting 16: During October 2025
Meeting 17: During December 2025
Meeting 18: During February 2026
Meeting 19: During April 2026
Meeting 20: During June 2026
Meeting 21: During August 2026
Meeting 22: During October 2026
Meeting 23: During December 2026
Meeting 24: During February 2027
Meeting 25: During April 2027
Meeting 26: During June 2027

j. The status meetings are to be used to discuss the most recent status report and to discuss interim progress made by the Jurisdiction on each of the identified tasks in the CAP.
k. Prior to the close of the oversight period, CalRecycle may undertake a compliance review or field visit to supplement other status reporting.
l. At any time prior to the conclusion of the oversight period, if CalRecycle determines the Jurisdiction has failed to implement the programs identified in the Notification and CAP, has failed to participate in status reporting during the oversight period, has substantially misrepresented its progress in status reporting, or has substantially failed to make interim progress on Tasks set out in Section 3.2 for four (4) consecutive reporting periods, CalRecycle may immediately issue a notice revoking its approval of the Notification and CAP and indicating its intent to impose penalties as provided in PRC Section 42652.5., 14 CCR sections 18997.3, 18997.5, and 18997.6 and PRC Section 42652.5 governs the process and considerations CalRecycle will utilize in calculating and assessing administrative civil penalties against the Jurisdiction, which may be up to $10,000 per day per violation.

3.1 Based on the foregoing DETERMINATION OF VIOLATIONS, it is hereby ordered that the Jurisdiction will implement the actions described in accordance with the

compliance deadlines contained in the schedule of actions to address violations as set forth in Section 3.2.

The request is approved. The amendment will be included as a fourth addendum to the March 28, 2023 Corrective Action Plan No. 1205.SLCP.CAP.2023.3.

Dated: February 21, 2025

Signature on file

Mark de Bie, Deputy Director
Waste Permitting, Compliance and Mitigation Division
Department of Resources Recycling and Recovery

Attachment: City of Fullerton's Timeline Amendment Request (Fourth Addendum)