

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR DISCARDED MATERIALS MANAGEMENT

BETWEEN THE

COUNTY OF SAN DIEGO
AND

_____Robert's Waste & Recycling_____

This Agreement authorizes this Collector to perform as one or more of the following Collector Types:

☐ ***Single-Family Collector***

☐ ***Multi-Family/Commercial Collector***

☒ ***C&D Collector***

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Non-Exclusive Franchise Agreement
for Discarded Materials Management
between the
County of San Diego
and

Robert's Waste & Recycling

This Non-Exclusive Franchise Agreement for Discarded Materials Management (Agreement) is entered into this 14 day of October, 2026, by and between the County of San Diego, a political subdivision of the State of California (County), and Robert's Waste & Recycling. (Collector), for the Collection and subsequent transfer, transportation, Recycling, Processing, and/or Disposal of Discarded Materials and provision of other related services. Collector shall be defined as the Collector Type(s) recorded on the Cover Page of this Agreement.

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (Public Resources Code Section 40000, et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions; and,

WHEREAS, pursuant to Public Resources Code Section 40059(a)(2) and San Diego County Code of Regulatory Ordinances (County Code) Section 68.501, the Board of Supervisors of the County has determined that the public health, safety, and well-being require that Non-Exclusive Franchise Agreements for Discarded Materials Management (NEFA) be awarded to qualified companies for the Collection and subsequent transfer, transportation, Recycling, Processing, and/or Disposal of Discarded Materials; and,

WHEREAS, the State of California has, through enactment of AB 939 and subsequent related legislation including, but not limited to: The Jobs and Recycling Act of 2011 (AB 341), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed CalRecycle, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of waste reduction, re-use, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, solid waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

WHEREAS, the County desires to require all Collectors that held valid Non-Exclusive Solid Waste Management Agreements with the County on the day prior to the effective date of this Agreement, to obtain a NEFA in order for it to ensure orderly operation of the Discarded

Materials Collection market and to minimize the potential for adverse effects it may have on the unincorporated County; and,

WHEREAS, Collector desires to engage in the business of Collecting Discarded Materials in the unincorporated County; and,

WHEREAS, the County wishes to utilize the Collector's services to offer Discarded Materials Collection services to residents and businesses in the unincorporated County.

AGREEMENT

NOW, THEREFORE, in consideration of the promises above stated and the terms, conditions, covenants, and agreements contained herein, the Parties do hereby agree as follows:

ARTICLE 1: DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the words and phrases in this Article shall have the following meanings respectively ascribed to them by this Article and shall be capitalized throughout this Agreement. Where a definition is derived from a State or federal law or regulation, the definition shall be interpreted in accordance with the definition in the State or federal law or regulation as it currently exists or may subsequently be amended, unless authority is provided to the County to develop and apply its own definition, in which case the definition that best promotes the purposes of this Agreement as determined by the Director shall apply.

AB 341
"AB341" means the Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste.

AB 876
"AB 876" means the Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 41821 to the Public Resources Code, relating to Solid Waste.

AB 901
"AB 901" means the Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 and added Section 41821.6 of the Public Resources Code relating to Solid Waste.

AB 939

"AB 939" means the California Integrated Waste Management Act of 1989 (Public Resources Code Section 40000, et seq.).

AB 1594

"AB 1594" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which amended Sections 40507 and 41781.3 of the Public Resources Code, relating to Solid Waste.

AB 1826

"AB 1826" means the Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste.

Affiliate

"Affiliate" means all businesses (including corporations, limited and general partnerships, and sole proprietorships) that are directly or indirectly related to Collector by virtue of direct or indirect ownership interest or common management shall be deemed to be "Affiliated with" Collector and included within the term "Affiliate" as used herein. An Affiliate shall include a business in which Collector owns a direct or indirect ownership interest, a business that has a direct or indirect ownership interest in Collector, and/or a business that is also owned, controlled, or managed by any business or individual that has a direct or indirect ownership interest in Collector. 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. Affiliate includes Subsidiaries.

Agreement

"Agreement" means this Non-Exclusive Franchise Agreement for Discarded Materials Management between the County and Collector for the Collection, and subsequent transfer, transportation, Recycling, Processing, and/or Disposal (as appropriate for the material type pursuant to Exhibit G), of Commercial and/or Residential Discarded Materials, including all exhibits and attachments, and any amendments thereto.

Alternative Daily Cover (ADC)

"Alternative Daily Cover" or "ADC" has the same meaning as defined in 27 CCR Section 20164 and conforms to requirements of 27 CCR Section 20690.

Alternative Intermediate Cover (AIC)
"Alternative Intermediate Cover" or "AIC" has the same meaning as "intermediate cover" defined in 27 CCR Section 20164 and conforms to requirements of 27 CCR Section 20700.

Approved C&D Processing Facility(ies)
"Approved C&D Processing facility" means a Facility that receives C&D for Processing or receives C&D for transfer to a Processing Facility that has been approved or certified by the County for mixed C&D Recycling pursuant to Article II, Chapter 5, Division 8, Title 6 of the County Code. If the County Code does not define a process for County approval of C&D Processing facilities, or if the County has not developed a list of Approved C&D Processing Facilities, Collector may select a C&D Processing facility provided the Facility complies with the Processing and Diversion requirements of this Agreement.

Approved C&D Collection Site
"Approved C&D Collection Site" means properties where construction and demolition work is performed as evidenced by County issuance of a land clearing, building, or demolition permit, or from a non-permitted municipal project or as otherwise stated in Article II, Chapter 5, Division 8, Title 6 of the County Code.

Back-Haul
"Back-Haul" means generating and transporting Solid Waste, Recyclable Materials, Organic Waste, C&D, or recovered materials to a destination owned and operated by the owner, occupant, or operator of a Premises using the owner's, occupant's, or operator's own employees and equipment.

Bin
"Bin" means a metal or plastic Container with hinged lid(s) and, in some cases, with wheels serviced by a front-end loading Collection vehicle with a Container capacity of one (1) to six (6) cubic yards, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as dumpsters.

Board
"Board" means the Board of Supervisors of the County.

Bulky Items
"Bulky Items" means discarded furniture (including chairs, sofas, mattresses, carpet, and other similar items); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as "White Goods"); electronic waste (including stereos, televisions, computers, and other similar items commonly known as "e-waste"); Residential Green Materials (including Wood Waste, lumber, tree trunks, and large branches if no more than two (2) feet in diameter, four (4) feet in length, and fifty (50) pounds in weight per bundle, scrap wood, in the aggregate not exceeding one (1) cubic yard per Collection unless Collector allows heavier or larger-sized items); clothing;

and tires. Bulky Items do not include car bodies or Construction and Demolition Debris, or any other items that cannot be handled by two (2) Persons.

C&D

"C&D" means Construction and Demolition Debris.

C&D Collector

"C&D Collector" means a Collector that has been authorized (as indicated on the Cover Page of this Agreement) to provide C&D Collection services to Approved C&D Collection Sites in accordance with this Agreement and specific requirements presented in Exhibit E.

California Integrated Waste Management Act

"California Integrated Waste Management Act" means Public Resources Code, Section 40000, et seq, also known as AB 939.

California Code of Regulations (CCR)

"California Code of Regulations" or "CCR" means the State of California Code of Regulations. References to "14 CCR" refer to Title 14 of the CCR; references to "27 CCR" refer to Title 27 of CCR, etc.

CalRecycle

"CalRecycle" means the State of California's Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB.

Cart

"Cart" means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated Collection vehicles and with a Container capacity of no less than twenty (20) gallons and no greater than ninety-six (96) gallons, with the exception that a Cart smaller than twenty (20) gallons may be used for Collection of Source Separated Food Waste.

Certified Recyclable Materials Collector (CRMC)

"Certified Recyclable Materials Collector" (CRMC) means a Person who has a valid certification with the County as a certified recyclable materials collector to operate an enterprise within the unincorporated area of County to Collect certain types and quantities of Recyclable Materials, Green Materials (excluding Wood Waste), Food Waste, and pallets that are defined in the certification and to subsequently arrange for transport and reuse, salvage, Recycling, and/or Processing of such materials.

Collect/Collection

"Collect" or "Collection" means the act of taking physical possession of Discarded Materials at Residential or Commercial Premises within the unincorporated County, and transporting it to a Facility for reuse, salvage, Recycling, Processing, composting, transfer, Disposal, or transformation.

Collection Route
"Collection Route" means the designated itinerary or sequence of stops for a Collection vehicle for a particular material and customer type.

Collector
"Collector" means the Party (other than the County) that executed this Non-Exclusive Franchise Agreement. If Collector contracts with a contractor or Subcontractor to provide facilities or services in furtherance of Collector's obligations under this Agreement, Collector shall require the contractor or Subcontractor to be bound by and comply with the terms and conditions of this Agreement and any State, federal and County laws, ordinances, and policies applicable to Collector's activities performed by the contractor or Subcontractor.

Collector-Designated Facilities
"Collector-Designated Facilities" means any Facilities selected and used by Collector for purposes of performing under this Agreement, including, but not limited to, Disposal Sites, MRFs, and transfer, Recycling, composting, and Processing facilities. These Facilities shall be designated by Collector in Exhibit F.

Collector Type(s)
"Collector Type(s)" means Single-Family Collector, Multi-Family/Commercial Collector, and/or C&D Collector. The Collector is approved for the Collector Types recorded on the Cover Page of this Agreement.

Commercial
"Commercial" means of, from, or pertaining to a business, including, but not limited to, a firm, partnership, proprietorship, joint-stock company, corporation, or association that is organized as a for-profit or nonprofit entity, strip mall (e.g., property complex containing two or more commercial entities), industrial facility, institutional facility, hospitality facility, school, school district, California State University, community college, University of California, special district, or a federal, state, County, local, or regional agency or facility.

Compostable Plastics
"Compostable Plastics" or "Compostable Plastic" means plastic materials that meets the ASTM D6400 standard for compostability, or standards as otherwise described in 14 CCR Section 18984.1(a)(1)(A).

Construction and Demolition Debris (C&D)
"Construction and Demolition Debris" means nonhazardous building material, Inert Materials, soil, packaging, green materials, rubble, and other used or Discarded Materials resulting from excavation, grading, construction, or demolition. For the purposes of this definition, "green materials" means any material related to land development such as yard trimmings, trees, brush, and construction and demolition Wood Waste and does not include food material, bio-solids, wood containing lead-based paint or wood preservatives, mixed construction debris, or mixed

demolition debris. Notwithstanding the foregoing, this term shall be defined as in Section 68.512(k) of the County Code.

Containers

"Containers" means a receptacle for temporary storage of Discarded Materials. Containers include, but are not limited to, Bins, Carts, Roll-Off Boxes, compactors, cans, buckets, bags, or other storage instruments.

County

"County" means County of San Diego, a political subdivision of the State of California, and all the unincorporated area within the boundaries of the County as presently existing, or as such unincorporated area may be modified during the Term of this Agreement.

County Code

"County Code" means the San Diego County Code of Regulatory Ordinances as currently enacted or subsequently amended by the Board.

Cover Page

"Cover Page" means the first page of this Agreement labeled "Cover Page", which presents the title of the Agreement, parties to the Agreement, and the Collector Type(s) approved for Collector.

Customer(s)

"Customer" means a Person who voluntarily subscribes to the Collector's Collection Services and provides payment for the Collection services provided to the Premises.

DBA

"DBA" means a fictitious name, assumed name, or trade name that is different from Collector's legal name, which Collector uses for "doing business as" to provide Collection services.

Densely-Populated Areas

"Densely-Populated Areas" mean geographic areas of the unincorporated County that are not covered by low-population waiver(s) issued by CalRecycle pursuant to 14 CCR Section 18984.12.

Designated Organic Materials

"Designated Organic Materials" means materials identified by County Code Section 68.502 as materials that are required to be Recycled or Processed by applicable law or regulations. As of the effective date of this Agreement, Designated Organic Materials shall include: (i) Green Materials for Single-Family Customers and Multi-Family Customers in the Densely-Populated Areas and Sparsely-Populated Areas; and (ii) Green Materials and Food Waste for Commercial Customers in the Densely-Populated areas and for Commercial Customers in the Sparsely-Populated Areas that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State).

As of October 1, 2021, Designated Organic Materials shall include: (i) Green Materials and Food Waste for all Customers in the Densely-Populated Areas; (ii) Green Materials for Single-Family and Multi-Family Customers in the Sparsely-Populated Areas; and, (iii) Green Materials and Food Waste for Commercial Premises in Sparsely-Populated Areas that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State). At Collector's option, Designated Organic Materials may exclude Wood Waste and/or dry lumber if Collector Collects such materials as Designated Recyclable Materials. Designated Organic Materials is a subset of Organic Waste that defines the Organic Materials to be Collected by Collector in the Organic Materials Containers.

Designated Recyclable Materials

"Designated Recyclable Materials" means materials identified by County Code Section 68.502 as required to be reused, salvaged, Recycled, or Processed by applicable law or regulations or as designated by the Director. As of the effective date of this Agreement, Designated Recyclable Materials include aluminum, glass bottles and jars, Paper Products, Printing and Writing Papers, Rigid Plastics, tin and bi-metal cans, and White Goods for Residential and Commercial Customers, with the exception that Collector only needs to Collect White Goods through Collector's Bulky Item Collection program. At Collector's option, Designated Recyclable Materials may also include Wood Waste and/or dry lumber. Designated Recyclable Materials is a subset of Recyclable Materials that defines the Recyclable Materials to be Collected by Collector in the Recycling Containers.

Director

"Director" means the Director of the Department of Public Works of the County or a duly authorized representative.

Discarded Materials

"Discarded Materials" means Solid Waste, Recyclable Materials, Organic Materials, Bulk Items, and Construction and Demolition Debris that have been discarded by Generator or Customer. For the purposes of this Agreement, Discarded Materials shall only include the Discarded Materials placed by Generator or Customer for the purpose of Collection by Collector.

Disposal

"Disposal" or "Dispose" means the final disposition of any Solid Waste Collected by the Collector at a permitted Landfill or other permitted Solid Waste facility.

Disposal Site(s)

"Disposal Site(s)" means any permitted Solid Waste handling facility or facilities where the final Disposal of Solid Waste Collected by Collector occurs.

Diversion

"Diversion" (or any variation thereof including "Divert") means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, reuse, salvage, Recycling, and composting.

Diversion Service Level Ratio

"Diversion Service Level Ratio" means the proportion of weekly Container capacity available for Recyclable Materials and Organic Materials compared to the total weekly Container capacity for Recyclable Materials, Organic Materials, and Solid Waste. The Diversion Service Level Ratio, which shall be reported as a percentage, shall be calculated as the sum of the weekly cubic yards of Recyclable Materials and Organic Materials Collection service capacity provided by Collector to Customer divided by the sum of the total weekly cubic yards of Recyclable Materials, Organic Materials, and Solid Waste Collection service capacity provided by Collector to Customer.

Edible Food

"Edible Food" means food intended for human consumption. For the purposes of this Agreement, Edible Food is not considered Discarded Materials if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Environmental Laws

"Environmental Laws" means all Environmental Laws and all other laws, rules, regulations, and requirements regarding public health, safety, and the environment including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601, et seq.; the Resource Conservation and Recovery Act, 42 USC §6902, et seq.; the Federal Clean Water Act, 33 USC §1251, et seq.; the Toxic Substance Control Act, 15 USC §2601, et seq.; the Occupation 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 §25300, et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000, et seq.; the Safe Drinking Water and Toxic Enforcement Act of 1986, California Health and Safety Code §25249.5, et seq.; all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Excluded Waste

"Excluded Waste" means Hazardous Substance, Hazardous Waste, infectious waste, designated waste, volatile waste, corrosive waste, Medical Waste, regulated radioactive waste, and toxic substances or material that Facility operator(s), which receive materials from the County and its Generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, Processing, or Disposal, be a violation of local, State, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills or accepted at the Facility by permit conditions, waste that in the County, or its designee's reasonable opinion, would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the County, or its designee, to potential liability; but not including de Minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Discarded Materials after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance

with Sections 41500 and 41802 of the Public Resources Code. Excluded waste does not include used motor oil and filters, household batteries, universal wastes, and/or latex paint when such materials are defined as allowable materials for Collection through the County's or Collector's Collection programs and the Generator or Customer has properly placed the materials for Collection pursuant to instructions provided by the County or Collector.

Facility(ies)

"Facility(ies)" means any plant or site used for the purposes of handling Discarded Materials including, but not limited to, Disposal Sites, MRFs, and transfer, Recycling, composting, and Processing facilities.

Food Distributor

"Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Food Facility

"Food Facility" has the same meaning as in Section 113789 of the California State Health and Safety Code. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Food Recovery

"Food Recovery" means actions to collect and distribute Edible Food for human consumption which otherwise would be discarded. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Food Recovery Organization

"Food Recovery Organization" means an entity that primarily engages in the collection or receipt of Edible Food from Commercial Edible Food Generators that distribute the Edible Food to the public for Food Recovery either directly or through other entities, including, but not limited to:

A. A food bank as defined in Section 113783 of the California Health and Safety Code;

B. A nonprofit charitable organization as defined in Section 113841 of the California Health and Safety Code; and,

C. A nonprofit charitable temporary food facility as defined in Section 113842 of the California Health and Safety Code.

Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Food Recovery Service
"Food Recovery Service" means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Food Service Provider
"Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, Commercial, or industrial locations or others based on contractual arrangements with these types of organizations. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Food Waste
"Food Waste" means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells; food-soiled paper (including paper that has come in contact with food or liquid, such as, but not limited to, paper plates, paper towels, paper coffee cups, napkins, pizza boxes, and milk cartons); tea bags; coffee grounds; and paper coffee filters. Food Waste excludes fats, oils, and grease when such materials are Source Separated from other Food Waste. No Discarded Materials shall be considered Food Waste unless such materials are separated from other Organic Waste (except that Food Waste does not need to be separated from and may be combined with other Organic Materials for Collection if Collector's Collection program allows for combining of the Organic Materials), Recyclable Materials, and Solid Waste.

Generator
"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under Chapter 5, Division 8, Title 6 of the County Code or under federal, State, or local laws or regulations.

Green Materials
"Green Materials" means leaves, grass, weeds, wood materials from trees and shrubs (including holiday trees and similar materials generated at the Premises), and Wood Waste, provided that wood materials conform to Collector's size requirements, which shall, at a minimum, include wood materials up to four (4) inches in diameter or four (4) feet in length.

Grocery Store
"Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Hazardous Substance
"Hazardous Substance" shall mean any of the following: (a) any substance defined, regulated or listed (directly or by reference) as "hazardous substances", "hazardous materials", "hazardous

wastes", "toxic waste", "pollutant" or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601, et seq.; (ii) the Hazardous Materials Transportation Act, 49 USC §5101, et seq.; (iii) the Resource Conservation and Recovery Act, 42 USC §6901, et seq.; (iv) the Clean Water Act, 33 USC §1251, et seq.; (v) California Health and Safety Code §§ 25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 USC §7401, et seq.; and, (vii) California Water Code §13050; (b) any amendments, rules or regulations promulgated thereunder to such enumerated statutes or acts currently existing or hereinafter enacted; and, (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic or regulated under any other applicable federal, State, local, Environmental Laws currently existing or hereinafter enacted, including without limitation, friable asbestos, polychlorinated biphenyl ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

Hazardous Waste

"Hazardous Waste" means any substance defined as acutely hazardous waste, extremely hazardous waste, or hazardous waste in State Health and Safety Code Sections 25110.02, 25115, and 25117; any waste which meets the definitions set forth in 22 CCR Section 66261.3, et seq., and is required to be managed; any substance listed as hazardous waste in 42 USC Sec. 6901 et seq.; and any substance identified or listed now or in the future as hazardous waste by any State or federal agency.

Health Facility

"Health Facility" has the same meaning as in Section 1250 of the California Health and Safety Code. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Hotel

"Hotel" has the same meaning as in Section 17210 of the California Business and Professions Code. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Inert Materials

"Inert Materials" shall be defined in accordance with Section 68.512(z) of the County Code.

Landfill

"Landfill" means a "Solid Waste Landfill," as defined by Public Resources Code Section 40195.1.

Large Event

"Large Event" means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Large Venue

"Large Venue" means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For the purposes of this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For the purposes of this Agreement, a site under common ownership or control that includes more than one large venue that is contiguous with other Large Venues in the site, is a single Large Venue. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Local Education Agency

"Local Education Agency" means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to Solid Waste. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Materials Recovery Facility (MRF)

"Materials Recovery Facility" means a permitted Solid Waste Facility where Discarded Materials are Processed for the purposes of Recycling or reuse.

Medical Waste

"Medical Waste" has the same meaning as the term "medical waste" as provided in California Health and Safety Code (H & S Code) Sections 117690, 117695, and 117700 and also includes "biohazardous waste" as defined by H & S Code Section 117635. Medical Waste also includes any waste that federal law or any other State law defines as medical waste. "Treated medical waste" means medical waste that has been treated pursuant to the California Medical Waste Management Act, H & S Code Sections 118215 et seq. Medical Waste that has not been treated pursuant to these requirements shall be referred to as untreated medical waste.

Multi-Family or Multi-Family Dwelling Unit

"Multi-Family" means of, from, or pertaining to Residential Premises with five (5) or more dwelling units. Multi-family Premises do not include hotels, motels, or other transient occupancy facilities. References to "Multi-Family Dwelling Unit" refer to an individual Residential unit of the Multi-Family Premises.

Multi-Family/Commercial Collector

"Multi-Family/Commercial Collector" means a Collector that has been authorized (as indicated on the Cover Page of this Agreement) to provide Collection services and other related services to Multi-Family and Commercial Premises in accordance with this Agreement and specific requirements presented in Exhibit D.

Non-Compostable Paper
"Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not break down in the composting process. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Non-Exclusive Franchise Agreement (NEFA)
Non-Exclusive Franchise Agreement (NEFA) means an Agreement entered into between the Collector and the County where the Collector agrees to Collect Discarded Materials, and subsequently transport, transfer, Process, and/or Dispose of the Discarded Materials (as appropriate for the material type pursuant to Exhibit G) that Collector has Collected in the unincorporated County. Where indicated by the context in which the term is used, NEFA may be used to refer to a Collector with a valid NEFA.

Organic Materials
"Organic Materials" means Green Materials and/or Food Waste, whether individually or in combination, set aside, handled, packaged, or offered for Collection in a manner different from Solid Waste for the purpose of Processing. Organic Materials are a subset of Organic Waste.

Organic Waste
"Organic Waste" means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to food, Green Materials, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Papers, manure, biosolids, digestate, and sludges. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Paper Products
"Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, and hanging files, corrugated boxes, tissue, and toweling. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

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

Person
"Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, religious group, county (other than the County of San Diego), city and county, city, municipal corporation, district or other political subdivision, or any other group or combination acting as a unit.

Premises
"Premises" means a tract of land with or without habitable buildings or appurtenant structures.

Printing and Writing Papers
"Printing and Writing Papers" include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Process, Processed, or Processing
"Process, Processed, or Processing" mean the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste and/or other Discarded Materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Prohibited Container Contaminants
"Prohibited Container Contaminants" means the following: (i) Discarded Materials placed in the Recyclable Materials Container that are not identified as Designated Recyclable Materials or that are not identified as acceptable materials for the County's Collection program, (ii) Discarded Materials placed in the Organic Materials Container that are not identified as Designated Organic Materials or that are not identified as acceptable for the County's Collection program; and, (iii) Discarded Materials placed in the Solid Waste Container that are acceptable Recyclable and/or acceptable Organic Materials to be placed in Collector's Recyclable Materials and/or Organic Materials Containers; and (iv) Excluded Waste placed in any Container.

Public Resources Code (PRC)
"Public Resources Code" or "PRC" means the California Public Resources Code.

Putrescible Waste
"Putrescible Waste" includes wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to, Food Waste, offal, and dead animals. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Radioactive Waste
"Radioactive Waste" is defined in accordance with California State Health and Safety Code Section 114710, to mean any radioactive material that is discarded as nonusable.

Recyclable
"Recyclable" means a material which can be Processed into a form suitable for reuse through re-Processing or re-manufacture consistent with the requirements of AB 939.

Recyclable Materials or Recyclables
"Recyclable Materials" means materials, by-products, or components of such materials set aside, handled, packaged, or offered for Collection in a manner different from Solid Waste for the purpose of Recycling.

Recycle/Recycling
"Recycling" means the process of collecting, sorting, cleansing, treating, and reconfiguring materials that would otherwise become Solid Waste and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. Recycling includes processes identified as Landfill reduction pursuant to 14 CCR Sections 18983.1(b) and 18983.2. Recycling does not include transformation as defined by Public Resources Code Section 40201.

Refuse
"Refuse" means any mixture of Putrescible and non-putrescible solid and semi-solid wastes, including garbage, trash, Residential Solid Waste, Commercial Solid Waste, vegetable, or animal solid and semi-solid wastes, and other Solid Waste destined for Disposal sites.

Removal (or Remove)
"Removal" (or "Remove") means the act of taking Discarded Materials from the place of generation.

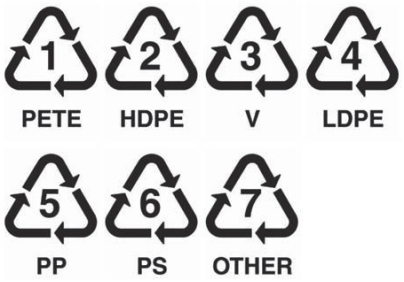
Residential
"Residential" means of, from, or pertaining to Single-Family and Multi-Family Premises used for human shelter, irrespective of whether such dwelling units are rental units or are owner-occupied, excluding hotels, motels, or other transient occupancy facilities.

Residue
"Residue" means those materials which, after Processing, are Disposed rather than Recycled, composted, Processed, or reused due to either the lack of markets for materials or the inability of the Collector-Designated Facility to capture and recover the materials.

Restaurant
"Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Rigid Plastics
"Rigid Plastics" means plastic materials marked 1-7 (as indicated in the figure below) including, but not limited to: (a) all plastic beverage containers labeled "CA redemption value" or "CA cash refund", (b) food and beverage containers for milk, soda, water, salad dressings, cooking oil, etc., (c) jars and canisters for peanut butter, mayonnaise, aspirin, etc., (d) cleaning product containers such as detergents, bleach, soap, shampoo, drain cleaners, etc., (e) automotive and yard product containers for motor oil, antifreeze, herbicide, plant pots, etc., and, (f) any other plastic items

such as toys, tools, utensils, etc. Rigid plastics do not include PVC pipe, expanded polystyrene foam (EPS) food containers, compostable plastics, plastic film, or bags.



Roll-Off Box

"Roll-Off Box" means an open-top metal Container or closed compactor box serviced by a roll-off truck and with a Container capacity of 10 to 50 cubic yards. Roll-off boxes are also known as drop boxes or debris boxes.

Salvageable Material (or Salvaged Material)

"Salvageable Material" (or "Salvaged Material") means an object or material that can be reused again, either for its original purpose or for a similar purpose, without significantly altering the physical form of the object or material.

SB 1383

"SB 1383" means Senate Bill 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. For the purposes of this Agreement, SB 1383 specifically refers to the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle that were approved on November 3, 2020 that created Chapter 12 of 14 CCR, Title 14, Division 7 and amended portions of 14 CCR and 27 CCR.

Self-Haul

"Self-Haul" means the hauling performed by a Self-Hauler.

Self-Hauler

"Self-Hauler" means a Person who hauls Solid Waste, Recyclable Materials, Organic Waste, C&D, or recovered material he or she has generated to another Person. Self-Hauler also includes a person who Back-Hauls and landscapers.

Service Level

"Service Level" refers to the total weekly cubic yards of service capacity calculated by multiplying the number and cubic-yard capacity of a Customer's Container(s) by the frequency of Collection service, and refers to ancillary services such as lock/unlock service, Container push/pull service, etc.

Single-Family or Single-Family Dwelling (SFD)
"Single-Family" means of, from, or pertaining to any Residential Premises with less than five (5) units.

Single-Family Collector
"Single-Family Collector" means a Collector that has been authorized (as indicated on the Cover Page of this Agreement) to provide Collection services and other related services to Single-Family Premises in accordance with this Agreement and specific requirements presented in Exhibit C.

Solid Waste
"Solid Waste" means all Putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, Refuse, paper, rubbish, ashes, industrial wastes, Construction and Demolition Debris, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically-fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid waste, and other discarded solid and semisolid wastes. Solid Waste does not include any of the following wastes: hazardous waste, as defined in Public Resources Code Section 40414; Radioactive Waste; Medical Waste except Medical Waste that has been treated and deemed to be Solid Waste. For the purpose of this Agreement, Solid Waste does not include Recyclable Materials, Organic Materials, Construction and Demolition Debris, manure, and/or Salvageable Materials if such materials have been Source Separated by the Generator for the purpose of Recycling, composting, Processing, salvage, or reuse.

Source Separated
"Source Separated" means the Generator, property owner, property owner's employee, property operator, or property operator's employee has separated materials into different Containers or placed separately for the purpose of Collection such that Recyclable Materials, Organic Wastes, Construction and Demolition Debris, manure, and/or Salvageable Materials are separated from Solid Waste for the purposes of Collection, Recycling, salvage, reuse, and/or Processing.

Sparsely-Populated Areas
"Sparsely-Populated Areas" mean the geographic areas of the unincorporated County covered by low-population waivers issued by CalRecycle pursuant to 14 CCR Section 18984.12(a).

Split Bin
"Split Bin" means a Bin that is split or divided into segregated sections, instead of an entire Bin, or as otherwise allowed pursuant to 14 CCR Chapter 12 Article 3.

Split Cart
"Split Cart" means a Cart that is split or divided into segregated sections, instead of an entire Cart, or as otherwise allowed pursuant to 14 CCR Chapter 12 Article 3.

State
"State" means the State of California.

Subcontractor
"Subcontractor" means any Person, firm, or entity hired by Collector to carry out any of Collector's Collection services under this Agreement. All Subcontractors must hold a valid, unrevoked, and unexpired County Non-Exclusive Franchise Agreement.

Subsidiary
"Subsidiary" means an Affiliate with fifty percent (50%) or more of its ownership control by Collector.

Supermarket
"Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars ($2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Term
"Term" means the duration of this Agreement, including extension periods if granted, as provided for in Sections 3.2 and 3.3.

Tier One Commercial Edible Food Generator
"Tier One Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Supermarket.

B. Grocery Store with a total facility size equal to or greater than 10,000 square feet.

C. Food Service Provider.

D. Food Distributor.

E. Wholesale Food Vendor.

Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Tier Two Commercial Edible Food Generator
"Tier Two Commercial Edible Food Generator" means a Commercial Edible Food Generator that is one of the following, each as defined in 14 CCR Section 18982:

A. Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

B. Hotel with an on-site Food Facility and 200 or more rooms.

C. Health Facility with an on-site Food Facility and 100 or more beds.

D. Large Venue.

E. Large Event.

F. A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

G. A Local Education Agency with an on-site Food Facility.

Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Ton

"Ton" or "Tonnage" or "Tons" means a unit of weight equal to 2,000 pounds (907.18474 kg).

White Goods

"White Goods" mean major kitchen appliances or other large appliances.

Wholesale Food Vendor

"Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination. Notwithstanding the foregoing, this term shall be defined as in 14 CCR Section 18982.

Wood Waste

"Wood Waste" means lumber and wood products, but does not include "treated wood" or "treated wood waste" as defined in 22 CCR section 67386.4.

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF THE COLLECTOR

2.1 CORPORATE STATUS

Collector is an enterprise duly organized, validly existing, and in good standing under the laws of the State of California. It is qualified to transact business in the State of California and has the corporate power to own its properties and to carry on its business as required by this Agreement.

2.2 CORPORATE AUTHORIZATION

Collector has the authority to enter into and perform its obligations under this Agreement. The board of directors of Collector (or the owner/shareholders if necessary) have taken all actions required by law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of the Collector have the authority to do so.

ARTICLE 3: TERMS OF AGREEMENT

3.1 GRANT AND ACCEPTANCE OF AGREEMENT

Subject to Section 3.6, County hereby grants to Collector the non-exclusive right and privilege to use County streets and right-of-ways to Collect and subsequently, transfer, transport, reuse, salvage, Recycle, Process, and/or Dispose (as appropriate for the material type pursuant to Exhibit G) Discarded Materials accumulating in County that are offered for Collection to Collector in accordance with this Agreement and the County Code, and subject to limitations specified in this Agreement. Collector hereby accepts such non-exclusive right to Collect Discarded Materials in the County on the terms and conditions set forth in this Agreement.

The Collector acknowledges the following:

A. Although this Agreement prescribes minimum scope of franchise services, service specifications, and service standards, the County is not responsible for supervising or performing franchise services; and,

B. The Collector and not the County is arranging for franchise services, and the County does not become a "generator" or "arranger" as those terms are used in the context of CERCLA Section 107(a)(3).

3.2 EFFECTIVE DATE AND TERM OF THIS AGREEMENT

The effective date of this Agreement shall be 10/14/2026. For a Collector that is approved as a Single-family Collector and/or Multi-family/Commercial Collector (and that may or may not be approved as a C&D Collector), the Term of this Agreement shall be ten (10) years beginning with the effective date. For a Collector that is only approved as a C&D Collector, the Term of this Agreement shall be three (3) years beginning with the effective date. Any separate agreements for service between the Collector and its Customers shall automatically terminate upon the termination of this Agreement.

3.3 EXTENSION TERM

A. **Single-Family and Multi-Family/Commercial Collector Extension Terms**. At the conclusion of the first year of the initial year of an Agreement for a Single-Family and/or Multi-Family/Commercial Collector, and on the anniversary date of the Agreement every year thereafter, a one (1) year extension shall be applied to the Agreement upon the Director's determination that the Collector is substantially complying with the terms of this Agreement, which determination shall not be unreasonably withheld, so that the Term of the Agreement shall remain ten (10) years, unless otherwise terminated in accordance with this Agreement. On the anniversary date and at the request of either Party, County and Collector shall meet and confer to revise the terms of the Agreement. Any revisions to the Agreement shall only be effective upon the written approval of the Director. If Collector does not agree with revised terms of the Agreement, then Collector may request a hearing before the County Appellate Hearing Board to potentially resolve the contractual dispute. In the case of an appeal, the Collector may continue to operate until the County Appellate Hearing Board renders a decision. The County Appellate Hearing Board shall mean and refer to the appeals board or body specified by Section 16.101 et seq. of the County Code. (See Section 9.2 of this Agreement for procedural requirements to have matter heard by the County Appellate Hearing Board.)

B. **C&D Collector Extension Terms**. The County shall have the option to extend the term of this Agreement, in one or more increments of three (3) years. Unless County notifies Collector in writing not less than thirty (30) days prior to the expiration date of the Agreement that the County does not intend to extend the Agreement, the Agreement will be automatically extended for the next option period of three (3) years.

3.4 TERMINATION FOR CONVENIENCE

A. **General**. The County may terminate this Agreement for convenience by notifying the Collector in writing delivered by certified mail to the address provided by Collector in accordance with Article 10 of this Agreement. The Agreement may be terminated for cause in accordance with the time limits established in Article 9 of this Agreement.

B. **Termination for Convenience for Single-Family Collectors and Multi-Family/Commercial Collectors**. For Single-Family Collectors and Multi-Family/Commercial Collectors, the effective date for termination for convenience shall be no earlier than the expiration date of the ten (10) year Term of the Agreement or the expiration date of subsequent approved extension unless Collector and County agree upon an earlier termination date.

C. **Termination for Convenience for C&D Collectors.** If Collector is a C&D Collector, the County may terminate this Agreement as it pertains to the Collection of C&D for convenience upon thirty (30) days' written notice. In such event, County shall have no liabilities to the Collector on the terminated Agreement including, but not limited to, liabilities for any loss of revenues or profits or stranded contracts or stranded assets on the terminated Agreement.

D. **Effect of Termination.** The County's termination of this Agreement for convenience shall not preclude County from taking any action in law or equity against Collector for:

1. Improperly submitted claim forms;
2. Any failure to perform the work in accordance with the terms of the Agreement;
3. Any breach of any term or condition of the Agreement;
4. Any actions under warranty, express, or implied;
5. Any claim of professional negligence; or,
6. Any other matter arising from or related to this Agreement, whether known, knowable, or unknown before, during, or after the date of termination.

3.5 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of County to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out in A through D below, each of which may only be waived in whole or in part upon the written approval of the Director.

A. **Accuracy of Representations**. The representations and warranties made by Collector in Article 2 of this Agreement are true and correct on and as of the effective date of this Agreement.

B. **Absence of Litigation**. There is no litigation pending on the effective date of this Agreement in any court challenging the award or execution of this Agreement or seeking to restrain or enjoin its performance.

C. **Furnishing of Insurance**. Collector has furnished evidence of the insurance required by Article 8 of this Agreement.

D. **Effectiveness of Board of Supervisor's Action**. The Board has authorized the Director, or another County officer, to execute this Agreement prior to the effective date of this Agreement.

3.6 LIMITATIONS OF SCOPE

The granting of this Agreement shall not preclude the categories of Solid Waste, Recyclable Materials, Organic Materials, Bulk Items, and/or Construction and Demolition Debris identified by County Code section 68.531, and as listed below for illustrative purposes, from being Removed, delivered, Collected, transferred, transported, reused, salvaged, Recycled, Processed, and/or Disposed by others; provided, that nothing in this Agreement is intended to or shall be

construed to excuse any Person from obtaining any required authorization, permit, or approval from the County or other government agency with oversight responsibility:

A. **Recyclable Materials and Organic Waste Hauled by Other Persons**. A Person that Collects Recyclable Materials and Organic Waste from Customers pursuant to County Code Section 68.531.

B. **Materials Removed as Incidental Part of Services**. A Person (excluding construction and demolition clean-up service providers that are required to be C&D Collectors with valid NEFA) that Removes and transports Discarded Materials from a Premises as an incidental and a minor part of the services being performed, provided that the Removed materials were generated by the services the Person provided pursuant to County Code Section 68.531.

C. **Agricultural Materials from Agricultural Operations**. A Person from an agricultural operation that Removes agricultural materials from an agricultural Premises and transports the material to another agricultural operation for a purpose other than Disposal pursuant to County Code Section 68.531.

D. **Self-Hauled Materials**. A Person that Removes Discarded Materials generated and stored at any Premises and transports the materials to a facility for reuse, salvage, Recycling, Processing, transfer, or Disposal provided such Person owns, leases, rents, or has legal access to such Premises, or, in the case of a Commercial Premises, Multi-Family Premises, or a County facility provided such Removal and transportation is performed by the owner, principal, or partner of the Commercial Premises, Multi-Family Premises, or County or his/her bona fide employees using a vehicle owned or leased by the Commercial Premises, Multi-Family Premises, or County pursuant to County Code Section 68.531.

E. **Group of Single-Family Premises on Private Streets**. A Person that Removes and transports Residential Solid Waste, Recyclable Materials, and Organic Waste from a group of Single-Family Residential owners or tenants when residences, not to exceed ten (10) units, lie within a single boundary served internally only by private streets pursuant to County Code Section 68.531.

F. **Materials Generated by Public Schools and State**. A Person that Removes and transports materials generated by public schools and State facilities pursuant to County Code Section 68.531.

G. **Materials Hauled by Certified Recyclable Materials Collectors (CRMC)**. Certified Recyclable Materials Collectors that Remove and transport Recyclable Materials, Green Materials (excluding Wood Waste), Food Waste, and pallets in compliance with CRMC requirements and pursuant to County Code Sections 68.531 and 68.560 through 68.567.

H. **Beverage Containers**. A Person that Removes and transports containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, California Public Resources Code, Section 14500, et seq. pursuant to County Code Section 68.531.

I. **Hazardous Waste and Medical Waste**. A Person that Removes and transports Hazardous Waste and Medical Waste, regardless of its source pursuant to County Code Section 68.531.

J. **Sewage Treatment By-Products**. A Person that Removes and transports by-products of sewage treatment, including sludge, sludge ash, grit, and screenings pursuant to County Code Section 68.531.

K. **Processing Residue**. A Person that Removes and transports Residue or non-putrescible waste from a Solid Waste management facility, including Materials Recovery Facilities, composting facilities, and transformation facilities pursuant to County Code Section 68.531.

L. **Animal Waste Used for Tallow**. A Person that Removes and transports animal waste and remains for use as tallow pursuant to County Code Section 68.531.

M. **Manure**. A Person that Removes and transports Source Separated manure and animal bedding materials provided such materials are transported by Person separately from any other materials for a purpose other than Disposal pursuant to County Code Section 68.531.

N. **Community Clean-Up Materials**. A Person that Removes and transports Discarded Materials collected in the course of a community clean-up campaign pursuant to County Code Section 68.531.

O. **Solid or Semi-Solid By-Products**. A Person that Removes and transports solid or semi-solid discards or by-products of food and beverage sales or Processing activities that are collected for use as livestock feed, including, but not limited to, spent brewery grains and fruit pulp that is Self-Hauled (consistent with subsection D), hauled by the Generators' employees, or by a Person that collected materials for their direct use pursuant to County Code Section 68.531.

P. **Liquid By-Products**. A Person that Removes and transports liquid by-products of food or beverage processing pursuant to County Code Section 68.531.

Q. **Food Waste for Animal Feed**. A Person that Removes and transports Food Waste that is separated by the Generator for use as animal feed pursuant to County Code Section 68.531.

R. **Edible Food**. A Person, such as a Person from a Food Recovery Organization or Food Recovery Service that Removes and transports Edible Food for the purpose of distributing Edible Food for human consumption, or Edible Food Removed that is Self-Hauled to a Food Recovery Organization or Food Recovery Service for the purpose of Food Recovery pursuant to County Code Section 68.531.

S. **Donated Materials**. A Person that Removes and transports any items that are donated by the Generator to youth, civic, or other charitable organizations may be transported by other Persons pursuant to County Code Section 68.531.

T. **Salvageable Materials**. A Person that Removes and transports reusable or Salvageable Materials that are donated or sold by the Generator for the purpose of reuse pursuant to County Code Section 68.531.

Collector acknowledges and agrees that the County may permit other Persons besides Collector to collect any or all types of Discarded Materials including those listed in this Section without seeking or obtaining approval of Collector under this Agreement. Persons currently authorized to haul Discarded Materials without first obtaining a Non-Exclusive Franchise Agreement are identified in Section 68.531 of the County Code. Sections 3.6.A through 3.6.T are intended to reflect the exemptions listed in Section 68.531 of the County Code. To the extent there is a conflict between this provision and the County Code, the County Code shall prevail.

This grant to Collector is a non-exclusive right and privilege to Collect and subsequently transport, transfer, reuse, salvage, Recycle, Process, and/or Dispose Discarded Materials (as appropriate for the material type pursuant to Exhibit G), which shall be interpreted to be consistent with State and federal laws and regulations, subject to the limitations within this Agreement, now and during the Term of the Agreement. The scope of this non-exclusive Agreement shall be limited by current and future State and federal laws and regulations with regard to handling of Solid Waste and other Discarded Materials, enactment of new laws or regulations or new court decisions which may limit the ability of County to lawfully regulate the scope of services as specifically set forth herein. Collector agrees that the scope of the Agreement shall be limited to those services which may be lawfully provided.

3.7 NO GUARANTEES OF MATERIAL VOLUME OR COMPOSITION OR CUSTOMERS

The County does not guarantee the quantity or composition of Discarded Materials that may be available for Collection by Collector for subsequent transfer, transport, reuse, salvage, Recycling, Processing, and/or Disposal (as appropriate for the material type pursuant to Exhibit G) by Collector during the Term of the Agreement. The Parties acknowledge that the quantity and composition of Discarded Materials may be impacted during the Term of the Agreement based on a number of unpredictable factors such as, but not limited to, those factors listed below.

- The state of the economy;
- The number of residents and the number and type of businesses;
- Participation level of residents and businesses in various Diversion programs;
- Rate-setting practices for Collection services;
- Changes in technology;

- County's on-going effort to increase Diversion of Discarded Materials and Food Recovery;
- Diversion programs/policies of the County, State, and others;
- Impact of SB 1383 and programs that are implemented as a result of SB 1383 regulations as well as the impact of other existing and future federal, State, or local laws and regulations;
- Impact of new bans or policies on the Disposal of materials established by the County and/or the State; and,
- Impact of new policies on product stewardship and extended producer responsibility established by the County and/or the State.

Furthermore, County does not guarantee the number or type of Customers that the Collector will have during the Term of the Agreement.

ARTICLE 4: AGREEMENT

4.1 GRANT OF AGREEMENT

County hereby grants to Collector a non-exclusive right to engage in the business of Collecting, and subsequently transporting, transferring, reuse, salvage, Recycling, Processing, and/or Disposing Discarded Materials (as appropriate for the material type pursuant to Exhibit G) accumulated or produced in the unincorporated County and to use the public streets and rights-of-way for such purpose subject to the limitations within this Agreement.

4.2 SOLID WASTE MANAGEMENT AGREEMENT FEE

In accordance with the Code Section 68.542, Collector agrees to pay to the County a Solid Waste Management Agreement fee as established by resolution on all Discarded Materials Collected in the unincorporated County, except for Source Separated Recycled Inerts. The exception for Inerts shall only apply to Inerts that have been Source Separated by material type (e.g., soil, sand, rock, asphalt, and concrete) for Recycling and that have been separately Collected from other Inerts and from other Discarded Materials. The fee may be modified in the amount and manner of payment at any time during the Term of the Agreement by a resolution of the Board of Supervisors.

4.3 SOLID WASTE PLANNING FEES

If Collector Collects and transports Solid Waste out of the County for Disposal, Collector agrees to pay to the County Solid Waste planning fees on all such Solid Waste Tonnage, in accordance with Article VIII of Chapter 5, Division 8, Title 6 of the County Code. The fee may be modified in

the amount and manner of payment at any time during the Term of the Agreement by a resolution of the Board of Supervisors.

4.4 SUBMITTAL OF FEE PAYMENTS

The Director shall have the authority to establish the method(s) of collecting the Solid Waste Management Agreement fee and Solid Waste Planning Fees. This may include, but shall not be limited to, collecting the fee at a Disposal Site within the County of San Diego or invoicing Collector for fees owed.

The following is an example of a method of invoicing:
On or before the sixtieth (60th) day following the end of a calendar year quarter, during the Term of this Agreement, County shall invoice Collector for fees owed, as provided in Section 4.2, as a Solid Waste Management Agreement fee payment, for said period. All fees are due and payable by Collector within thirty (30) days of receipt of an invoice. Any late payments shall be handled in accordance with Section 65.105 of the County Code. If the County determines that Collector shall pay Solid Waste Planning Fees pursuant to Section 4.3, the invoice may also include the Solid Waste Planning Fees due.

Each remittance shall include a certification executed by an authorized officer of the Collector, in substance, as follows: "I declare, under penalty of perjury, that this statement is made by me, and that I am authorized to make such a statement, and to the best of my knowledge, and belief it is a true, correct, and complete statement made in good faith for the quarter stated herein." In addition, Collector shall maintain copies of all Collection, transfer, Recycling, Processing, and Disposal records for three (3) years or longer if required by Article 7, following the date of billing, for inspection and verification by County or its agents, at any reasonable time upon request.

4.5 COUNTY DESIGNATION OF FACILITIES

Collector agrees that the Board of Supervisors may, upon making a finding of public health, safety, well-being, or benefit, direct Collector to deliver any or all Discarded Materials Collected within the unincorporated County to a transfer facility, Materials Recovery Facility, composting facility, Processing facility, or Disposal Site, as County may designate. The Residue remaining after Processing, composting, or recovery of Recyclable Materials, Organic Materials, and Construction and Demolition Debris shall be subject to the Board's authority to direct Disposal at a Disposal Site designated by the Board. Collector shall reserve the right to direct such Residue in accordance with the Board's direction in any agreement with the operator of any transfer facility, Materials Recovery Facility, composting facility, or Processing facility where Collector delivers Discarded Materials. Collector agrees to transport Discarded Materials to the designated Facility(ies) designated by the Board, commencing no later than ninety (90) days from receipt of notice from the Director. If County directs Discarded Materials to a designated Facility, County shall negotiate a best Disposal or Processing fee or tipping fee which shall be available to all

Collectors operating in the unincorporated County without regard to the volume of Discarded Materials delivered. Collector shall not be precluded from negotiating to secure for itself a lower Disposal or Processing fee or tipping fee from the owner or operator of the facility designated by the Board.

4.6 RATE REGULATION

Pursuant to Public Resources Code Section 40059 and County Code Section 68.543, the Board of Supervisors shall have the power to review and regulate Collector's fees, rates, and charges upon a finding that Collector is charging unreasonable or excessive fees, rates, or charges, and the Board of Supervisors shall have the right to specify specific Customer rate structuring arrangements and/or relationships between various types of Customer rates.

ARTICLE 5: COLLECTION SERVICES

5.1 GENERAL

A. **Approved Collector Type.**

1. Collector shall only be permitted to perform the services for the Collector Type(s) for which Collector has been approved by the County and which are recorded on the Cover Page of this Agreement.

2. A "Limited Single-Family Service Allowance" may be granted by the Director to a Multi-Family/Commercial Collector that is not approved as a Single-Family Collector, which allows the Collector to Collect from one hundred (100) or fewer Single-Family Customers subject to review and approval by Director for such allowance.

3. If a Collector held a valid Non-Exclusive Solid Waste Management Agreement with the County prior to the effective date of the Agreement, it shall have the right to be approved for all Collector Types when and if it demonstrates to the Director's satisfaction, its ability to fulfill all service and performance requirements for each Collector Type. For example, if a Collector initially requests and is approved as a Multi-Family/Commercial Collector, it shall have the right at any time during the Term of the Agreement to request approval to operate as a Single-Family Collector and/or C&D Collector subject to its demonstration, to the Director's satisfaction, of its ability to fulfill all service and performance requirements for approval of other Collector Type(s).

4. If Collector did not hold a valid Non-Exclusive Solid Waste Management Agreement with the County prior to the effective date of the Agreement, it shall only have the right to operate as a C&D Collector during the Term of the Agreement.

B. **Extent of Collector's Services**. Collector shall designate in writing to the Director, which shall be subject to Director's approval, the Collection area(s) to be served, the type(s) of service to be provided (Single-Family Collection, Multi-Family/Commercial Collection, and/or C&D Collection Services) within each service area (which must be consistent with the approved Collector Type(s) recorded on the Cover Page of the Agreement).

Collector's designated service areas shall conform to the areas described on the Solid Waste Sub-regional Collection Areas Map approved by the Director, which may be amended from time to time.

C. **Overall Performance Obligations**. The work to be done by Collector pursuant to this Agreement shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve the Collector of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Collector pursuant to this Agreement shall be accomplished in a manner so that the residents and businesses receiving services from Collector are provided reliable, courteous, and high-quality Collection and/or Diversion services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Collector of the duty of accomplishing all other aspects in the manner generally provided in this Article for the delivery of services, whether such other aspects are enumerated elsewhere in the Agreement or not.

D. **Right to Refuse Service**. Collector may refuse service to any Customer for failure to pay their bill within sixty (60) days of the invoice date or for any substantial refusal to comply with Collection requirements as set forth in the County Code after giving the Customer a reasonable opportunity to comply. The right to refuse service is set forth at Section 68.548 of the County Code.

If Collector exercises its right to refuse service for Customer failure to pay their bill within sixty (60) days, Collector shall remove any Container(s) provided by Collector to such Customer that are located in the public right of way. Collector shall not charge Customers for removal of Containers in these circumstances.

5.2 SCOPE OF COLLECTION SERVICES

A. **General Collection Requirements**. Collector is authorized as Single-Family Collector, Multi-Family/Commercial Collector, and/or C&D Collector as recorded on the Cover Page of this Agreement. If Collector is a Single-Family Collector, it shall perform Single-Family Collection services in accordance with the service requirements specified in Exhibit C. If Collector is a Multi-Family/Commercial Collector, it shall perform the Multi-Family/Commercial Collection services in accordance with the service requirements specified in Exhibit D. If

Collector is a C&D Collector, it shall perform the C&D Collection services in accordance with the service requirements specified in Exhibit E.

B. **Multi-Family/Commercial Generator Compliance**. If Collector is a Multi-Family/Commercial Collector, Collector shall assist the County in determining Multi-Family/Commercial Generator compliance with material separation and Recycling requirements in the County Code and State regulations, including, but not limited to AB 341, AB 1826, and SB 1383. Pursuant to Section 5.4, Collector shall support Multi-Family and Commercial Diversion activities by facilitating Customer compliance with the County's Multi-Family and Commercial Diversion Service Level Ratio requirements established through Article VII of Chapter 5, Division 8, Title 6 of the County Code.

5.3 COLLECTION STANDARDS

A. **Minimization of Spills and Clean-up**. During Collection or transportation activities, Collector shall clean up Discarded Materials spilled during Collection in the immediate vicinity of any Container.

B. **Covering of Loads**. Collector shall cover all open Roll-Off Boxes and compactor openings during transport from one Collection site to another or to a Collector-Designated Facility. All Discarded Materials transported to a Collector-Designated Facility in vehicle hoppers shall be adequately covered.

C. **Record of Non-Collection**. When any Container of Discarded Materials is not Collected by Collector because such material fails to meet the requirements of the County Code or this Agreement, Collector shall leave a tag, which indicates the reason(s) for Collector's refusal to Collect the Discarded Materials as well as the Collector's address, website address (if any), local telephone number, and business hours.

D. **Noise**. All Discarded Materials Collection operations shall be conducted as quietly as possible and shall conform to applicable federal, State, and County noise level regulations.

E. **Care of Private Property**. Reasonable care shall be used by the Collector's employees in handling all Collection Containers and enclosures, and all damage caused by the negligence or carelessness of the Collector's employees shall be promptly adjusted with the owner thereof.

F. **Provision of Service Upon Request**. Collector shall provide service within its permit areas to any Customer who requests the Collector's services and agrees to pay the Collector's rates. Collector may refuse service to any Customer where topography, geographical isolation, and/or inadequate access constitute an unreasonable hardship for Collector as determined by the Director.

5.4 DIVERSION REQUIREMENTS

A. **Diversion Goals**. Annual Diversion goals are specified in Exhibit B. Collector may report Diversion as one entity and shall collectively work to achieve the Diversion goal(s) specified in Exhibit B. Failure to achieve the annual Diversion goal(s) may subject Collector to consequences specified in Exhibit B of this Agreement.

B. **Diversion Credit, Not Disposal**. Diverted Tonnage shall be Tonnage Collected and Processed in a manner such that the Tonnage is not considered as Disposal for the purposes of AB 939, SB 1383, and AB 1594. Diversion achieved by transformation (conversion to energy) shall be credited toward reaching the Diversion goals only to the extent that the State grants Diversion credit to the County. Third-party Diversion shall not be considered toward achievement of the Diversion goals in Exhibit B.

C. **Multi-Family and Commercial Diversion**

1. **General**. If Collector is a Multi-Family/Commercial Collector, Collector shall assist its Multi-Family and Commercial Customers in the Densely-Populated Areas in complying with the County's Multi-Family and Commercial Diversion Service Level Ratio requirements through provision of education information and technical assistance pursuant to Section 6.5.

2. **Calculation and Reporting of Diversion Service Level Ratios.** Collector shall calculate Diversion Service Level Ratios of its Multi-Family and Commercial Customer's to determine if Customers are in compliance with the County's Multi-Family and Commercial Diversion Service Level Ratio requirements and report to the County pursuant to Section 7.3.4.

3. **Outreach Assistance for Customers**. Collector shall conduct assessments of and outreach to Customers that are not meeting the Diversion Service Level Ratio requirements to assist such Customers in achieving compliance with the County's Multi-Family and Commercial Diversion Service Level Ratio Requirements. Through its assessments and outreach, Collector shall document if the Customer is complying through activities conducted by other Persons (e.g., if the Customer is arranging for such services through another NEFA or CRMC; Self-Hauling or Back-Hauling materials to a facility for reuse, salvage, Recycling, Processing, transfer, or Disposal; holding a waiver(s) from the County for some Collection services or may potentially be qualified for a waiver(s); is using another compliance method) or determine reason(s) for non-compliance (if any); provide education about SB 1383 regulations, Recycling requirements in Article VII of Chapter 5, Division 8, Title 6 of the County Code; and the County's Multi-Family and Commercial Diversion Service Level Ratio requirements; and assist Customer in determination of appropriate Service Levels.

   a. New Customers and Customer Requesting Changes in Service Levels: Collector shall provide outreach assistance described in this Section to all new Customers within fourteen (14) days of the Customer's subscription to Collector's Collection

services and to existing Customers requesting changes to Service Levels within fourteen (14) days of the Customer's request.

b. Other Customers: Collector shall provide outreach assistance described in this Section to Customers as follows:

(1) Year 1 (July 1, 2021 through June 30, 2022): Collector shall provide outreach assistance to its Multi-Family and Commercial Customers with Diversion Service Level Ratios less than twenty-five percent (25%).

(2) Year 2 (July 1, 2022 through June 30, 2023): Collector shall provide outreach assistance to its Multi-Family and Commercial Customers with Diversion Service Level Ratios less than thirty percent (30%).

(3) Subsequent Years: Collector shall provide outreach assistance to all Multi-Family and Commercial Customers with Diversion Service Level Ratios less than thirty-five percent (35%).

4. **Outreach Strategy**. When providing outreach assistance services required by this Section, Collector shall follow the "escalating" outreach strategy below.

a. Collector shall inform Customers that are not meeting the County's Diversion Service Level Ratio requirements of Collector's requirement to report such Customers to County.

b. Within thirty (30) days of Collector's provision of information to Customers pursuant to subsection a., Collector shall perform a follow-up visual Service Level audit, including inspection of the Customer's Discarded Materials to determine if the Service Levels are adequate or to recommend changes to the Customer's Service Levels or other strategies to assist the Customer with compliance with the County's Multi-Family and Commercial Diversion Service Level Ratio requirements or to assist the Customer in securing appropriate waivers from the requirements. Within two (2) business days of the visual Service Level audit, Collector shall provide Customer an audit report with recommendations on how the Customer can meet the County's Diversion Service Level Ratio requirements and a notice informing Customer that Collector will report the Customer to the County within thirty (30) days if the Customer does not implement actions to comply. At this time, Collector shall also inform the Customer that being reported to the County may trigger one or more inspections by County, even if Customer changes Collectors, and may result in assessment of penalties for failure to comply with the County's Diversion Service Level Ratio requirements.

c. If Customer does not adjust its Service Level to achieve compliance with the County's Diversion Service Level Ratio requirements within thirty (30) days of Collector's visual Service Level audit pursuant to subsection b., does not have a valid documented reason for not meeting the County's Multi-Family and Commercial Diversion Service Level Ratio requirements, or does not apply for one

or more waivers under Section 68.575 of the County Code within thirty (30) days of Collector's visual Service Level audit, Collector shall report the Customer to the County.

5.5 TRANSFER, PROCESSING, AND DISPOSAL FACILITY STANDARDS

Collector shall use the Collector-Designated Facility(ies) specified in Exhibit F and shall comply with the Processing and Disposal standards defined in Exhibit G.

Collector shall guarantee transfer, Processing, and/or Disposal capacity (as applicable for the material type) at the Collector-Designated Facility(ies) to receive all Discarded Materials Collected by the Collector throughout the Term of the Agreement. If the Collector does not own or operate one or more of the Collector-Designated Facilities, Collector shall enter into an agreement with the owner or operator of such Facility(ies) to secure a capacity guarantee that meets these requirements and shall require the owner's/operator's compliance with the Facility standards specified in Exhibit G.

5.6 EQUIPMENT

A. **General**. All vehicles used by the Collector in providing Discarded Materials services shall be registered with the California Department of Motor Vehicles and shall meet or exceed all legal standards including, but not limited to, 14 CCR Section 17341 et seq. and Section 68.549 of the County Code. Collector agrees to maintain all of its Collection vehicles in compliance with the provisions of applicable law and regulations, including but not limited to the California Vehicle Code and County Code. Collector's vehicle shall carry a shovel, broom, and fire extinguisher and shall be equipped with an audible automatic back up or other acceptable warning devices. For vehicles purchased after January 1, 2010, vehicles shall also be equipped with a functioning camera providing a video display for the driver that enhances or supplements the driver's view behind the truck for the purpose of safely maneuvering the truck.

B. **Vehicle Identification**. Collector's name, local telephone number, and a unique vehicle identification number designed by Collector for each vehicle shall be painted (in letters at least three (3) inches high) on each side and across the back of each vehicle.

C. **Cleaning and Maintenance**:

1. General. Collector shall maintain all of its properties, facilities, and equipment used in providing service under this Agreement in a safe, neat, clean, and operable condition at all times. Each truck shall be designed so that Discarded Materials, oil, or grease will not blow, fall, or leak out of the truck onto the street. All Discarded Materials shall be transported by means of vehicles equipped with leak -resistant bodies fitted with close fitting covers.

2. Cleaning. Vehicles used in the Collection of Discarded Materials shall be washed on a regular basis so as to present a clean appearance and minimize odors.

3. Storage. Collector shall arrange to store all vehicles and other equipment in location(s) in accordance with County's applicable zoning regulations, if stored within the County. Collection vehicles when not in use must be parked in an off-street location, except in an emergency situation.

4. Covers. Vehicles shall be equipped with a mechanical cover or tarp, that is adequate to cover and prevent Discarded Materials from blowing out of the vehicle and which complies with County Code Section 68.549.

5. Operation. Vehicles shall be operated in compliance with the California Vehicle Code, 14 CCR, Division 7, Chapter 3, Article 5 and all applicable safety and local ordinances. Collector shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

6. Modifications. Upon approval of the Director, Collector may modify the equipment standards under any of the following conditions.

   (a) Collection Routes or areas which are extremely difficult to serve with standard Collection vehicle;
   (b) Unusual topography; and/or,
   (c) Difficult road/driveway access problems.

7. Vehicle Inspection. All trucks used in the Collection and transportation of Discarded Materials may be inspected at such time and place as designated by the Director. The Director may schedule an annual inspection for randomly selected trucks operated by Collector. The Director may revoke the use of any truck that fails to meet the requirements of this Agreement, and such truck shall not be used for the Collection or transportation of Discarded Materials until its default has been corrected to the satisfaction of the Director. Revocation of the right to use a particular truck shall not excuse Collector from performing any of its obligations under this Agreement.

8. Inventory. Collector shall annually furnish to the County a current vehicle inventory of Collector's vehicles used to provide Collection services in the unincorporated County under this Agreement.

D. **Alternative Fuel Vehicles**. If Collector is a Single-Family Collector and/or Multi-Family/Commercial Collector, Collector shall comply with the following requirements:

1. All fleet packer vehicles and Roll-Off trucks used by Collector to provide Discarded Materials Collection services under this Agreement must be Alternative-Fuel Heavy-Duty Vehicles by July 1, 2029 subject to limited exceptions granted by the Director pursuant to subsection 3 below.

2. For the purposes of this subsection, Alternative-Fuel Heavy-Duty Vehicle shall mean heavy-duty vehicle or engine that uses compressed or liquefied natural gas, liquefied petroleum gas, methanol, electricity, fuel cells, or other advanced technologies that do

not rely on diesel fuel or gasoline. Alternative-Fuel Heavy-Duty Vehicle shall also mean a heavy-duty vehicle or engine that uses renewable natural gas (RNG) derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR, Division 7, Chapter 12 to Recycle Organic Waste.

3. If Collector believes it has a challenge complying with this requirement for vehicles that service Sparsely-Populated Areas, Collector may submit to the County a written request for a limited exception to the alternative fuel vehicle requirement for one or more vehicles that service Sparsely-Populated Areas along with documentation supporting its request. The County shall review and approve or deny such request, in its sole discretion. If approved, the limited exception shall extend the compliance date by one year for a limited number of designated vehicles. At its option, the Collector may reapply annually for the limited exception.

4. If RNG is used to fuel some or all of Collector's Alternative-Fuel Heavy-Duty Vehicles and such RNG: (1) was procured from a publicly-owned treatment works (POTW) that receives Organic Wastes generated in the County and meets other requirements specified in 14 CCR Section 18993.1(h), or (2) derived from Organic Waste that has been diverted from a Landfill and Processed at an in-vessel digestion Facility that is permitted or otherwise authorized by 14 CCR to Recycle Organic Waste and meets 14 CCR Section 18993.1(h) requirements, then Collector shall agree that the County has the right to report this RNG usage (attributable to the County's volume of Organic Wastes received at the POTW or in-vessel facility) towards the County's fulfilment of its annual recovered Organic Waste product procurement target defined in accordance with 14 CCR Section 18993.1. Collector shall maintain records of the amount of RNG purchased and shall report this information in accordance with Section 7.3.

E. **California Air Resources Board (CARB) Regulations**. All vehicles subject to CARB regulations that are used by Collector in providing Discarded Materials management services under this Agreement shall be in compliance with CARB regulations for Diesel Particulate Matter Control Measures for On-road Heavy-duty Diesel-fueled Residential and Commercial Solid Waste Collection Vehicles, and shall meet all applicable engine emissions requirements.

5.7 COLLECTOR PROVIDED CONTAINERS

A. **General**. Collector-provided Containers used for storage of Discarded Materials shall be designed and constructed to be watertight and prevent the leakage of liquids.

B. **Cleaning, Painting, Maintenance**. Collector shall replace, clean, or repaint all Containers as needed so as to present a clean appearance. Collector shall do the same upon forty-eight (48) hours' notice by Director. When Collector paints any of its Containers, it shall paint Containers with colors that conform to the colors specified in subsection C below, and such colors shall be approved by the County in accordance with subsection C below.

C. **Container Colors**. Carts, Bins, and Roll-Off Containers provided by Collector to Customers to store Discarded Materials for Collection shall meet the following color requirements. The Container colors shall be reviewed and approved by the County at least thirty (30) days prior to Collector's procurement of Containers and/or prior to painting of Containers. Notwithstanding this subsection, the Collector is not required to replace functional Containers, including Containers purchased prior to January 1, 2022 that do not meet the following color requirements prior to the end of the useful life of those Containers or prior to January 1, 2036, whichever comes first.

1. Carts. The lids and bodies of Recycling Carts shall be blue. The lids and bodies of Organic Materials Carts shall be green. The lids and bodies of the Solid Waste Carts shall be black or gray. If Collector provides separate Food Waste Collection in accordance with Exhibits C and/or D, the lid and bodies of the Food Waste Carts shall be brown.

2. Bins and Roll-Off Boxes.

    a. Recycling Containers. Lids of the Recycling Bins and Roll-Off Boxes shall be blue.
    b. Organic Materials Containers. Lids of the Organic Materials Bins and Roll-Off Boxes shall be green.
    c. Solid Waste Containers. Lids of the Solid Waste Bins and Roll-Off Boxes shall be black or gray.
    d. Food Waste Containers. If Collector provides separate Food Waste Collection in accordance with Exhibits C and/or D, the lid of the Food Waste Bins and Roll-Off Boxes shall be brown.
    e. Bodies of Bins and Roll-Off Boxes. Bodies of the Bins and Roll-Off Boxes may be a color that is different than the lid colors specified above provided that Collector obtains approval of the color of the bodies from the Director at least thirty (30) days before Collector's procurement of such Containers and such color conforms with requirements of 14 CCR Sections 18982, 18984.1, 18984.2, 18984.3, and 18987 if applicable.

3. Split Containers. Lid and body colors of Split Carts and Split Bins shall be approved by the Director at least thirty (30) days before Collector's procurement of such Containers and shall conform with requirements of 14 CCR Section 18984.1 and 1984.2 if applicable.

D. **Container Signage and Labeling Standards**. Carts, Bins, Roll-Off Boxes, and other Containers provided by Collector to Customers to store Discarded Materials pending Collection shall be clearly identified as Solid Waste, Recyclable Materials, Organic Materials, Construction and Demolition Debris, or Food Waste Containers, as applicable. All Containers shall display the Collector's name (in letters not less than three (3) inches high) on the exterior of the Container so as to be visible when the Container is placed for use, local telephone number, and some identifying inventory or serial number.

Collector shall place a label on Containers or provide Containers with imprinted text or graphic images on all Containers or on the lids of all Containers provided to Generators. The

Collector's labels or imprinted text and/or graphics on each Container shall indicate the primary materials accepted and the primary materials that are Prohibited Container Contaminants in that Container, or as otherwise required by 14 CCR Section 18984.8. Container labels or imprinted text and/or graphics on each Container shall display the Collector's name, local telephone number, and some identifying inventory or serial number on the Container. Collector shall achieve compliance with the Container labeling requirements in accordance with the following timeline: fifty percent (50%) of all Containers by December 31, 2021 and one hundred percent (100%) of all Containers by June 30, 2022.

E. **Other**. Collector shall provide clean Containers free from graffiti. Roll-Off Boxes shall be equipped with reflectors as required to comply with applicable law and regulations.

5.8 PERSONNEL

A. **Driver Qualifications**. All drivers shall be trained and qualified in the operation of Collection vehicles and must have in effect a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

B. **Safety Training**. Collector shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for Collection of Discarded Materials, or who are otherwise directly involved in such Collection.

C. **Employee Conduct**. Collector shall ensure that all employees present a neat appearance and conduct themselves in a courteous manner in their dealings with Customers and the general public.

5.9 HAZARDOUS WASTE

Collector agrees to establish an educational program training Collector's employees in the identification and proper handling of Hazardous Waste. Collector's employees shall not knowingly place such Hazardous Waste in the Collection vehicles, nor knowingly Dispose of such Hazardous Waste at a transfer, Recycling, Processing, or composting Facility or Disposal Site.

If the Collector determines that Discarded Materials placed in any Container for Collection or delivered to any Facility is or contains Hazardous Waste, Medical Waste, or other waste that may not legally be delivered to a Collector-Designated Facility or Disposed of at the Disposal Site or presents a hazard to Collector's employees, the Collector shall have the right to refuse to accept such Discarded Materials. The Collector must contact the Customer and request Customer to arrange proper Disposal. If Hazardous Waste is found in a non-Residential Container or if otherwise required by applicable law or regulations with regard to any type of Container serviced by Collector, the Collector must notify the County Department of Environmental Health, Hazardous Materials Division.

5.10 CONTRACTS WITH CUSTOMERS

A. **General**. Collector may enter into mutually agreed upon contracts with its Customers. Customers are not required to enter into a contract with Collectors. Any contract between the Collector and Customer for Collection services provided pursuant to this Agreement shall meet the requirements of this Section 5.10.

1. Duration of Contracts.

   a. Term. The initial term of the Customer contract shall not exceed three (3) years and shall not exceed the expiration date of this Agreement (including any amendment, extension, automatic renewal or early termination thereof), subject to exceptions in subsection d. below. After the initial Customer contract term expires, the Collector may allow the term of the Customer contract to automatically renew in twelve (12) month periods (or fewer months at Collector's option) thereafter (subject to the limitation on term not extending beyond the Term of this Agreement as set forth in the prior sentence).

   b. Auto-Renewal Conditions. The Collector's Customer contract may provide for automatic renewal of the contract term. However, the contract shall give Customer the right to cancel service prior to automatic renewal and shall not require more than 60 days' prior written notice of cancellation.

   c. Invalid Non-Exclusive Franchise Agreement. In the event that Collector no longer holds a valid Non-Exclusive Franchise Agreement, that Collector's Customer contracts shall be null and void. Collector shall not be entitled to charge Customers any costs associated with Collector's removal of Containers from Customer's Premises; and Collector shall refund any balances to Customers within thirty (30) days of the Agreement becoming invalid. Within ten (10) days of Collector's Agreement becoming invalid, Collector shall inform Customers by written notice by United States mail, other delivery service, personal hand delivery, or email, that Collector's Customer contracts are null and void, and shall inform Customers of other Collectors operating in the area.

   d. Exceptions. Any valid contract that Collector has with a Customer prior to the effective date of this Agreement may have an initial term that exceeds three (3) years; however, renewals of the initial term shall not be provided in periods exceeding twelve (12) months. If Collector enters into a contract with a Customer to provide Collection service to a federal facility, the contract duration may exceed three (3) years provided that the expiration date of the term does not exceed the then-current contract expiration date of this Agreement.

2. Contract Rates. Collector shall set rates, fees, and charges for its Customers and shall file rates with the County in accordance with Section 6.3.

3. Cancellation by Customer. Contracts shall provide for cancellation by the Customer. Contracts shall not require more than 60 days' prior written notice for cancellation in any case where the cancellation occurs not less than six (6) months after the initial term of the contract. However, if the Customer is closing or relocating its business, Collector shall allow cancellation of the contract prior to the initial six-month (6-month) period. Nothing herein shall prohibit the Customer from cancelling the contract as of the end of the initial contract period or the end of any renewal term of the contract, provided that the Customer gives Collector at least sixty (60) days' prior (or fewer days if acceptable to Collector) written notice of such cancellation.

B. **Auto-Extension Provisions**. If the Collector's contracts include an auto-extension provision, Collector shall comply with this subsection (B).

1. Collector shall provide the Customer with at least ninety (90) days' prior written notice that the contract term will automatically extend unless cancelled.

2. Collector shall inform Customer of the cancellation process in writing.

3. Collector shall not require the Customer to provide more than 60 days' prior written notice of cancellation.

4. Collector shall not require Customer to provide any additional notice in order to ensure that cancellation occurs.

C. **Month-to-Month Arrangements**. If Collector has a month-to-month agreement with a Customer for Collection service, Collector shall allow the Customer to cancel service and shall not require Customer to provide more than thirty (30) days' prior written notice of cancellation.

D. **Exclusions**. The Collector does not need to comply with the requirements of this Section for temporary Roll-Off Box Collection services that are not provided to the Customer on a regular basis but are provided for infrequent Collection services.

ARTICLE 6: OTHER COLLECTION-RELATED SERVICES

6.1 SERVICE COMPLAINTS

A. **General**. The Collector agrees to maintain a written log of all oral and written service complaints registered with the Collector from Customers within the unincorporated County. Collector shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Customer complaints. Except as otherwise

provided in Section 6.1.B, Collector agrees to document and maintain for a period of at least twelve (12) months on a form or log all Complaints registered by Customers.

B. **SB 1383 Related Complaints**. In the event that Collector receives a complaint in which a Person reports an activity that may be in violation of SB 1383 regulatory requirements, Collector shall document the information listed in Section 7.3.4.J. Collector shall provide this information in a brief complaint report to the County for each SB 1383-noncompliance complaint within seven (7) days of receipt of such complaint, and shall provide a quarterly summary report of SB 1383-noncompliance complaints in accordance with Section 7.3.4.J. Collector agrees to document and maintain records of alleged SB 1383 non-compliance for a period of at least five (5) years on a form or log that details all complaints registered by Persons or Customers to support the County's compliance with 14 CCR Section 18995.2(e).

6.2 NON-DISCRIMINATION

Collector shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such Persons or as otherwise prohibited by law or regulation. A Collector's rates, fees, or charges for all services rendered pursuant to this Agreement shall be non-discriminatory and uniform for equal services rendered.

6.3 FILING RATES

Collector shall file and maintain with the Director a current range of rates and charges. In accordance with County Code Section 68.543, the Collector's rates, fees, and charges are subject to regulation by the Board.

6.4 CONTAMINATION MONITORING

A. **General**. Collector must comply with the following contamination monitoring requirements, with the exception that if Collector is only approved as a C&D Collector, that Collector is not required to comply with this Section 6.4.

B. **Collection Route Reviews**. Commencing on or before January 1, 2022, Single-Family Collectors and Multi-Family/Commercial Collectors shall randomly inspect at least twenty percent (20%) of Containers for Prohibited Container Contaminants on each Collection Route in the Densely-Populated Areas such that a Collection Route review for Prohibited Container Contaminants is conducted in a manner that results in all Collection Routes (including Organic Materials, Recyclable Materials, and Solid Waste Collection Routes) being reviewed on an annual basis. County reserves the right to review and approve the Collector's contamination monitoring approach.

Container inspections shall be performed by Collector through visual inspection of the contents of the Containers. If Collector wants to perform the Collection Route reviews using mechanical inspection methods such as the use of cameras, Collector shall seek approval of its proposed methods from the Director.

C. **Contamination Noticing**. If the Collector finds Prohibited Container Contaminants in any Containers (including Containers inspected through the Collection Route monitoring program and other Containers where Collector's personnel observed Prohibited Container Contaminants), the Collector shall leave contamination notices on the Customer's Container, gate, or door, and/or mail, email, or electronically message the notification informing the Customer of the requirements to properly separate materials and providing instructions on proper separation of materials. If Collector intends to assess contamination fees, Collector shall provide at least one contamination notice to each Customer that states that the Collector may charge Customer a contamination fee if contamination is found on subsequent occasions. If Prohibited Container Contaminants are observed on a subsequent occasion within a twelve (12) month period after a notice was given, the Collector may assess contamination fees. The format of the contamination notice must be approved by Director. If the Collector observes visible contamination in a Recyclables Materials Container or Organic Materials Container, Collector may Dispose of the Container's contents. For Customers issued a contamination notice, Collector shall reinspect Containers for Prohibited Container Contaminants within sixty (60) days of issuance of the contamination notice.

D. **Mailed or Electronic Notification to Multi-Family and Commercial Customers.** If Collector leaves physical contamination notices on three (3) occasions reporting identification of Prohibited Container Contaminants on a Multi-Family or Commercial Container, gate, or door (pursuant to Section 6.4.C), Collector shall deliver written notification by mail or email to the Customer's billing contact person providing copies or other form of notification of the contamination notices issued and dates of issuance.

E. **Notice of Contamination Report to County**. Commencing after Collector's first calendar quarter that Collection Route review for contamination took place, and quarterly thereafter, the Collector shall provide the County a written report of Collection Route reviews conducted during each month of the quarter, if any. This report shall include: the number of Collection Route reviews conducted; the number of Containers monitored; and any Customers identified to have Prohibited Container Contaminants, including the Customer's service address, Customer's billing address, the date contamination was observed, a description of what action was taken, and photographic evidence of the violation (if any photographic evidence was documented by Collector). The Collector shall provide copies of the written reports to the County on a quarterly basis, pursuant to Section 7.3.4.

6.5 EDUCATION AND OUTREACH

A. **General**. Collector must comply with the following education and outreach requirements, with the exception that if Collector is only approved as a C&D Collector, that Collector is not

required to comply with this Section 6.5. For the purposes of this Section 6.5, references to Multi-Family Customer or Multi-Family Premises shall include Residential Premises with three (3) units or more (rather than five (5) units or more pursuant to the definition of Multi-Family in Article 1).

B. **Implementation of On-Going Education Requirements**. In order to promote public education, in addition to any other materials it develops, Collector shall create the following public education materials and programs at its expense, which will be distributed as indicated below. All brochures, mailings, and other educational materials are to be approved by the Director prior to distribution.

1. Instructional Service Guide. Collector shall prepare instructional service guides that describe available services, how to place Containers for Collection, and which materials should be placed in each Container, and that provide Collection holidays and a Customer service phone number. The service guides shall be printed and delivered with each set of Containers distributed to a Customer; and, shall be printed and mailed or hand delivered annually during the month of January to all Customers. Collector shall prepare different service guides for Single-Family Customers and for Multi-Family/Commercial Customers. The instructional service guides for Multi-Family/Commercial Customers shall include information on the County's Multi-Family and Commercial Diversion Service Level Ratio requirements. Collector shall also make the instructional service guides available to Customers in electronic format through Collector's website.

2. Semi-Annual Notices (or Quarterly Newsletters). Collector shall prepare and distribute a notice to new Customers at the start of service and to all Customers at least every six (6) months during the months of May and September unless other timeframe is approved by the Director. Each notice shall be a minimum of two (2) pages, and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; County and State requirements to properly separate Discarded Materials (including applicable requirements of the County Code, AB 341, AB 1826, and SB 1383); instruction on properly separating materials; waste prevention; on-Premises Recycling and Organic Waste management methods; Self-Haul requirements; benefits of methane reduction from reducing Landfill Disposal; Edible Food Recovery requirements; public health and safety concerns associated with the Disposal of Organic Waste; methods of Organic Waste recovery used by the Collector; Collector's technical assistance point of contact; a link to the Collector's website for more education resources, including the instructional service guides (described in subsection 6.5.B.1); and any other information required by the County or by State regulations (e.g., SB 1383 education requirements). Collector shall prepare different notices for Single-Family Customers and for Multi-Family/Commercial Customers. Collector may comply with these requirements through preparation, printing, and mailing of semi-annual notices or monthly, quarterly, or twice annual newsletters that provide the required information. Electronic distribution of the notices by Collector may be acceptable subject to review and approval by the Director.

3. Commercial/Multi-Family Education Materials. A Commercial or Multi-Family Customer may request these education materials more frequently than stated in Section 6.5.B.2 above to comply with 14 CCR Section 18984.10 requirements for Commercial businesses and Multi-Family property owners to provide educational information to new tenants and employees before or within fourteen (14) days of occupation of the Premises. In this case, the Commercial or Multi-Family Customer may request Collector delivery of education materials, in printed or electronic format as requested by the Customer, by contacting the Collector's technical assistance point of contact no later than two (2) weeks in advance of the date that the materials are needed by Customer.

4. Semi-Annual Multi-Family Dwelling Unit Notices. At least twice each year, commencing no later than January 1, 2022, Collector shall prepare and distribute notices to each Multi-Family Dwelling Unit at Multi-Family Premises serviced by Collector. The annual notices shall be a minimum of two (2) pages, and shall include information on regulations governing Discarded Materials, Hazardous Waste, and toxic waste; County and State requirements to properly separate Discarded Materials (such as requirements of the County Code, AB 341, AB 1826, and SB 1383); instructions on properly separating materials; waste prevention; services available; a link to the Collector's website for more education resources, including the instructional service guides (described in subsection 6.5.B.1); and any other information required by the County or by State regulations (e.g., SB 1383 education requirements). As an alternative, Collector may comply with these requirements through preparation and distribution of a semi-annual newsletter distributed to each Multi-Family Dwelling Unit that provides the same information.

5. Billing Inserts. Collector agrees to insert and distribute brochures, newsletters, or other information developed by the County into Customer invoices at no additional charge to the County. Upon County request, Collector shall be responsible for printing the bill inserts.

6. Multi-Family and Commercial Customer Signage. Collector shall provide all Multi-Family and Commercial Customers with Recyclable Materials and Organic Materials Collection program guidelines, including posters to be placed in Collection areas and enclosures and other community areas at each Premises or building where Discarded Materials are stored. Collector shall be responsible for printing the program guidelines and posters and delivering them to the Customers.

7. Commercial Edible Food Generator Outreach. On or before February 1, 2022 and annually thereafter, the Collector shall create and provide educational outreach material for its Customers that are Tier One and Tier Two Commercial Edible Food Generators. The materials shall include the following information:

    a. Information about the County's Edible Food Recovery program;

    b. Information about the Commercial Edible Food Generator requirements (including, but not limited to, requirements to recover maximum amount of Edible Food that would otherwise be Disposed; have a contract or have written agreement with a

Food Recovery Organization or Food Recovery Service; not intentionally spoil Edible Food; and maintain records) under 14 CCR Division 7, Chapter 12, Article 10.

c. Information about Food Recovery Organizations and Food Recovery Services operating within the County and where a list of those Food Recovery Organizations and Food Recovery Services can be found; and,

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

8. Minimum Language Requirements. Collector shall comply with the requirements of 14 CCR Section 18985.1 when preparing and distributing educational information required by this Section, which may include providing the educational information in a language or languages other than English that is spoken by a substantial number of Generators in the County, as determined by the Director. Collector shall comply with the requirements in this subsection on or before February 1, 2022. Upon County request, the Collector shall provide materials in additional or alternative languages throughout the Term of the Agreement if needed in response to shifting demographics within the County; updates to State requirements or applicable law and regulations; or any other reason deemed necessary by the County.

9. Minimum Website Requirements. Collector shall develop and maintain a website (or webpage) that is specifically dedicated to the County of San Diego to provide Customers with detailed service information. Collector shall make the instructional service guides required by Section 6.5.B.1 available for viewing and downloading through the Collector's website. In addition to service information, the Collector shall include information on County programs, including a link to the County's Food Recovery program webpage in accordance with Section 6.8, and other County webpages upon request of the Director. The website or webpage shall be accessible by the public. Collector shall update the website regularly so that information provided is current.

C. **Technical Assistance**.

1. General. No later than thirty (30) days following the effective date of this Agreement, Collector shall designate a Recycling Technical Assistance Point of Contact (POC) to its Customers and provide such contact information to the County. If Collector changes the POC, Collector shall provide the County notification of the change in POC within thirty (30) days of the change.

2. POC's Expertise. The POC shall be knowledgeable about the requirements of the County Solid Waste Ordinance in Chapter 5, Division 8, Title 6 of the County Code and all applicable State laws and regulations, including, but not limited to, AB 341, AB 1286, and SB 1383, in regards to Recycling, including Organic Waste and C&D Recycling, and all other County Diversion programs and requirements, such as, but not limited to, Food Recovery programs.

3. Technical Assistance Requirements. The POC shall provide technical assistance to Collector's Customers to support Customer compliance with Recycling and Organic Waste Diversion requirements specified in Article VII of Chapter 5, Division 8, Title 6 of the County Code. POC shall provide waste reduction assistance to Single-Family Customers that use one or more Bins for Solid Waste Collection and to its "large" Commercial and Multi-Family Customers, where "large" Customers shall be defined as those Customers subscribing to three (3) or more cubic yards of Discarded Materials Collection service per week (including the sum of weekly Cart, Bin, and Roll-Off Box service). Collector's waste reduction technical assistance for each targeted Customer shall include a site visit and meeting with a Customer's representative that has knowledge about and influence or authority over the Customer's Collection services and Service Levels. Annually, Collector shall provide waste reduction technical assistance to all Single-Family Customers that use one or more Bins for Solid Waste Collection and to a minimum of twenty percent (20%) of its large Customers, starting with those Customers generating the largest amounts of Discarded Materials in such a manner that all large Customers shall be visited and provided waste reduction technical assistance once every five (5) years. Annually, Collector shall provide waste reduction technical assistance to all new Single-Family Customers that use one or more Bins for Solid Waste Collection and to all new Multi-Family and Commercial Customers and Multi-Family and Commercial Customers that request assistance. Collector shall also provide outreach assistance described in Section 5.4.

D. **Annual Public Education Plan**. Annually, Collector shall submit a plan outlining its public education efforts for the coming year. The "Annual Public Education Plan" shall list each of the education materials required by Section 6.5.B and any other Collector plans to prepare or distribute other education materials, the purpose of the piece, the key subject(s) to be covered, the method of distribution, and the anticipated date of issuance. The plan shall also identify revisions and enhancements that Collector will make to the Collector's website to present the County service information and related materials and the time line for completing each task. The Annual Public Education Plan shall present the education activities for the upcoming calendar year and shall be submitted with the Collector's annual report in accordance with the timeframe presented in Section 7.3.1.

6.6 REPORT OF ABANDONED MATERIALS

If Collector is a Single-Family Collector or Multi-Family/Commercial Collector, Collector shall report to the County locations where its Collection vehicle drivers or other personnel observed accumulations of abandoned materials (i.e., illegal dumping of materials). Such reporting shall occur within twenty-four (24) hours of observation and shall be in the form of an email to the Director or his/her designee identifying the address of the abandoned materials, a general description of items abandoned, estimated quantity, and, if available, a photo of the materials. If the Collector removes and Collects such materials, Collector shall document and maintain a record of the Tons of material removed from each site.

6.7 GENERATOR WAIVER PROGRAM COORDINATION

A. **General**. The County may grant waivers described in Article VII of Chapter 5, Division 8, Title 6 of the County Code that impact the scope of Collector's provision of service for those Generators. Waivers issued shall be subject to compliance with 14 CCR Section 18984.11 or other requirements specified by the Director.

B. **Collector Waiver Request on Behalf of Customer**. Upon reasonable belief that a Customer may qualify for a Collection service waiver allowed by the County pursuant to Article VII of Chapter 5, Division 8, Title 6 of the County Code (which County may grant to Generators for de Minimis volumes, physical space constraints, on-site Organic Waste management, or other reasons), the Collector may submit a request to the County to grant a waiver to the Customer in accordance with the County-approved application process. The Collector shall obtain each Customer's consent to the waiver application. County will review and approve or deny the waiver request. Upon County request, Collector may be required to upload each waiver application to a County-designated web-based software system.

C. **Collector Review of Customer Waiver Requests**. Generators may submit requests for de Minimis waivers, physical space waivers, on-site Organic Waste management waivers, and Organic Materials Recycling waivers to the County. Upon County request, the Collector shall within fifteen (15) days review the waiver application of a Generator if the Generator is a Customer of the Collector and, in such case, shall inspect the Customer(s)' Premises to verify the accuracy of the application.

D. **Collector Change in Customer Service Levels**. If the County grants a waiver to one of the Collector's Customers, the County shall notify the Collector within seven (7) days of the waiver approval with information on the Customer and any changes to Service Level or Collection service requirements. Collector shall have seven (7) days to modify the Customer's Service Level and billing statement, as needed.

E. **Annual Verification and Record Keeping.** Annually, Collector shall verify that Customers in Densely-Populated Areas that have been granted waivers by the County are in compliance with such waivers. Collector will be responsible for maintaining records of all Customers granted waivers pursuant to this Section.

6.8 FOOD RECOVERY PROGRAM

A. **General**. The Collector shall cooperate with and shall not impede, interfere, or attempt to impede or interfere with the implementation, expansion, or operation of Food Recovery program efforts in the County.

B. **Tier One and Tier Two Commercial Edible Food Generators**. Collector shall assist the County in identifying Tier One and Tier Two Commercial Edible Food Generators for the purpose of the Food Recovery program. No later than October 1, 2021, and annually thereafter pursuant to Section 7.3.6, Collector shall provide the County with a list of

Commercial Customers that qualify or appear to qualify as Tier One or Tier Two Commercial Edible Food Generators, as defined by this Agreement.

C. **Food Recovery Capacity Planning Assistance**. Collector shall perform annual examinations of Commercial Collection Routes to identify Commercial Customers that generate Edible Food and estimate the potential quantities of Edible Food that may be recovered and report findings to the County annually pursuant to Section 7.3.6. The findings shall include the number of Commercial Edible Food Generator Customers participating in a Food Recovery program, the number of Commercial Edible Food Generator Customers not participating in a Food Recovery program, and the reasons for participation or non-participation if gathered during the review.

D. **Website Content**. No later than January 1, 2022, Collector shall include Food Recovery program information on the Collector's website, in accordance with Section 6.5.B.9, including a link to the County's Food Recovery program webpage.

ARTICLE 7: RECORDS OF REPORTS

7.1 GENERAL

Collector shall maintain such accounting, statistical, and other records related to its performance under this Agreement as shall be necessary to develop the reports required by this Agreement or the County Code. Collector agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with applicable laws and regulations and to meet the reporting and Solid Waste and Recycling program management needs of the County. At the written direction or approval of County, the records and reports to be maintained and provided by Collector in accordance with this and other Articles of the Agreement may be adjusted in number, format, and frequency, if required to comply with State or federal regulatory or reporting requirements. Unless otherwise required in this Article, Collector shall maintain all such data and records in an accessible location and condition for the Term of this Agreement plus five (5) years after its expiration or earlier termination.

If Collector uses one or more independent contractors to provide facility services, Collector shall require such parties to maintain records required by this Section and shall obtain from such parties all information necessary for Collector to fulfill the reporting obligations of this Section.

For the purposes of this Article, record keeping and reporting requirements for Multi-Family Customers or Multi-Family Premises shall include Residential Premises with three (3) units or more (rather than five (5) units or more pursuant to the definition of Multi-Family in Article 1).

7.2 RECORDS

7.2.1 General

Collector shall maintain accurate records for its operation, including, but not limited to, Discarded Materials quantities Collected and quantities delivered or transferred to each Facility, listed separately by material type and Customer type (including Single-Family, Multi-Family, Commercial, and Roll-Off Customers). Records shall be maintained in such form by methods that facilitate the use of data for the production of reports as needed. Collector will make these records available and provide to the County any record or documentation necessary for the County to fulfill obligations under applicable law and regulations including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383, and other current or future federal, State, or local regulations, as amended.

In order to confirm the accurate calculations and payment of Solid Waste Management Agreement fees owed to the County as described in Sections 4.2 and 4.3, Collector agrees that the record of any and all companies conducting operations addressed in the Agreement shall be provided or made available to County and its official representatives during normal business hours.

Collector shall maintain accurate records of the quantities of Discarded Materials transported to the Collector-Designated Facilities and will cooperate with the County in any audits or investigations of such quantities. These records shall be made available to the County on a regular basis to fulfill the County's obligatory documentation requirements under applicable law or regulations, including, but not limited to, AB 939, AB 341, AB 1826, AB 876, AB 901, SB 1383, and other current or future federal, State, or local regulations, as amended.

7.2.2 Discarded Materials Records

Records shall be maintained by Collector for County relating to:

A. Character and weight of Discarded Materials (by material type), especially as related to reducing and Diverting Discarded Materials;

B. Tonnages of Discarded Materials (by material type and Customer type) Disposed at any Disposal Site, Landfill, or transformation facility, and Tonnages of Discarded Materials Processed at a Materials Recovery Facility, composting Facility, other Processing Facility, or transfer Facility, all of which shall be based on actual certified scale weights for each load, if available, or similarly accurate methodology.

C. Equipment used for Collection;

D. Processing, transfer, and Disposal of Solid Waste; and,

E. Other information needed to prepare and submit reports required by Section 7.3.

Collector shall maintain records of Disposal and Processing of all Discarded Materials Collected in the unincorporated County for the period of this Agreement and all extensions to this Agreement or successor Agreements. In the event Collector discontinues providing Discarded Materials services to County, Collector shall provide all records of Disposal or Processing of all Discarded Materials Collected in unincorporated County within thirty (30) days of discontinuing service. Records shall be in chronological order and organized form, which is readily and easily interpreted.

7.2.3 Organic Materials, Recyclable Materials, and C&D Services Records

Records shall be maintained for County that relate to:

A. Records described in 7.2.2 above;

B. Organic Materials, Recyclables Materials, and C&D program Customer participation rates;

C. Weight of Organic Materials, Recyclable Materials, and C&D by material type and Customer type; and,

D. Other information needed to prepare and submit reports required by Section 7.3.

7.3 REPORTS

7.3.1 General

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used by County. County shall provide to Collector the format for each report submittal not later than thirty (30) days prior to the due date for such report. If County fails to specify the format as required, Collector shall use the report format specified for the prior reporting period.

All reports shall be adequate to meet County's current and future reporting requirements to CalRecycle or any other State or federal agency throughout the Term of this Agreement.

Monthly reports shall be submitted on the twentieth (20) day following the end of each month.

Quarterly reports shall be submitted on the following schedule. The report of the first quarter ending on March 31 shall be submitted on or before May 1. The report for the second quarter ending on June 30 shall be submitted on or before August 1. The report for the third quarter ending on September 30 shall be submitted on or before November 1. The report for the fourth quarter ending December 31 shall be submitted on or before February 1. Submittal dates for semi-annual reports are described in Section 7.3.5. Annual reports ending December 31 of each year shall be submitted on or before March 1.

If Director determines that some or all reports required by Sections 7.3.4, 7.3.5, or 7.3.6 are needed on a more frequent basis to comply with County's record keeping obligations pursuant to 14 CCR Section 18995.2(d), Director may modify the reporting frequency with sixty (60) days' advance notice to Collector.

All reports shall be submitted to the County of San Diego, Department of Public Works, Solid Waste Planning and Recycling Program and the Department of Environmental Health Local Enforcement Agency or as directed by the Director. Reports are preferred electronically via email, but can also be submitted via fax or mail.

Failure of Collector to comply with the reporting requirements as set forth in this Section may result in an assessment of liquidated damages in accordance with the liquidated damages provision in Section 9.6 and Exhibit H. Collector's repeated failure to submit reports, and/or failure to submit reports on time, may result in the termination of the Agreement in accordance with Article 9.

7.3.2 Reporting of Collector

Collector shall submit one set of comprehensive and consolidated reports documenting the activity of the Collector in the manner, method, and frequencies outlined in this Section 7.3. If Collector has one or more Affiliates that hold a valid NEFA, Collector shall report information required by this Section 7.3 in the same format as its Affiliate(s). Collector may submit consolidated reports for it and other Affiliates subject to written approval by the Director authorizing consolidated reports and approving the format of such reporting.

7.3.3 Monthly Reports

A. **Non-Operational Facility**. If the Collector notified the County of an emergency condition at one of its Collector-Designated Facilities pursuant to Exhibit G, Section G.1.E, Collector shall report the number of days the Collector-Designated Facility's emergency condition or closure was in effect, a description of the equipment failure or operational restriction, as well as the number of Tons that were Disposed as a result of said waiver.

7.3.4 Quarterly Reports

A. **General**. To assist the County in meeting the requirements of AB 939, SB 1383, and other State regulations as they exist on the effective date of this Agreement and as they may be amended from time to time, and to assist the County in determining the amount of the Solid Waste Management Agreement fee and Solid Waste Planning fee (if applicable) due pursuant to Section 4.4, Collector shall:

1. Report on a quarterly basis the status of activities identified in the annual public education plan described in Section 6.5.

2. Report on a quarterly basis the total quantities in Tons of Discarded Materials Collected, transferred, Processed, and Disposed by the Collector listing Tonnage separately by:

    a. Material type, which shall include, at a minimum, separate reporting of Solid Waste, Recyclable Materials, Green Materials, Food Waste, mixed Organic Materials (Green Materials and Food Waste), and any other type of Discarded Material separately Collected by Collector (Mixed C&D, dirt, rock, metals, cardboard, Wood Waste, Salvageable Materials, etc.);

    b. Customer type, as described in Section 7.3.4.B below;

    c. Collector-Designated Facility(ies); and,

    d. Month.

3. Report Residue level (percentage) and Residue Tonnage for all Discarded Materials Processed listed separately by material type Collected, by Collector-Designated Facility(ies), and by month.

4. Report Diversion level for each month, each quarter, and cumulative year-to-date Diversion Level, where Diversion level shall be calculated as follows:

    a. Diversion level = [(Total Tons Collected for Recycling and Processing – Residue Tons)]/(Total Tons Collected)

    b. Total Tons Collected for Recycling and Processing shall include all Discarded Materials Collected except Discarded Materials Disposed (such as Solid Waste and Bulky Items)

    c. Residue Tons shall be the Residue from Processing Discarded Materials delivered by Collector to Collector-Designated Facilities for Recycling and Processing and shall include Tons of Residue and contamination removed from any Discarded Materials Recycled or Processed.

    d. For the purposes of calculating the Diversion level, Collector shall only include Tonnage for Salvageable Materials if Collector Collected such materials and delivered them to a Person for salvage. If the Collector Collects C&D, the Diversion level calculations shall exclude any and all Tonnage of Salvageable Materials handled by Persons that hold permits to the Approved C&D Collection Sites.

    e. If a Collector is a C&D Collector, Collector may exclude from the Diversion level calculations any excavated soil and land-clearing debris it Collected from Approved C&D Collection Sites that is contaminated by disease or pests and that is not reused, on- or off-site, provided that: (i) the County Agricultural Commissioner has made a determination of disease or pest contamination and the Collector followed commissioner's direction for Recycling or Disposal of the material, (ii) the materials are generated in a known pest and/or disease quarantine zone identified by the California Department of Food and Agriculture, or, (iii) the materials that meet other

conditions for exclusion from Recycling specified by the California Green Building Standards Code (CALGreen Code). Collector may also exclude any excavated soil and land-clearing debris it Collected from Approved C&D Collection Sites that is contaminated by Hazardous Substance(s).

5. Commencing after Collector's first calendar quarter of Collection Route review for contamination and quarterly thereafter, provide the total number of Collection Route reviews conducted pursuant to Section 6.4 of this Agreement. For each route review, Collector shall provide the route number, date of route review, total number of Customers on the route, number of Containers on the route, number of Containers inspected, calculated percentage of Containers inspected, and the number of contamination notices provided to Customers, and a list of Customers (including account name, service address, and billing address) that received contamination notices. Additionally, Collector shall provide: the account name of each Customer inspected, a description of the Collection Route review process, dates of inspections, Person(s) who conducted the inspections, results of the inspections and actions taken, and any supporting evidence such as pictures. Collector shall provide copies of all contamination notices (organized by Collection Route and date) and any actions taken against Customers (e.g., non-Collection of contaminated Discarded Materials). Collector shall provide documentation of the total number of Containers Disposed of due to observation of Prohibited Container Contaminants.

   Additionally, Collector shall provide a list of Customers that were assessed a contamination fee, reported separately by Single-Family, Multi-Family, and Commercial Customers, and such list shall include the Customer name or account name, Customer service address, Customer billing address, and reason for the assessment of the contamination fee.

   This subsection 5 shall not apply to C&D Collectors.

6. Collector shall provide reports documenting Discarded Materials exported out of State, as provided in 14 CCR Sections 18808.8 and 18815.1 through 18815.13.

7. C&D Collector shall report Tonnage Collected by month and monthly C&D Diversion level separately for each Approved C&D Project Site in which the C&D Customer provided Collector with its County permit number for the Approved C&D Project Site for reporting purposes. For C&D Customers that provide their County permit number for their Approved C&D Project Site for reporting purposes, the Collector shall provide a C&D Tonnage and Diversion report to Customer within seven (7) days of Customer request.

B. **Tonnage Data Segregation**. In the reports requested by Section 7.3.4.A, all Disposal and Diversion Tonnage data shall also be further segregated by month to the source of generation as follows:

1. Single-Family Collector. Solid Waste, Recyclable Materials, Organic Materials, and Bulky Items Collected from Single-Family Customers.

2. Multi-Family/Commercial Collector Providing Cart and/or Bin Service. Solid Waste, Recyclable Materials, Organic Materials, and Bulky Items originating from Multi-Family or Commercial Premises listed separately by Multi-Family and Commercial Premises, and separately by Cart or Bin service.

3. Multi-Family/Commercial Collector Providing Roll-Off Service. All Solid Waste, Recyclable Materials, and Organic Materials Collected in Roll-Off Boxes from Multi-Family and Commercial Premises listed separately for Multi-Family and Commercial Premises.

4. C&D Collector. All C&D Collected listed separately for Mixed C&D and for individual types of Source Separated Recyclable C&D (e.g., dirt, rock, metals, cardboard, Wood Waste, Salvageable Materials, etc.).

5. Organic Materials. If Collector separately Collects Green Materials and Food Waste, the Collector shall report Tonnage separately when responding to subsections 1 through 3 above.

C. **Reporting of Multi-Family Data**. In those cases where Multi-Family Discarded Materials are commingled with Discarded Materials from Single-Family or Commercial Premises, Collector shall use its best efforts in estimating such Multi-Family Tonnages separately in a manner that is acceptable to the Director.

D. **Contamination Monitoring Summary Report**. Pursuant to Section 6.4, Collector shall report to County in writing, each month, Customers identified to have Prohibited Container Contamination and include in the report the service and billing address(es) of the Customer and the date the contaminated Container was observed, if available, and actions taken by Collector. This subsection D shall not apply to C&D Collectors.

E. **Multi-Family/Commercial Generator Compliance Report**. For Densely-Populated Areas, Collector shall report Multi-Family and Commercial Customer information required by Section 5.4.C documenting the method by which each of Collector's Customers, which do not subscribe to Recycle Materials and/or Organic Materials Collection services from the Collector, and/or do not comply with County and State requirements to separate Designated Recyclable Materials and Designated Organic Materials and Recycle these materials. This report shall also identify each of Collector's Multi-Family and Commercial Customers, which do not comply with the County's Multi-Family and Commercial Diversion Service Level Ratio requirements, and shall identify the reason(s) each Customer is not meeting this target Diversion Service Level Ratios as determined through Collector's technical assistance and outreach efforts. The Diversion Service Level Ratio shall be calculated as the sum of the weekly cubic yards of Recyclable Materials and Organic Materials Collection service capacity provided by Collector to Customer divided by the sum of the total weekly cubic yards of Recyclable Materials, Organic Materials, and Solid Waste Collection service capacity provided by Collector to Customer. Customer information reported by Collector shall identify Multi-Family and Commercial Customers separately or

in a manner that the County can sort or filter data separately for Multi-Family and Commercial Customers. This subsection E shall not apply to C&D Collectors.

F. **Outreach Assistance Report.** Collector shall report the following information documenting the technical assistance and outreach it provided pursuant to Sections 5.4 and 6.5, during the previous quarter, to Single-Family Customers that use Bins, Multi-Family, and Commercial Customers. At a minimum, the report shall include the following for each Customer:

1. Customer name, service address, mailing address, and contact name, email, and phone number;
2. Type and number of outreach conduct (phone, site visit, etc.) and date of each;
3. Date of conversation(s);
4. Customer's Service Levels (Recyclable Materials, Organic Materials, and Solid Waste) and Diversion Service Level Ratio;
5. Customer status (e.g., new, change of service, existing);
6. Contact information for Collector's representative(s) that conducted the technical assistance and outreach;
7. If applicable, change in Customer's Service Level (noting Diversion service added or reduced);
8. If applicable, justification for Customer not meeting the County's Diversion Service Level Ratio requirements, including supporting documentation;
9. If applicable Collector recommendation for or against granting the Customer a waiver pursuant to Section 68.575 of the County Code and identification of the type of waiver recommended; and,
10. If applicable, result of follow-up visual Service Level audits and inspection to determine that Recyclable Materials and Organic Materials Service Levels are adequate to meet the County's Diversion Service Level Ratio requirements.

Customer information reported by Collector shall identify Single-Family Customers that use Bins, Multi-Family, and Commercial Customers separately or in a manner that the County can sort or filter data separately for Single-Family, Multi-Family, and Commercial Customers.

This subsection F shall not apply to C&D Collectors.

G. **Director Needs**. This information shall be given to the Director to: (i) comply with AB 939 AB 341, AB 1826, SB 1383, and other relevant legislation or regulations; (ii) comply with documentation submittal requirements of CalRecycle; and (iii) support County's program management needs.

H. **AB 901 Reporting**. At County's option, County may require that Collector provide the County copies of Collector's AB 901 reports on a regular basis (e.g., monthly or quarterly) or within fourteen (14) days of request. If Collector uses a Subcontractor or independent operators to perform some or all of the Facility-related services required by this Agreement, Collector shall secure any County-requested AB 901 reports from its Subcontractor or independent operators.

I. **Facility Capacity Planning Information.** At County's option, County may require Collector to provide County with annual reports of available Recyclable Materials Processing capacity and Organic Materials Processing capacity for any Collector-Designated Facilities, where available capacity may include identification of monthly Tons of additional Recyclable Materials and Organic Materials such Collector-Designated Facilities have the ability to receive within permitted limits. If Collector uses a Subcontractor or independent operators to perform some or all of the Facility-related services required by this Agreement, Collector shall secure any County-requested facility capacity planning information from its Subcontractor(s) or independent operators. The annual facility capacity report shall comply with the following:

1. Include reports of existing capacity available for Recyclable Materials Processing for Paper Products and Printing and Writing Papers and Organic Materials Processing capacity for any Facility in the unincorporated area of the County that processes Paper Products, Printing and Writing Papers, and/or Organic Materials. Existing capacity may include identification of monthly Tons of additional Recyclable Materials and Organic Materials such Facility has the ability to receive within permitted limits.

2. Include description of potential new or expanded Processing capacity at those Facilities, operations, and activities for Processing of Paper Products, Printing and Writing Papers, and/or Organic Materials.

3. Be submitted using a form or format prescribed by the Director.

J. **SB 1383 Noncompliance Complaints**. For complaints received by Collector in which the Person alleges that an entity is in violation of SB 1383 regulations, the Collector shall submit the following information:

1. Total number of SB 1383-noncompliance complaints received in the quarter listed by month.

2. A summary of complaints received, including copies of documentation submitted to the County pursuant to Section 6.1, which shall at a minimum include the following information:

   a. The complaint as received;

   b. The name and contact information of the complainant, if the complaint is not submitted anonymously;

c. The identity of the alleged violator, if known;

d. A description of the alleged violation; including location(s) and all other relevant facts known to the complainant;

e. Any relevant photographic or documentary evidence submitted to support the allegations in the complaint; and,

f. The identity of any witnesses, if known.

7.3.5 Semi-Annual Reports

A. **Customer Subscription Data**.

1. Summary Report. If Collector is a Single-Family Collector and/or Multi-Family/Commercial Collector, Collector shall submit a summary of Customer subscription data reporting the number of accounts; the number of Customers subscribing to each Cart, Bin, and Roll-Off Service Level listed separately for Single-Family, Multi-Family, and Commercial and separately for each type of Discarded Material; a list of all Collection Routes and a record of the Customer addresses served on each Collection Route; and the number of Bulky Items Collections performed.

2. Detailed Customer Account Data. If Collector is a Single-Family Collector and/or Multi-Family/Commercial Collector, Collector shall submit a detailed list of Single-Family, Multi-Family, and Commercial Customer information, including Customer subscription level for each type for Solid Waste, Recyclable Materials, and Organic Materials; Solid Waste, Recyclable Materials, and Organic Materials Diversion Service Level Ratios for Multi-Family and Commercial Customers; and Customer's service and billing addresses reflecting Customer subscription levels as of December 31 for the first semi-annual report and June 30 for the second semi-annual report; provided, this subsection A.2 shall not apply to C&D Collectors. Customer information reported by Collector shall identify Single-Family, Multi-Family, and Commercial Customers separately or in a manner that the County can sort or filter data separately for Single-Family, Multi-Family, and Commercial Customers.

3. Submittal Dates. Semi-annual Customer subscription reports described in this Section 7.3.5.A shall be submitted by Collector to the County on March 1 of each year (reporting Customer information for December 31) and on September 1 of each year (reporting Customer information for June 30).

B. **End Use of Organic Materials**. Collector shall document end-uses of Organic Materials Collected and Processed and provide written acknowledgement from an authorized representative of the Collector that Organic Materials were not used as ADC or AIC. The semi-annual end-use reports shall be submitted on September 1 of each year (reporting for the most-recently completed period of January 1 through June 30), and on March 1 of each year (reporting for the most-recently completed period of July 1 through December 31).

7.3.6 Annual Reports

A. In addition to the monthly, quarterly, and semi-annual report requirements of Sections 7.3.3, 7.3.4, and 7.3.5, Collector shall provide an annual report on or before March 1 of each year, covering the most-recently completed calendar year. The Annual Report shall contain the following information in a format specified by the County:

B. The number of waivers granted Article VII of Chapter 5, Division 8, Title 6 of the County Code, in addition to Customer names, service addresses, and billing addresses for these accounts; provided that this subsection B shall not apply to C&D Collectors. Such report shall include documentation of Customer waiver verifications required pursuant to Section 6.7.

C. Copies of all education and outreach provided to Customers in accordance with Section 6.5 of this Agreement, including but not limited to: semi-annual notices, instructional service guides, annual multi-family dwelling notices, flyers, brochures newsletters, invoice messaging/billing inserts, and website and social media postings. Collector shall include a record of the date and to whom the information was disseminated or direct contact made. This subsection C shall not apply to C&D Collectors.

D. Annual public education plan required by Section 6.5 for the then-current calendar year (e.g., if submitting annual report on or before March 1, 2023, submit the annual public education plan for calendar year 2023); provided that this subsection D shall not apply to C&D Collectors.

E. The number of Approved C&D Collection Sites served and Tonnage Collected, Tonnage Diverted, and Diversion level for each Approved C&D Collection Sites based on C&D project reporting required in Exhibit E; provided, this subsection E shall not apply to Single-Family Collectors or Multi-family/Commercial Collectors.

F. The total number of Customers classified as Tier One and Tier Two Commercial Edible Food Generators located within the County; and an updated list that includes the account name, service address, billing address, business type, and Generator tier (Tier One or Tier Two) for each Commercial Edible Food Generator that is a Customer; provided that this subsection F shall not apply to C&D Collectors. The Collector shall note changes from the prior year's list, if any.

G. The results of the annual examinations of Collection Routes to identify Commercial Edible Food Generators with Food Recovery and donation opportunities, pursuant to Section 6.8.C; provided that this subsection G shall not apply to C&D Collectors. The findings shall include the number of Commercial Edible Food Generator Customers participating in a Food Recovery program, the number of Commercial Edible Food Generator Customers not participating in a Food Recovery program, and the reasons for participation or non-participation if gathered during the review.

H. The total amount of renewable natural gas (RNG) procured by the Collector for use in Collector vehicles, pursuant to Section 5.6.D, in diesel gallon equivalents (DGE). The Collector shall include copies of any receipts, invoices, or other similar documentation evidencing procurement. In addition to the amount purchased, Collector shall include the total amount actually used in Collector vehicles in the calendar year, if these values are different.

I. Report documenting Collector's compliance with the Container signage requirements of Section 5.7.

J. If applicable pursuant to Exhibit G, written notification that the Collector-Designated Organic Waste Processing Facility(ies) has and will continue to have the capabilities to Process and recover the Compostable Plastics included with the Organic Materials transported to the Collector-Designated Organic Waste Processing Facility.

K. If applicable pursuant to Exhibit G, written notification that the Collector-Designated Organic Waste Processing Facility has and will continue to have the capabilities to Process and remove plastic bags when it recovers Organic Materials.

L. Vehicle inventory list pursuant to Section 5.6.C.

7.3.7 Pilot and New Programs Report

Collector may implement pilot Diversion programs and/or new Diversion Programs in accordance with applicable law and regulations and this Agreement to support its achievement of the Diversion goals of Exhibit B of this Agreement, provided that Collector shall provide program reports to the County, at a frequency approved by the Director, presenting goals, milestones, results, and accomplishments of pilot programs and/or new Diversion programs with content and in a format agreed upon by the Director.

7.3.8 Additional Reporting by C&D Collector

Section E.6 of Exhibit E specifies record keeping and reporting requirements for the C&D Collector for each Approved C&D Collection Site from which the C&D Collector Collects C&D.

7.4 RESERVED

7.5 AUDIT AND INSPECTION BY COUNTY

At a mutually agreed upon time during normal business hours, but within five (5) working days of a written request, Collector shall make available to the County for examination at reasonable locations within the County of San Diego the Collector's data and records with respect to the matters covered by this Agreement and the County Code. Collector shall permit the County Auditor to audit, examine, and make excerpts or transcripts from such data and records, and

make audits of all data relating to all matters covered by this Agreement and the County Code. Collector shall maintain such data and records in an accessible location and condition for a period of not less than five (5) years following the County's termination of this Agreement unless the County agrees in writing to an earlier disposition. The County Auditor shall maintain the confidentiality of the Collector's Customer list and other proprietary information, to the extent allowed by law.

In the event a County audit discloses that any fees due to the County pursuant to Article 4 of this Agreement for the audited period(s) has been underpaid in excess of five percent (5%) of the total required fee or the Collector has misrepresented information in a required report, then Collector shall pay the County the cost of the audit.

7.6 DISCARDED MATERIALS COMPOSITION STUDIES

Collector agrees to cooperate with the County on all future Discarded Materials composition studies, at no additional cost to the County, including, but not limited to, modification of Collection Routes or Collection of individual accounts identified by the Director for purposes of obtaining desired material composition data. Collector further agrees to deliver a reasonable number of targeted loads to a nearby location or location(s) specified by the Director as reasonably agreed by Collector for purposes of conducting material composition analysis.

ARTICLE 8: INDEMNITY AND INSURANCE

8.1 INDEMNIFICATION OF COUNTY

8.1.1 Indemnification Generally

Separate and distinct from the insurance and default provisions found in this Agreement, Collector agrees to defend, with counsel selected by County, indemnify, and hold harmless, County and its Board, officers, employees, agents, volunteers, and any successors or assigns to County's interest from and against any and all claims asserted or liability established for damages or injuries to any Person or property, including injury to County's employees, agents, Board members, officers, or volunteers which arise from, or are connected with, or are caused or claimed to be caused by acts or omissions of Collector, or its agents, officers, contractors (including, without limitation, any Subcontractors), or employees, in the performance of this Agreement, or in performing the work or services therein, and all costs and expenses of investigation and defending against same, including attorney's fees and court costs; provided, however, that Collector's duty to indemnify and hold harmless shall not include any claims or liability arising from the sole established active negligence, or sole willful misconduct of the County, its Board, agents, officers, employees, or volunteers.

8.1.2 Hazardous Materials Indemnification

For Solid Waste and other Discarded Materials Collected by Collector and transported to a Disposal Site or other Facility, Collector shall indemnify, defend, with counsel selected by County, protect and hold harmless County, its Board, officers, employees, agents, volunteers, and any successors or assigns to County's interest from and against all claims, actual damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including, but not limited to, attorney's and expert witness fees and costs incurred in connection with defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or suffered by, or asserted against, County or its Board, officers, employees, agents, volunteers, successors, or assigns arising from or attributable to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure, or other plan (regardless of whether undertaken due to governmental action) concerning any Hazardous Waste or Hazardous Substance or Hazardous Wastes at any Disposal Site or other Facility where Solid Waste or other Discarded Materials is or has been transported, transferred, Processed, stored, Disposed of or has otherwise come to be located by Collector or its activities pursuant to this Agreement resulting in a release of any Hazardous Substance or Hazardous Waste into the environment.

8.1.3 Additional Information

Without limiting the substance of this indemnification, the foregoing indemnity in Section 8.1.2 is intended to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA," also known as "Superfund," 42 USC § 9607(e), and California Health and Safety Code § 25364, to defend, protect, hold harmless, and indemnify County from all forms of liability under CERCLA, other applicable statutes or common law for any and all matters addressed in this provision.

The requirements contained in Sections 8.1.1 to 8.1.3 shall survive the expiration or termination of this Agreement. The requirements of Sections 8.1.1 to 8.1.3 need not be separately insured or bonded by Collector. County accepts the otherwise unsecured indemnification covenant of Collector set forth in this Section.

Any other indemnification agreement covering the same subject matter of which the County is beneficiary shall be primary to the indemnification agreement of this Section.

8.2 INSURANCE REQUIREMENTS

Without limiting Collector's indemnification obligations to County, Collector shall provide at its sole expense and maintain for the Term of this Agreement, or as may be further required herein, insurance against claims for injuries to Persons (including in this instance County) or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Collector, their agents, representatives, employees,

contractors (including, without limitation, any Subcontractors), or independent operators that perform facility services. For the purposes of this Section, the term "Subcontractors" is to be broadly construed to mean any person, firm, or entity hired by Collector to carry out any of Collector's duties under this Agreement.

8.2.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.

B. Automobile Liability covering all owned, non -owned, hired auto, Insurance Services Office form CA0001. Policy shall contain pollution coverage endorsements MCS-90 or CA 99 48 03 06 or equivalent.

C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.

D. Collector's Pollution Liability - Applies to operators of transfer stations, Materials Recovery Facilities, composting Facilities, other Processing Facilities, and/or Landfills.

8.2.2 Minimum Limits of Insurance

Collector shall maintain limits no less than:

A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: $2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be $4,000,000.

B. Automobile Liability: $2,000,000 each accident for bodily injury and property damage.

C. Employer's Liability: $1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

D. Collector's Pollution Liability: $2,000,000 per claim and aggregate limit of not less than $4,000,000. The policy shall include limited contractual liability coverage. This coverage shall be maintained for a minimum of three (3) years following termination or completion of Collector's work pursuant to the Agreement.

E. If the Collector maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Collector. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

8.2.3 Self-Insured Retentions

Any self-insured retention must be declared to and approved by the County Risk Management if over $50,000. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees, and volunteers; or the Collector shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

8.2.4 Other Insurance Provisions

Policies are to contain, or be endorsed to contain the following provisions:

A. **Additional Insured Endorsement**. The County, the members of the Board of Supervisors of the County and the officers, agents, employees, and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Collector including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Collector. General Liability coverage can be provided in the form of an endorsement to the Collector's insurance (at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. **Primary Insurance Endorsement**. For any claims related to this Agreement, the Collector's insurance coverage shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its Board members, officers, agents, employees, or volunteers shall be excess of the Collector's insurance and shall not contribute with it.

C. **Notice of Cancellation**. Notice of cancellation shall be in accordance with policy provisions.

D. **Severability of Interest Clause**. Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

8.2.5 General Provisions

A. **Qualifying Insurers**. All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A-, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

B. **Evidence of Insurance**. Prior to commencement of this Agreement, but in no event later than the effective date of the Agreement, Collector shall furnish the County with certificates of insurance and amendatory endorsements effecting coverage required by this clause. Collector shall furnish certified copies of the actual required insurance policies within thirty (30) days after receipt of a request for the policies from the Director. Copies of renewal certificates of insurance and amendatory endorsements shall be furnished to County within thirty (30) days of the expiration of the term of any required policy. Collector shall permit County at reasonable times to inspect all required policies of insurance.

C. **Failure to Obtain or Maintain Insurance; County's Remedies**. Collector's failure to provide insurance specified or failure to furnish certificates of insurance, amendatory endorsements and certified copies of policies, or failure to make premium payments required by such insurance, shall constitute a material breach of the Agreement, and County may, at its option, terminate the Agreement for cause in accordance with Article 9 for any such default by Collector.

D. **No Limitation of Obligations**. The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Collector, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Collector pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.

E. **Review of Coverage**. County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Collector to obtain insurance reasonably sufficient in coverage, form, and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

F. **Self-Insurance**. Collector may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. Collector shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Collector's (i) net worth, and (ii) reserves for payment of claims of liability against Collector, are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. Collector's utilization of self-insurance shall not in any way limit liabilities assumed by Collector under the Agreement.

G. **Claims Made Coverage**. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

1. The policy retroactive date coincides with or precedes Collector's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
2. Collector will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement.

3. If insurance is terminated for any reason, Collector shall purchase an extended reporting provision of at least three (3) years to report claims arising in connection with the Agreement.

4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

H. **Subcontractor's Insurance**. For the purposes of this Section, the term "Subcontractor" is to be broadly construed to mean any person, firm, or entity hired by Collector to carry out any of Collector's duties under this Agreement. Collector shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and Collector shall ensure that County is an additional insured on insurance required from Subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO from CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any Subcontractor's coverage does not comply with the foregoing provisions, Collector shall defend and indemnify the County from any damage, loss, cost or expense, including attorney's fees and court costs, incurred by County as a result of the failure to maintain required coverage.

I. **Waiver of Subrogation**. Collector and County release each other, and their respective authorized representatives, from any and all claims, actual damages, punitive damages, injuries, costs, response, remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including but not limited to attorney's and expert witness fees and court costs) of any kind whatsoever, but only to the extent that the proceeds received from any policy of insurance carried by County or Collector, other than any self-insurance, covers any such claim. Included in any policy or policies of insurance provided by Collector hereunder shall be a standard waiver of rights of subrogation against County by the insurance company issuing said policy or policies.

ARTICLE 9: DEFAULT AND REMEDIES

9.1 EVENTS OF DEFAULT

Events of default under this Agreement include, but are not limited to, the following:

A. **Failure to Perform**. Collector fails to perform in accordance with the County Code or any of its material obligations under this Agreement, as it may be amended from time to time. Refusal to provide service to a Customer, where it is impractical because of operational limitations related to topography, geographical isolation, and/or access, shall not constitute a material breach of this Agreement, upon finding by the Director that serving such Customer would constitute an unreasonable hardship.

B. **Failure to Implement Collection Program**. Collector fails to implement a Collection program that complies with the requirements of Article 5 and Exhibits C, D, or E of this Agreement.

C. **Failure to Provide Processing Capacity and/or Achieve Processing Standards**. Collector fails to provide adequate Processing capacity and/or achieve Processing standards in accordance with Section 5.5 and Exhibit G of this Agreement.

D. **Failure to Comply with Other Requirements**. Collector fails to comply with other requirements of the Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement.

E. **Misrepresentation**. Any statement, representation, or disclosure made to County by Collector in connection with or as an inducement to entering this Agreement or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time the statement, representation, or disclosure is made, whether or not any such statement, representation, or disclosure appears as part of this Agreement.

F. **Seizure or Attachment**. There is a seizure or attachment of (other than a prejudgment attachment), or levy affecting possession on the operating equipment and facilities of such proportion as to substantially impair Collector's ability to perform under this Agreement and which cannot be released, bonded, or otherwise lifted within seventy-two (72) hours, excluding weekends and holidays.

G. **Financial Insolvency**. Collector files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debt relief, or other similar law or regulation now or hereafter in effect, or consents to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Collector or necessary for this Agreement), trustee (other than as security for an obligation under a deed of trust), custodian, sequester (or similar official) for any part of the Collector's operating assets or any substantial part of Collector's creditors, or shall fail generally to pay Collector's debts as they become due or shall take any action in furtherance of any of the forgoing.

H. **Court Decisions**. Any court having jurisdiction shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, or sequestrator (or similar official) of the Collector or for any part of the Collector's operating equipment or assets, or order the winding up or liquidation of the affairs of Collector.

I. **Fraud or Deceit**. If Collector practices, or attempts to practice, any fraud or deceit upon County.

J. **Failure to Maintain Coverage**. If Collector fails to provide or maintain in full force and effect the insurance coverage required by this Agreement.

K. **Failure to Start Operations**. Collector shall have one hundred twenty (120) days from the effective date of this Agreement to be fully operational and offer to the public without limit or restriction service within all designated service areas.

L. **Violations of Regulation**. If Collector violates any permits, orders, or filings of any regulatory body having jurisdiction over Collector which violation or non-compliance materially affects the Collector's ability to perform under this Agreement, provided that Collector may contest any such orders or findings by appropriate proceedings conducted in good faith, in which case no breach of the Agreement shall be deemed to have occurred during the pendency of the contestation or appeal, to the extent Collector is able to adequately perform during that period.

M. **Acts or Omissions**. Any other act or omission by Collector which materially violates the terms, conditions, or requirements of this Agreement, AB 939, AB 341, AB 1826, AB 876, AB 901, and SB 1383, as it may be amended from time to time, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remediated within the time set in the written notice of the violation or, if Collector cannot reasonably correct or remedy the breach within the time set forth in such notices, if Collector should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

N. **Termination of Service**. In the case of a breach related to the above sections, and the breach continues for more than thirty (30) days after written notice from the Director for the correction thereof, provided that where such breach cannot be cured within such thirty (30) day period, Collector shall not be in default of this Agreement if the Collector shall have commenced such action required to cure the particular breach within ten (10) days after such notice, and it continues such performance diligently until completed within a reasonable time. Notwithstanding the above, failure to provide service, except as provided in Section 9.5, under this Agreement for a period of ten (10) days shall constitute abandonment of the right to Collect Discarded Materials in the unincorporated County. The Agreement shall become void upon the abandonment of the same by Collector.

O. **Limitation on Subcontracting or Use of Independent Operator for Facility Services**. Collector fails to comply with one or more of the requirements specified in the Agreement related to use of Subcontractors or independent operators that provide facility services.

P. **Failure to Pay Liquidated Damages or Excessive Liquidated Damages**. Collector fails to pay liquidated damages assessed pursuant to Section 9.6; or, Collector has a pattern of persistent or repeated failure to meet performance standards as evidenced by assessment of liquidated damages in any twelve (12) month period in excess of fifty thousand dollars ($50,000).

9.2 SUSPENSION OR REVOCATION; DISPUTE RESOLUTION

The non-exclusive right to Collect Discarded Materials in the unincorporated County may be suspended or revoked by the Director when the Collector violates any provision of this Agreement, the County Code, State, or federal laws or any rule or regulation promulgated by a State or federal regulatory agency, the County Board of Supervisors, or the Director relating to the Collection or transportation of Discarded Materials. Written notice of suspension or revocation of the Agreement shall be served personally or by registered or certified mail, postage paid, to the last recorded address of the place of business or residence of the Collector. Collector shall cease operations within ten (10) days after receipt of said notice unless the Collector has been reinstated by the Director or an appeal hearing before the County Appellate Hearing Board has been requested prior to expiration of said ten (10) day period in accordance with County Code Section 68.540(d). In the event that such an appeal hearing is requested, said Collector may continue Collecting Discarded Materials and subsequently transferring, transporting, reusing, salvaging, Recycling, Processing, and Disposing of Solid Waste and other Discarded Materials until the County Appellate Hearing Board has rendered its decision on the suspension or revocation of the Agreement.

Any Person whose Agreement has been revoked or suspended has the right to an appeal hearing before the County Appellate Hearing Board. A request in writing shall be made to the Clerk of the Board within ten (10) days after receipt of notice of suspension or revocation, and the appeal hearing shall be held not later than fourteen (14) days following the receipt of the written request or such later time as may be required to conduct a properly noticed hearing. Written notice of the time, date, and place of the appeal hearing shall be given by the Clerk of the Board to the Collector and to the Director. The County Appellate Hearing Board shall render its decision within fifteen (15) days after the close of the appeal hearing and its decision shall be final.

9.3 RIGHT TO TERMINATE UPON DEFAULT

Upon a default by Collector and after the completion of the process described in Section 9.2, the County shall have the right to terminate this Agreement without need for any additional hearing, suit, or legal action.

9.4 COUNTY'S REMEDIES CUMULATIVE: SPECIFIC PERFORMANCE

The County's right to terminate the Agreement under Section 9.3 is not exclusive of other remedies, and the County's termination of the Agreement shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies which the County may have.

By virtue of the nature of this Agreement, the urgency of timely, continuous, and high quality service, the lead time required to effect alternative service, and the rights granted by County to

the Collector, the remedy of damages for a breach hereof by Collector may be inadequate and County shall be entitled to injunctive relief.

9.5 EXCUSE FROM PERFORMANCE

The Parties shall be excused from performing their respective obligations hereunder in the event they are prevented from performing by reason of floods, earthquakes, other "acts of God," war, civil insurrection, riots, act of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage, or slow down, sick-out, picketing, or other concerted job action conducted by Collector's employees or directed by the Collector is not an excuse from performance and Collector shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events; provided, that in the case of labor unrest or job action directed by a third party (e.g., Customer) over whom Collector has no control, the inability of Collector to make Collections due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of Collector's employees while making Collections or to make reasonable accommodations with respect to confrontation with picketers or the number of Persons necessary to make Collections shall, to that limited extent, excuse performance and provided further that the foregoing excuse shall be conditioned on Collector's cooperation in making Collections at different times and in different locations.

The Party claiming excuse from performance shall within two (2) working days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim under this Section. Notwithstanding, in the event of a catastrophic event, Collector shall comply with County's emergency preparedness plan.

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

Notwithstanding the foregoing, however, (1) the existence of an excuse from performance will not affect the County's right under this Section; and, (2) if Collector is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the results of third party labor disputes where service cannot be provided at the point of Collection for reasons described earlier in this Section, the County shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) working days' notice, in which case the provisions of Section 9.2 will apply.

9.6 LIQUIDATED DAMAGES

A. County incurred considerable time and expense procuring this Agreement in order to secure an improved level and quality of Recycling and compliance with applicable law and regulations including State Diversion requirements;

B. Consistent and reliable franchise services, including Collection of Putrescible Wastes that attract vermin and vectors are of the utmost importance to the public health, safety, and well-being of residents and businesses in the County; and,

C. The liquidated damages specified in Exhibit H represent a reasonable estimate of the amount of damages, considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to County that reasonably could be expected and anticipation that proof of actual damages would be costly or inconvenient.

D. 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.

Collector Initial Here DV County Initial Here MKB

E. **Assessment**. Prior to assessing liquidated damages, County shall give Collector notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. County may assess liquidated damages for each day or event or reporting period, as appropriate, that Collector is determined to be non-compliant in accordance with this Agreement.

F. **Timing of Payment**. Collector shall pay any liquidated damages assessed by County within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, County may exercise any other right or remedy available to County under this Agreement or at law or in equity, or any combination of these remedies.

G. **Collector Inquiry**. Collector may, within ten (10) days after receiving the notice, request a meeting with the Director or his or her designee. Collector may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. Following the meeting and County's further consideration, the Director or his/her designee shall make a final determination of the assessment of liquidated damages and decision of the Director or his/her designee shall be final. Collector shall pay liquidated damages within the time frame specified in the above subsection.

ARTICLE 10: OTHER AGREEMENTS OF THE PARTIES

10.1 RELATIONSHIP OF PARTIES

The Parties intend that Collector shall perform the services required by this Agreement as an independent contractor and not as an officer or employee of County nor as a partner of or joint

venturer with County. No employee or agent of Collector shall be or shall be deemed to be an employee or agent of the County. Except as expressly provided herein, Collector shall have the exclusive control over the manner and means of conducting the Discarded Materials Collection services performed under this Agreement, and all Persons performing such services. Collector shall be solely responsible for the acts and omissions of its officers, employees, Subcontractors, and independent operators performing facility services on its behalf, and agents and the same shall not obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to County employees by virtue of employment with the County.

Collector agrees that this Agreement is not made in the interest of, or on behalf of, any undisclosed Person, partnership, collector, association, organization, or corporation. Collector has not directly or indirectly colluded, conspired, connived, or agreed with any Person, partnership, other collector, association, organization, or corporation to secure any advantage against the County.

10.2 COMPLIANCE WITH LAW

In providing the services required under this Agreement, Collector shall at all times, at its sole cost, comply with all applicable laws of the United States, the State of California, County, and other State or government bodies which may have jurisdiction over any service provided in this Agreement and with all applicable regulations promulgated by any federal, State, regional, or local administration and regulatory agency, now in force and as they may be enacted, issued, or amended during the Term of this Agreement.

10.3 GOVERNING LAW

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

10.4 JURISDICTION

Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree for purposes of both State and federal court action that this Agreement is made in and will be performed in the County of San Diego, State of California. Federal courts may have jurisdiction over certain lawsuits arising from this Agreement and these should be brought and concluded within the federal system.

10.5 ASSIGNMENT

The following provision shall apply to the Collector if the Collector is a Single-Family Collector and/or Multi-Family/Commercial Collector. If the Collector is only approved as a C&D Collector, it shall not be entitled to assign its Agreement under this Section 10.5.

Collector acknowledges that this Agreement involves rendering a vital service to County's residents and businesses, and that County has granted Collector the non-exclusive right to perform the services specified herein, subject to limitations of the Agreement, based on (1) Collector's experience, skill, and reputation for concluding its Discarded Materials Collection and handling operations in a safe, effective, and responsible fashion, at all times in keeping with applicable waste management laws, regulations, and good Discarded Materials management practices, and (2) Collector's financial resources to maintain the required equipment and to support its indemnity obligations to County under this Agreement. County has relied on each of these factors, among others, in choosing Collector to perform the services to be rendered by Collector under this Agreement.

Any right to Collect Discarded Materials in the unincorporated County granted pursuant to this Agreement is a privilege to be held in trust by the original Collector (franchisee). A Non-Exclusive Franchise Agreement shall not be transferred, sold, leased, assigned, relinquished, or delegated to another Person, either in whole or in part, whether by forced sale, lease, assignment, relinquishment, delegation, merger, consolidation, bankruptcy laws, or otherwise, without the prior written approval of the Director with the exception that intra-family transfers of stock are specifically excluded from this Assignment provision and shall not be subject to County consideration and consent. This restriction includes the transfer of ownership of the Agreement, or a majority of the ownership or control of the Collector, or the conveyance of a majority of the Collector's stock to a new controlling interest. The Director shall not unreasonably withhold approval of assignment of the right to Collect Discarded Materials in the unincorporated County, provided that the assignee is qualified to perform its obligations as required by this Agreement and any implementing County ordinance. Whenever there is any change in ownership of Collector that exceeds ten percent (10%) of the stockholder ownership or assets, or an increase or decrease of ten percent (10%) or more in any partner's interest in Collector, Collector shall report the change to the Director within ten (10) days of such changes. If Collector is denied approval to assign this Agreement by the Director, Collector shall have the right of appeal to the County Appellate Hearing Board under Section 9.2, Dispute Resolution. At the time of Collector's request for assignment, Collector shall pay a NEFA application fee if the assignee is a new Collector. The application fee shall be in the amount established by the Director.

10.6 BINDING ON SUCCESSORS

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

10.7 PARTIES IN INTEREST

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights on any Persons other than the Parties to it and their representatives, successors, and permitted assigns.

10.8 WAIVER

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

The subsequent acceptance by either Party of any monies which become due hereunder shall not be deemed to be a waiver of any preexisting or concurrent breach or violation by the other Party of any provision of this Agreement.

10.9 COLLECTOR'S INVESTIGATION

Collector has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed by it.

10.10 NOTICES

All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes, or contemplates shall, except as otherwise specifically provided, be in writing and shall be effective when personally delivered to a representative of the Parties at the address below or deposited in the United States mail, first class postage prepaid, addressed as follows:

If to County:

County of San Diego
DPW Solid Waste Planning and Recycling
Attention: Eric Wolff
5510 Overland Ave. Room 210 MS 0-350
San Diego, CA 92123

If to Collector:

Robert's Waste & Recycling
PO Box 10610
Santa Ana, CA 92711

The address to which communications may be delivered may be changed from time to time by a notice given in accordance with this Section.

10.11 REPRESENTATIVE OF THE PARTIES

All actions to be taken by County related to this Agreement, shall be taken by the Director except as otherwise provided in this Agreement or below. Director may delegate, in writing, authority to other Department officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. Collector may rely upon actions taken by such delegates, if they are within the scope of the authority properly delegated to them.

Collector shall, by the effective date of this Agreement, designate in writing a responsible officer who shall serve as the representative of Collector in all matters related to the Agreement and shall inform County in writing of such designation and of any limitations upon his/her authority to Collector. County may rely upon action taken by such designated representative as action of Collector unless they are outside the scope of authority delegated to him/her by Collector as communicated to County.

10.12 DECLARED STATE OF EMERGENCY

In the event that an authorized official declares a "State of Emergency" within any geographical area of the County, as authorized in Chapter 7, Division 1, Title 2 of the California Government Code (California Emergency Services Act), the Robert T. Stafford Disaster Relief and Emergency Act (42 UCS 5121 et seq.), or other applicable State or Federal law, County will have the right to exercise all privileges and perform all services required under this Agreement, but will not be required to make prior notification to Collector.

10.13 NOTICE

This Agreement does not affect the rights or obligations of the Parties under Section 49520 of the Public Resources Code.

10.14 SUBCONTRACTORS

Collector shall not contract more than fifty percent (50%) of its Collection services as measured by total Collected Tonnage per calendar quarter to another Person. All Persons providing Collection services must hold a valid, unrevoked, and unexpired County Non-Exclusive Franchise Agreement provided that the Person holds a Non-Exclusive Franchise Agreement that authorizes such Collector to Collect Discarded Materials from the Customer types it services under this Agreement.

10.15 INDEPENDENT OPERATORS PERFORMING FACILITY SERVICES

If Collector does not own and/or operate one or more of the Collector-Designated Facilities, Collector shall enter into an agreement with the owner and operator of each Collector-Designated Facility to document the facility services provided by the independent operator and the independent operator's obligations and requirements pertaining to this Agreement.

ARTICLE 11: MISCELLANEOUS AGREEMENTS

11.1 AFFIRMATIVE ACTION

If Collector employs fifteen (15) or more full-time permanent employees, Collector shall comply with the Affirmative Action Program for Vendors as set forth in Article III.k (commencing at Section 84) of the San Diego County Administrative Code, which program is incorporated herein by reference. A copy of this Affirmative Action Program will be furnished upon request by Director or from the County of San Diego website (https://www.sandiegocounty.gov/).

11.2 PRIVACY

Collector shall strictly observe and protect its Customers' privacy and trade secrets, including their rights to privacy under law. In addition, Collector shall not:

A. Reveal to anyone other than County any information identifying individual Customers or the composition or contents of a Customer's Discarded Materials without that Customer's permission, unless required by law; or,

B. Market or distribute mailing lists with Customers' names and service and billing addresses.

Collector shall not assert that any privacy right accorded its Customers under law prohibit Collector from participating in Discarded Materials characterization studies or material stream analyses, keeping records, making reports, or assisting County in meeting any requirements under law.

11.3 PUBLIC RECORDS ACT

The California Public Records Act ("CPRA") requires County to disclose "public records" in its actual or constructive possession unless a statutory exemption applies. This generally includes contracts and related documents. If County receives a CPRA request for records relating to the Agreement, County may, at its sole discretion, either determine its response to the request without notifying Collector or notify Collector of the request. If County determines its response to the request without notifying Collector, Collector shall hold County harmless for such determination. If County notifies Collector of the request, Collector may request that County withhold or redact records responsive to the request by submitting to County a written request

within five (5) business days after receipt of the County's notice. Collector's request must identify specific records to be withheld or redacted and applicable exemptions. Upon timely receipt of Collector's request, County will review the request and at its sole discretion withhold and/or redact the records identified by Collector. Collector shall hold County harmless for County's decision whether to withhold and/or redact pursuant to Collector's written request. Collector further agrees that its defense and indemnification obligations set forth in Section 8.1 of this Agreement extend to any claim against the County and/or its Board, officers, employees, agents, assigns, volunteers, and any successors or assigns arising out of County's withholding and/or redacting of records pursuant to Collector's request. Nothing in this Section shall preclude Collector from bringing a "reverse CPRA action" to prevent disclosure of records. Nothing in this Section shall prevent the County or its agents or any other governmental entity from accessing any records for the purpose of audits or program reviews if that access is legally permissible under the applicable local, State, or federal laws or regulations. Similarly, County or its agent or designee may take possession of the record(s) where legally authorized to do so.

11.4 ENTIRE AGREEMENT

This Agreement, including the Exhibits, represents the full and entire agreement between the Parties with respect to the matters covered herein.

11.5 SECTION HEADINGS

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

11.6 REFERENCES TO LAWS

All references in this Agreement to laws shall be understood to include such laws as they may be subsequently amended or recodified, unless otherwise specifically provided.

11.7 INTERPRETATION

This Agreement shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting. Unless the context requires a different reading, the term "including" when use in this Agreement shall be read as a term of inclusion rather than exclusion.

11.8 AMENDMENT

This Agreement may not be modified or amended in any respect except by written agreement duly approved and signed by the Parties.

11.9 SEVERABILITY

If any nonmaterial provision of this Agreement is for any reason deemed to be invalid and unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement which shall be enforced as if such invalid or unenforceable provision had not been contained herein.

11.10 COUNTERPARTS

This Agreement may be executed in counterparts each of which shall be considered an original.

11.11 EXHIBITS

Each of the Exhibits identified is attached hereto and incorporated herein and made part hereof by this reference.

{Remainder of page intentionally blank}

IN WITNESS WHEREOF, County and Collector have executed this Agreement as of the day and year first above written.

Marisa Barrie Digitally signed by Marisa Barrie Date: 2026.10.14 16:38:57 -07'00'

Director Signature
County of San Diego Department of Public Works

Marisa K. Barrie
Director (Printed Name)

Date: _____

Collector Signature

Dan Valdez
Collector (Printed Name)

Office Manager
Collector (Printed Title of Signatory)

Date: 09/28/2026

EXHIBIT A – Service Summary by Collector Type

Under the conditions of this Agreement, Collector is approved by the County to provide services as one or more of the defined Collector Types, as recorded on the Cover Page of the Agreement. The following table provides a summary of the services that each Collector Type may provide and the types of materials that may be Collected by each Collector Type.

	Single-Family Collector	Multi-Family/ Commercial Collector	C&D Collector
Service Type			
Single Family Residential	√		
Multi-Family Residential		√	
Commercial		√	
C&D			√
Allowable Material Types			
Solid Waste	√	√	
Source Separated Recyclable Materials (1)	√	√	√
Mixed Recyclable Materials (2)	√	√	
Mixed Organics Materials (3)	√	√	
Food Waste	√	√	
Green Materials (4)	√	√	√
Source Separated Inerts (e.g., soil, sand, rock, asphalt, and concrete)			√
C&D			√

1. Source Separated Recyclable Materials refers to Recyclable Materials that are separated by the Generator and separately Collected for Recycling. Examples include cardboard, metal, Wood Waste, textiles, and electronics. C&D Collectors shall only be permitted to Collect Source Separated Recyclable Materials if the materials are from Approved C&D Collection Sites, result from the construction, remodeling, repair, or demolition work at the Approved C&D Collection Sites, and have contamination levels equal to or less than 10%.

2. Mixed Recyclable Materials refers to a mix of Recyclable Materials (e.g., papers, glass, plastics, metal containers, etc.) Source Separated and placed by the Generator in one Container for Collection. These materials are also known as commingled Recyclables or single-stream Recyclable Materials.

3. Mixed Organic Materials refers to a mix of Food Waste and Green Materials placed by the Generator in one Container for Collection.

4. For C&D Collectors, "green materials" means any material related to land development such as yard trimmings, trees, brush, and construction and demolition Wood Waste and does not include food material, bio-solids, wood containing lead-based paint or wood preservatives, mixed construction debris, or mixed demolition debris. Notwithstanding the foregoing, this term shall be defined in Section 68.512(x) of the County Code.

EXHIBIT B – Diversion Goals

B.1 General

County shall monitor Collector's Diversion efforts through Collector reporting required by Section 7.3 of the Agreement, which includes calculated Diversion level. County shall compare Collector's annual Diversion level for each calendar year to the Diversion goals specified in Section B.2 commencing with the Diversion level for 2022. If Collector's annual Diversion level is less than the Diversion goal, the consequences for non-compliance presented in Section B.3 may be followed by the County.

B.2 Diversion Goals. The Diversion goals are specified in Table B-1 and are structured around different types of Collectors as follows:

A. Diversion goals for a Collector that is a Single-Family, Multi-Family, and/or Commercial Collector pursuant to the Cover Page of the Agreement are presented in Column A.

B. Diversion goals for a Collector that is a Multi-Family/Commercial Collector (and not a Single-Family Collector) pursuant to the Cover Page of the Agreement are presented in Column B. If a Single-Family, Multi-Family, Commercial Collector or a Multi-Family/Commercial Collector is also a C&D Collector, the Collector may account for its C&D Tonnage when determining its Diversion level in accordance with Section 7.3.4. Such a Collector is also to use reasonable business efforts to separately achieve C&D Diversion goals specified in Column C.

C. Diversion goals for a Collector that is approved only as a C&D Collector pursuant to the Cover Page of the Agreement are presented in Column C.

{Remainder of page intentionally blank}

Table B-1: Diversion Goals by Collector Type

	Column A Single-Family, Multi-Family, Commercial Collector*	Column B Multi-Family, Commercial Collector*	Column C C&D Collector
Current	~ 28%	~ 28%	Unknown
2022	38%	38%	65% of C&D (100% of excavated soil and land clearing debris) or 75% of C&D when specific conditions are met**
2023	42%	42%	Same
2024	48%	48%	Same
2025 and beyond	54%	54%	Same

* If a Single-Family, Multi-Family, Commercial Collector or a Multi-Family/Commercial Collector is also a C&D Collector, the Collector may account for its C&D Tonnage when determining its Diversion level in accordance with Section 7.3.4. Such a Collector is also required to separately meet the C&D Diversion goals specified in Column C.

** C&D Diversion goal shall increase to 75% when an Approved C&D Processing Facility or transfer facility that delivers C&D to an Approved C&D Processing Facility is located in the County and has been achieving 75% diversion for at least 9 consecutive months and 30-days advanced notice is issued by the County, or shall be required if the California Green Building Standards Code (CALGreen) increases C&D Diversion requirements to 75%.

B.3 Consequences for Failure to Comply

If Collector's actual Diversion level for a given calendar year is less than the Diversion goal(s) specified in Section B.2, the following multi-step compliance process shall apply. The actual Diversion level for a given calendar year shall be based on the cumulative Diversion level reported for the year pursuant to Section 7.3.4.A.4.

A. **Notice of Violation (NOV) for First Offense**

1. If Collector's annual Diversion level for one or more of the Collector Types (as reflected in reports submitted in accordance with Section 7.3.4.A.4 of the Agreement) is less than the Diversion goal(s) specified in Table B-1 for the applicable period, County may issue a NOV requiring Collector's demonstration of compliance.

2. Collector shall be given six (6) months to achieve the Diversion goal(s).

3. Collector's compliance following issuance of the NOV shall be evaluated based on the Collector's Diversion level reported for the first three (3) month period completed following six (6) months from the NOV issuance date, where any partial month shall be added to the six (6) month period so that the three (3) month timeframe to demonstrate achievement of the Diversion Goal(s) begins on the first day of a month. For example, if the County issues a NOV on March 15, the Collector will have 6.5 months from the NOV issuance date to implement changes to reach the Diversion goal(s), and the County will evaluate its achievement of the Diversion goals based on the Collector's Diversion level for the three (3) month period from October 1 through December 31.

4. If the Collector's Diversion level for the three (3) month period equals or exceeds the Diversion goal(s), the Collector shall be deemed to be have achieved the Diversion goals.

B. **Notice of Order to Correct (NOTC) following NOV**

1. If the Collector's Diversion level for the three (3) month period established above to assess Collector's achievement of the Diversion goal(s) following issuance of a NOV does not equal or exceed the Diversion goal(s), County may issue a Notice of Order to Correct (NOTC) that requires Collector's implementation of a corrective action plan to support achievement of the Diversion goal(s).

2. The correction action plan shall be developed by the Collector or County as described below.

   a. Collector-Prepared Corrective Action Plan. If the Collector does not achieve the Diversion goal(s) in this Exhibit (as reflected for a quarter in a quarterly report submitted in accordance with Section 7.3.4 of the Agreement), but achieves a Diversion level two percent (2%) or less than the Diversion goal(s) (e.g., achieves 46% rather than the 48% Diversion goal), Collector shall prepare and submit a corrective action plan to the County within thirty (30) days of receipt of an NOTC. The Corrective Action Plan shall document how Collector plans to achieve the Diversion goals(s) within the next six (6) months, or other timeframe agreed upon by the County. County shall review and approve the corrective action plan if it supports the Collector's proposed approach. If upon County review of the corrective action plan, the County does not support the Collector's proposed approach or portions of it, the Collector and County shall meet and confer and agree on changes to the Collector's proposed corrective action plan. The Collector shall resubmit the corrective action plan for review and approval by the County within thirty (30) days of the "meet and confer" meeting unless the Parties agree to an alternative submittal timeframe. Following County approval of the corrective action plan, Collector shall implement its corrective action plan.

   b. County-Prepared Corrective Action Plan. If the Collector does not achieve the Diversion goal(s) in this Exhibit (as reflected for a quarter in a quarterly report

submitted in accordance with Section 7.3.4 of the Agreement), and the Collector's Diversion level is more than two percent (2%) less than the Diversion goal(s) (e.g., achieves 44% rather than the 48% Diversion goal), County may prepare a corrective action plan for the Collector documenting program changes and other actions the Collector is to implement to achieve the Diversion goals(s) within the next six (6) months, or other timeframe agreed upon by the County. County will provide the corrective action plan to the Collector for review. Collector shall review the corrective action plan and submit any comments to the County within fourteen (14) days of receipt of the corrective action plan. The County may request that the Collector meet with the County to discuss the Collector's comments on the proposed corrective action plan. The County will finalize and approve the corrective action plan, and Collector shall implement its corrective action plan. At County's option, County may request that the Collector prepare the corrective action plan; and, Collector shall follow the procedures described in subsection (a) above.

C. **Monitoring following NOTC**

1. Non-Compliance with the Corrective Action Plan. After completion of corrective action plan, County shall monitor Collector's compliance on a quarterly basis for implementation of the program changes and other actions described in the corrective action plan. If Collector does not implement all programs and actions required by the corrective action plan within the timeframe specified in the County-approved corrective action plan, the County may assess liquidated damages pursuant to Section 9.6 and Exhibit H.

2. Persistent Non-Compliance with a Corrective Action Plan. If any period of non-compliance following full implementation of a corrective action plan exceeds more than six (6) months in any twelve (12) month period, the persistent non-compliance shall be deemed an event of default in Collector's "Failure to Perform" under Section 9.1 and County may suspend or revoke the Agreement pursuant to Section 9.2 or issue a notice of termination pursuant to Section 9.3 (provided that County followed the above multi-step compliance process).

3. Diversion Level. After approval of a corrective action plan, County will monitor Collector's Diversion level on a quarterly basis rather than an annual basis until Collector achieves the Diversion goal(s) for eight (8) consecutive quarters after which time annual monitoring shall be performed by the County.

D. **Non-Achievement of Diversion Goal(s) after NOTC**. For any failure to achieve the Diversion goal(s) following a two (2) year period from the approve date of a corrective action plan, the County may issue a subsequent NOTC (omitting the NOV process (Step A)) to initiate a subsequent corrective action plan process.

EXHIBIT C – Single-Family Collection Standards

The Single-Family Collection standards provided in this Exhibit shall apply to the Collector if the Collector is approved as a Single-Family Collector as recorded on the Cover Page of this Agreement. Unless otherwise indicated, Collector shall fulfill the requirements of this Exhibit on or before October 1, 2021.

C.1 General Requirements for Densely-Populated Areas

A. **Voluntary Subscription**. Collector shall Collect Discarded Materials from Single-Family Customers that voluntarily subscribe to its Collection services.

B. **Three-Container System**. As further described in this Exhibit, Collector shall provide its Customers with three (3) Containers for weekly Collection of Recyclable Materials, Organic Materials, and Solid Waste in the Densely-Populated Areas, unless its Customer has secured a waiver for one or more types of Collection services in accordance with Section 68.575 of the County Code or is exempt pursuant to Section 68.570 of the County Code. At Collector's option, Collector may propose use of Split Carts or additional sorting of material beyond the material separation required herein by the three (3) Containers (e.g., separate Food Waste Collection using small containers), subject to Director's approval. Collector shall provide Customers with rigid Containers for the purposes of Collection, with the exception that bags may be used as an alternative for Collection of excess Discarded Materials ("overages") on an infrequent basis.

C. **Alternatives to the Three-Container System**. Collector may propose use of a modified Collection system that relies on two Containers or more than three (3) Containers and/or use of bags or Bins for some Discarded Materials; however, Collector's proposed Collection method for Organic Waste must comply with County Code, SB 1383, and other federal, State, and local regulations and shall be subject to the Director's approval.

D. **Container Type Exceptions**. Collector may provide homeowner associations or other unique properties with Containers other than Carts for Collection of Discarded Materials, subject to Director's approval and subject to compliance with Container labeling and color requirements in accordance with Section 5.7 of the Agreement.

E. **Food Waste Collection**. By October 1, 2021, Collector shall establish Food Waste Collection services that allow its Single-Family Customers in Densely-Populated Areas to place Food Waste in the Organic Materials Containers for Collection and subsequent transportation by Collector to a Collector-Designated Facility for Processing. Collector may separately Collect Food Waste using additional Containers or Split Carts provided that: (i) the Collection method complies with County Code, federal, State, and local regulations, including 14 CCR Division 7, Chapter 12, Article 1 requirements, (ii) Collector provides Containers that comply

with the Container labeling and color requirements in Section 5.7 of the Agreement, and, (iii) Food Waste Collection service is implemented on or before October 1, 2021.

F. **Rate Structure**. Subject to Section 4.6, Rate Regulation, Collector may structure rates it charges Single-Family Customers in the Densely-Populated Areas at its discretion with the exception that the County reserves the right to specify rate structuring requirements in the event a corrective action plan is issued pursuant to Section B.3 of Exhibit B.

C.2 Recyclable Materials Collection in Densely-Populated Areas

A. **Recycling Container**. Collector shall provide each Customer at a Single-Family Dwelling Unit with a minimum of one Cart designated for the Collection of Recyclable Materials (a "Recycling Cart"). At Collector's option, Collector may provide Single-Family Dwellings with multiple Carts or one or more Bins for Recyclable Materials Collection.

B. **Recyclable Materials**. At a minimum, Collector shall Collect Designated Recyclable Materials placed by Generator in the Collector's Recycling Containers and White Goods (which shall be Collected in accordance with Section C.5). Collector may Collect other Recyclable Materials at its option, with the exception that the Recycling Container shall not be used to Collect non-Recyclable materials or Prohibited Container Contaminants.

C. **Transport and Processing**. Collector shall transport and deliver Recyclable Materials Collected to Collector-Designated Facility(ies) for Processing and such Processing shall comply with requirements prescribed in Exhibit G.

D. **Minimum Recycling Container Volumes**. Collector shall provide a minimum of ninety percent (90%) of its Single-Family Customers with a minimum weekly capacity of 64 gallons for Recyclable Materials storage and Collection. For the remaining ten percent (10%) of Customers, Collector, at Customer's request, may provide 35-gallon Carts to Customers with physical space constraints or limited physical abilities to move larger-sized Containers.

E. **Waivers for Customers**. If the County grants a waiver pursuant to Section 68.575 of the County Code, the requirements of this Section may be modified for certain Customers. Pursuant to Section 6.7, the County shall notify the Collector within seven (7) days of approval of a Customer waiver, including information on the Customer and any changes to Service Level or Collection service requirements.

C.3 Organic Materials Collection in Densely-Populated Areas

A. **Organic Materials Containers**. At a minimum, Collector shall provide each Customer at a Single-Family Dwelling Unit with one Cart for Collection of Organic Materials (an "Organic Materials Container"). At Collector's option, Collector may provide Single-Family Dwellings with multiple Carts or one or more Bins for Organic Materials Collection.

B. **Organic Materials**. Collector shall Collect Designated Organic Materials placed by Generator in Collector's Organic Materials Container. At a minimum, Collector shall Collect Green Materials in the Organic Materials Container as of the effective date of the Agreement and may Collect Wood Waste and Food Waste in the Organic Materials Container along with the Green Materials at any time provided that Wood Waste and Food Waste Collection shall commence no later than October 1, 2021. The Organic Materials Container shall not be used for the storage and Collection of non-Organic Materials; Prohibited Container Contaminants; carpets; textiles; Non-Compostable Paper; or any Organic Materials subject to quarantine or movement issued by a County agriculture commissioner. Pursuant to the definition of Designated Organic Materials in Article 1, at Collector's option, Collector may exclude Wood Waste and/or dry lumber from the Organic Materials Collection services if Collector Collects such materials as Designated Recyclable Materials.

C. **Food Waste**. Collector may separately Collect Food Waste using additional Containers or Split Carts provided that: (i) the Collection method complies with County Code, federal, State, and local regulations including 14 CCR Division 7, Chapter 12, Article 3 requirements, (ii) Collector provides Containers that comply with the Container labeling and color requirements in Section 5.7, and (iii) Food Waste Collection service is implemented on or before October 1, 2021.

D. **Transport and Processing**. Collector shall transport and deliver Collected Organic Materials to Collector-Designated Facility(ies) for Processing and such Processing shall comply with requirements prescribed in Exhibit G.

E. **Minimum Organic Materials Container Volumes**. Collector shall provide a minimum of ninety percent (90%) of its Single-Family Customers with a minimum weekly capacity of 64 gallons for Organic Materials Collection services. For the remaining ten percent (10%) of Customers, Collector, at Customer's request, may provide 35-gallon Carts to Customers with physical space constraints or limited physical abilities to move larger-sized Containers.

F. **Waivers for Customers**. If the County grants a waiver pursuant to Section 68.575 of the County Code for Customers that actively practice on-Premises composting, the requirements of this Exhibit may be modified for certain Customers. Pursuant to Section 6.7, the County shall notify the Collector within seven (7) days of approval of a Customer waiver or self-certification, including information on the Customer and any changes to Service Level or Collection service requirements. Collector will be responsible for maintaining records of all Customers granted waivers pursuant to this Section.

G. **Acceptance of Compostable Plastics and/or Use of Plastic Bags**. If Collector accepts Compostable Plastics from Generators in the Organic Materials Containers for Processing at the Collector-Designated Organic Waste Processing Facility or allows Generators to place Organic Materials in plastic bags for Collection, at least four (4) months prior to the commencement of the Collection of Compostable Plastics in the Organic Materials Collection program or acceptance of Organic Materials in plastic bags, Collector shall

provide written notification to the County that the Facility can Process and recover these Compostable Plastics and/or that that the Facility can remove the plastic bags and that allowing use of bags does not inhibit the ability of Organic Materials Processing.

Annually, in accordance with Exhibit G, Collector shall provide written notification to the County that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics and/or remove plastic bags. If, at any time during the Term of the Agreement, the Collector-Designated Organic Waste Processing Facility can no longer accept Compostable Plastics and/or recover plastic bags, Collector shall notify the County within thirty (30) days of the Facility's inability to accept the Compostable Plastics or plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics and/or remove the plastic bags; the period of time the Facility will not Process and recover these materials and/or remove the plastic bags; and, the Collector's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection.

C.4 Solid Waste Collection in Densely-Populated Areas

A. **Solid Waste Container**. At a minimum, Collector shall provide each Customer at a Single-Family Dwelling Unit with one Cart for the Collection of Solid Waste (a "Solid Waste Cart"). At Collector's option, Collector may provide Single-Family Dwellings with multiple Carts or one or more Bins for Solid Waste Collection. Collector may allow Generators to place organic and non-organic carpet and textiles and Non-Compostable Paper in the Solid Waste Container.

B. **Solid Waste Container Sizes**. At a minimum, Collector shall offer Customers three Solid Waste Cart sizes: 32, 64, and 96 gallons (or similar sizes approved by the Director), and shall allow the Customer to choose their Cart size. At Collector's option, Collector may provide Customers Bins for Solid Waste Collection.

C. **Transport and Disposal**. Collector shall transport and deliver Collected Solid Waste to Collector-Designated Facility(ies) for Disposal and such Disposal shall comply with requirements as prescribed in Exhibit G.

C.5 Bulky Item Collection in Densely-Populated Areas

Collector shall provide Single-Family Customers in Densely-Populated Areas with a minimum of two (2) Bulky Item pickups per year at no additional charge. At Collector's option, Collector may offer additional pickups and bill Customers at a rate agreed upon between Collector and Customer. For each Bulky Item Collection pick-up, Customers may place up to three (3) items out for Collection. Collector shall instruct Customers in educational materials to contact Collector with their request. Collector may Collect Bulky Items on a day mutually agreed upon by it and Customer provided that such Collection occurs no later than fourteen (14) days from the day of Customer's request.

Collector shall use reasonable efforts to Divert Bulky Items. Bulky Items Collected by Collector shall not be Disposed until the following hierarchy has been followed by Collector:

A. Reuse of item in present condition;

B. Disassembly for reuse or Recycling;

C. Recycling; and,

D. Landfilling.

Collector shall separately Collect Green Materials and transport such materials to the Collector-Designated Organic Waste Processing Facility for Processing. Collector shall Recycle all White Goods.

This hierarchy precludes the use of front- or rear-loading Collection vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, and unless they have been designated for Disposal.

C.6 General Requirements for Sparsely-Populated Areas

A. **Voluntary Service and Subscription**. Collector may offer Customers in the Sparsely-Populated Areas Collection of Discarded Materials and shall Collect Discarded Materials from Single-Family Customers that voluntarily subscribe to its Collection services.

B. **Recyclable Collection Required**. If Collector Collects Solid Waste from Customers in Sparsely-Populated Areas, Collector is required to offer its Solid Waste Customers Collection services for Designated Recyclable Materials, excluding Collection of White Goods. Collector may, at its option, provide Green Materials, White Goods, and/or Food Waste Collection services.

C. **Collection Frequency**. If Collection of Solid Waste is provided to Customers, Collector shall Collect such material at least weekly unless every other week Collection is permissible by State regulations and approved by the Director. If Collection of Organic Materials is provided to Customers, Collector shall Collect such material at least weekly. Collector shall provide Collection of Designated Recyclable Materials as frequently as agreed upon by Customers, but not less than every other week.

D. **Transport, Processing, and Disposal**. Collector shall transport and deliver Discarded Materials it Collects in the Sparsely-Populated Areas to Collector-Designated Facility(ies) for Processing or Disposal (as applicable for the material type) and such Processing or Disposal shall comply with requirements prescribed in Exhibit G.

E. **Rate Structure**. Subject to Section 4.6, Rate Regulation, Collector may structure rates it charges Single-Family Customers in the Sparsely-Populated Areas at its discretion.

C.7 Placement of Containers for Collection

As of the Effective Date of the Agreement, wherever feasible, Customers shall be directed by Collector to place Containers for Collection either in the street against the curb or at the edge of pavement, in front of their Premises, or adjacent to their Premises in the alley or easement in the rear of their Premises. If a Customer and Collector cannot agree upon a Collection location, or if County determines the selected location may cause safety or other concerns, Director may make the final determination of the Collection location.

C.8 Servicing Containers

As of the Effective Date of the Agreement, Collector shall pick up and return each reusable Container, which is not intended for Disposal, to the location where the occupant properly placed the Container for Collection. Collector shall place the Containers upright with any lids properly secured. Collector, at the request of Customers, may provide special services including: (i) unlocking and locking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers to the Collection vehicle. Collector may charge the Customer for special services at rates agreed upon between the Customer and Collector.

C.9 Hours and Days of Collection

As of the Effective Date of the Agreement, Collector shall provide Single-Family Collection service between the hours of 6:00 a.m. and 8:00 p.m., Monday through Friday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Director. Notwithstanding the foregoing, in the event required by unusual or emergency circumstances, or temporary changes needed to accommodate seasonal fluctuation in Collection needs, the Director may authorize a modification to the above time limitations.

C.10 Drop-Off Facility(ies)

Collector shall provide and operate one or more drop-off facilities where its Residential Customers may deliver Recyclable Materials, used oil and filters, cell phones, household batteries, and potentially other materials for the purpose of Recycling or proper Disposal. The facility shall receive materials at least ten (10) hours per week including a minimum of two (2) hours scheduled on Saturdays. County requires that the drop-off facility is located in the County and prefers that it is in the unincorporated County.

C.11 Education and Outreach

Collector shall comply with education and outreach requirements of Section 6.5 of the Agreement.

EXHIBIT D – Multi-Family and Commercial Collection Standards

The Multi-Family and Commercial Collection standards provided in this Exhibit shall apply to the Collector if the Collector is approved as a Multi-Family/Commercial Collector as recorded on the Cover Page of this Agreement. Unless otherwise indicated, Collector shall fulfill the requirements of this Exhibit on or before October 1, 2021

D.1 General Requirements for Densely-Populated Areas

A. **Voluntary Subscription**. Collector shall Collect Discarded Materials from Multi-Family and Commercial Customers that subscribe to its Collection services.

B. **Three-Container System**. As further described in this Exhibit, Collector shall provide a three (3) Container Collection system for at least once per week Collection of Recyclable Materials, Organic Materials, and Solid Waste to: (i) its Multi-Family and Commercial Customers in the Densely-Populated Areas, and (ii) its Multi-Family and Commercial Customers Premises in Sparsely-Populated Areas that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State), unless its Customer has secured a waiver for one or more types of Collection services in accordance with Section 68.575 of the County Code or is exempt pursuant to Section 68.570 of the County Code. At Collector's option, Collector may propose use of Split Carts, Split Bins, or additional sorting of material beyond the material separation required herein by the three (3) Containers (e.g., separate Food Waste Collection using small containers), subject to Director's approval. Collector shall provide Customers with rigid Containers for the purposes of Collection, with the exception that bags may be used as an alternative for Collection of excess Discarded Materials ("overages") on an infrequent basis.

C. **Alternatives to the Three-Container System**. Collector may propose use of a modified Collection system that relies on two Containers or more than three (3) Containers and/or use of bags for some Discarded Materials; however, Collector's proposed Collection method for Organic Waste must comply with County Code, SB 1383, and other federal, State, or local regulations, and shall be subject to the Director's approval.

D. **Food Waste Collection**. By October 1, 2021, Collector shall establish Food Waste Collection services for (i) all Multi-Family and Commercial Customers in the Densely-Populated Areas, and (ii) for Commercial Premises in Sparsely-Populated Areas that generate four (4) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State). Collector shall allow its Customers to place Food Waste in the Organic Materials Containers for Collection for subsequent transportation by Collector to a Collector-Designated Facility for Processing. Collector may separately Collect Food Waste using additional Containers, Split Carts, or Split Bins provided that: (i) the

Collection method complies with County Code, and federal, State, and local regulations including 14 CCR Division 7, Chapter 12, Article 1 requirements, (ii) Collector provides Containers that comply with the Container labeling and color requirements in Section 5.7 of the Agreement, and (iii) Food Waste Collection service is implemented on or before October 1, 2021.

E. **Rates**. Subject to Section 4.6, Rate Regulation, Collector shall charge the Customers for Discarded Materials Collection services, Bulky Item Collection service, and special services at rates agreed upon between the Customer and Collector.

D.2 Recyclable Materials Collection in Densely-Populated Areas

At a minimum, Collector shall Collect Designated Recyclable Materials placed by Generator in Collector-provided Recycling Containers from Multi-Family and Commercial Customers and may charge a rate agreed upon by Customer and Collector. Collector may Collect other Recyclable Materials at its option, with the exception that the Recycling Containers shall not be used to Collect non-Recyclable materials or Prohibited Container Contaminants. Collector shall provide Recyclable Materials Collection service at least one (1) time per week, unless another frequency has been specified and permitted by the Director, County Code, or State regulations, including 14 CCR Division 7, Chapter 12, Article 3 requirements.

D.3 Organic Materials Collection in Densely-Populated Areas

Collector shall Collect Designated Organic Materials from Customers in Collector-provided Organic Materials Containers not less than one (1) time per week from Multi-Family and Commercial Customers and may charge a rate agreed upon by Customer and Collector.

Collector shall Collect Designated Organic Materials placed by Generator in Organic Materials Containers, which may exclude Food Waste at Collector's option provided that Food Waste shall be Collected on or before by October 1, 2021. The Organic Materials Container shall not be used for the storage and Collection of non-Organic Materials; Prohibited Container Contaminants; carpets; textiles; Non-Compostable Paper; Hazardous Waste, or any Organic Materials subject to quarantine or movement issued by a county agriculture commissioner. If 14 CCR Division 7, Chapter 12, Article 1 does not include a list of non-allowable items for Collection in Organic Containers, Director shall provide a list of non-allowable items. Pursuant to the definition of Designated Organic Materials in Article 1, at Collector's option, Collector may exclude Wood Waste and/or dry lumber from the Organic Materials Collection services if Collector Collects such materials as Designated Recyclable Materials.

If Collector accepts Compostable Plastics from Generators in the Organic Materials Containers for Processing at the Collector-Designated Organic Waste Processing Facility or allow Generators to place Organic Materials in plastic bags for Collection, at least four (4) months prior to the commencement of the Collection of Compostable Plastics in the Organic Materials Collection program or acceptance of Organic Materials in plastic bags, Collector shall provide written

notification to the County that the Facility can Process and recover these Compostable Plastics and/or that that the Facility can remove the plastic bags and that allowing use of bags does not inhibit the ability of Organic Materials Processing.

Annually, in accordance with Exhibit G, Collector shall provide written notification to the County that the Facility has and will continue to have the capabilities to Process and recover the Compostable Plastics and/or remove plastic bags. If, at any time during the Term of the Agreement, the Collector-Designated Organic Waste Processing Facility can no longer accept Compostable Plastics and/or recover plastic bags, Collector shall notify the County within thirty (30) days of the Facility's inability to accept the Compostable Plastics or plastic bags. The notification shall include: a description of the reasons the Facility is no longer able to Process and recover the Compostable Plastics and/or remove the plastic bags; the period of time the Facility will not Process and recover these materials and/or remove the plastic bags; and, the Collector's proposed plan to assist in education and outreach of Customers in the event these materials are no longer accepted for Collection.

D.4 Solid Waste Collection in Densely-Populated Areas

Collector shall Collect Solid Waste placed by Generators in Collector-provided Solid Waste Containers not less than one (1) time per week from Multi-Family and Commercial Customers and may charge a rate agreed upon by Customer and Collector. Collection of Solid Waste Less than once per week may be provided subject to conditions of Section D.1.C.

Collector may allow all Generators to place carpet and textiles and Non-Compostable Paper in the Solid Waste Containers.

D.5 General Requirements for Sparsely-Populated Areas

A. **Multi-Family and Commercial Customers with Two (2) CY per Week of Discarded Materials or More**. Collector shall provide its Multi-Family and Commercial Customers in Sparsely-Populated Areas that generate two (2) cubic yards or more of total Solid Waste, Recyclable Materials, and Organic Materials per week (or other threshold defined by the State) with the same Collection services described for Multi-Family and Commercial Customers in Sections D.2, D.3, and D.4 unless its Multi-Family or Commercial Customer has secured a waiver for one or more types of Collection services in accordance with Section 68.575 of the County Code or is exempt pursuant to Section 68.570 of the County Code. By October 1, 2021, Collector shall establish Food Waste Collection services pursuant to Section D.1.D for its Commercial Customers, and, at Collector's option, may provide its Multi-Family Customers in Sparsely-Populated Areas with Food Waste Collection.

B. **Other Customers**. For Customers not covered by subsection A, the following requirements apply.

1. Voluntary Service and Subscription. Collector may offer Customers in the Sparsely-Populated Areas Collection of Discarded Materials and shall Collect Discarded Materials from Multi-Family and Commercial Customers that voluntarily subscribe to its Collection services.

2. Recyclable Materials Collection Required. If Collector Collects Solid Waste from Customers in Sparsely-Populated Areas, Collector is required to offer its Solid Waste Customers Collection services for Designated Recyclable Materials, excluding White Goods. Collector may, at its option, provide Green Materials, White Goods, and/or Food Waste Collection services in accordance with this Agreement.

3. Collection Frequency. If Collection of Solid Waste is provided to Customers, Collector shall Collect such material at least weekly unless every other week Collection is permissible by State regulations and approved by the Director. If Collection of Organic Materials is provided to Customers, Collector shall Collect such material at least weekly. When providing Collection of Recyclable Materials, Collector shall provide Collection of Designated Recyclable Materials as frequently as agreed upon by Customers, but not less than every other week.

4. Transport, Processing, and Disposal. Collector shall transport and deliver Discarded Materials it Collects in the Sparsely-Populated Areas to Collector-Designated Facility(ies) for Processing or Disposal (as applicable for the material type) and such Processing or Disposal shall comply with requirements as prescribed in Exhibit G.

D.6 Minimum Diversion Service Level Ratios in Densely-Populated Areas

A. **Minimum Diversion Service Level Ratios for Multi-Family and Commercial Customers**. Collector shall assist Multi-Family and Commercial Customers, or mixed use properties where the majority of square footage is Residential, in complying with the County's Multi-Family and Commercial Diversion Service Level Ratio requirements established pursuant to Article VII of Chapter V of the County Code.

B. **Minimum Recycling and Organic Materials Container Capacities for Multi-Family Customers**. Collector shall assist Multi-Family Customers, or mixed use properties where the majority of square footage is Residential, in providing a minimum weekly capacity of twenty (20) gallons for Collection of Recyclable Material per Multi-family Dwelling Unit and five (5) gallons of Organic Materials capacity per Multi-family Dwelling Unit.

D.7 Transport, Processing, and Disposal

As of the Effective Date of this Agreement, Collector shall deliver Recyclable Materials and Organic Materials Collected from the Recycling Containers and Organic Materials Containers to Collector-Designated Facility(ies) for Processing and such Processing shall comply with requirements prescribed in Exhibit G. Collector shall deliver Solid Waste Collected from the Solid

Waste Containers to Collector-Designated Facility(ies) for Disposal and such Disposal shall comply with requirements prescribed in Exhibit G.

D.8 Container Types and Collection Frequency

As of the Effective Date of this Agreement, Collector may offer Customers various size Carts, Bins, Roll-Off Boxes, and/or compactors for Collection of Discarded Materials. Collector shall Collect each type of Discarded Materials at a frequency agreed upon by Collector and Customer provided that the service is at least once per week, unless otherwise specified, and meets frequency requirements specified in this Exhibit, County Code, and federal, State, and local regulations including 14 CCR Division 7, Chapter 12, Article 1 requirements.

Upon Customer request and to accommodate periodic additional Collection service needs, Collector may provide on-call Collection service at a greater frequency than the Customer's regularly scheduled service, and Collector may charge Customer for the service at a rate agreed upon by Customer and Collector.

Collector may provide Customers with regularly scheduled (permanent) or temporary (on-call) Roll-Off Box Collection service provided that Customer's Putrescible Waste is Collected a minimum of once per week by Collector, by other Person holding a valid Non-Exclusive Franchise Agreement, by a CRMC (that collects Organic Waste), or is Self-Hauled.

D.9 Placement of Containers for Collection

As of the Effective Date of this Agreement, wherever feasible, Customers shall be directed by Collector to place Containers for Collection in a location that minimizes the impedance of traffic. If a Customer and Collector cannot agree upon a Collection location, or if County determines the selected location may cause safety or other concerns, Director may make the final determination of the Collection location.

D.10 Hours and Days of Collection

As of the Effective Date of this Agreement, Collector shall provide Multi-Family and Commercial Customer Collection Service between the hours of 6:00 a.m. and 8:00 p.m., Monday through Sunday. The hours of Collection may be extended due to extraordinary circumstances or conditions with the prior verbal or written consent of the Director. Notwithstanding the foregoing, in the event required by unusual or emergency circumstances, or temporary changes needed to accommodate seasonal fluctuation in Collection needs, the Director may authorize a modification to the above time limitations.

D.11 Servicing Containers

As of the Effective Date of this Agreement, Collector shall pick up and return each reusable Container, which is not intended for Disposal, to the location where the occupant properly placed

the Container for Collection with the lid closed. Collector, at the request of Customers, may provide special services including: (i) unlocking Containers; (ii) accessing Container enclosures with a key; or, (iii) pulling or pushing Containers to the Collection vehicle. Collector may charge the Customer for special services at rates agreed upon between the Customer and Collector.

D.12 Bulky Item Collection in Densely-Populated Areas

Collector shall Collect Bulky Item from Multi-family and Commercial Customers in the Densely-Populated Areas upon Customer's request at a rate agreed upon between Collector and Customer. Collector shall instruct Customers in educational materials to contact Collector with their request. Collector may Collect Bulky Items on a day mutually agreed upon by Collector and Customer provided that such Collection occurs no later than fourteen (14) days from the day of Customer's request.

Collector shall use reasonable efforts to Divert Bulky Items. Bulky Item Collected by Collector shall not be Disposed until the following hierarchy has been followed by Company:

A. Reuse of item in present condition;

B. Disassembly for reuse or Recycling;

C. Recycling; and,

D. Landfilling.

Collector shall separately Collect Green Materials and transport such materials to the Collector-Designated Organic Waste Processing Facility for Processing. Collector shall Recycle all White Goods.

This hierarchy precludes the use of front- or rear-loading Collection vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, and unless they have been designated for Disposal.

D.13 Education and Outreach

Collector shall comply with education and outreach requirements of Section 6.5 of the Agreement.

EXHIBIT E – C&D Collection Standards

The C&D Collection standards provided in this Exhibit shall apply to the Collector if the Collector is approved as a C&D Collector as recorded on the Cover Page of this Agreement.

E.1 General

Collector is authorized to Collect C&D materials from Approved C&D Collection Sites from Customers that voluntarily subscribe to its Collection services. Collector shall charge Customers for C&D Collection services at rates agreed upon by Customers and Collector subject to Section 4.6, Rate Regulation.

E.2 Acceptable Material

Collector may Collect C&D from Approved C&D Collection Sites provided such material results from construction, remodeling, repair, or demolition operations. C&D may also include rocks, soils, tree remains, and other green materials, which results from land clearing or land development operations in preparation for construction. C&D may be mixed materials delivered to an Approved C&D Processing Facility for C&D Recycling; Source Separated C&D materials Collected for Recycling; and/or Source Separated Salvageable Materials Collected for salvage and reuse. C&D may contain only de minimis amounts of Solid Waste generated at the Approved C&D Collection Sites. Collector may transport Source Separated Recyclable Materials, such as cardboard, metals, and green materials, from the Approved C&D Collection Sites if the materials result from the construction, remodeling, repair, or demolition work at the Approved C&D Collection Sites. In the case of Source Separated Recyclable Materials, Collector shall only be permitted to Collect the materials if the contamination levels are equal to or less than ten percent (10%). For the purposes of C&D, "green materials" means any material related to land development such as yard trimmings, trees, brush, and construction and demolition Wood Waste and does not include food material, bio-solids, wood containing lead-based paint or wood preservatives, mixed construction debris, or mixed demolition debris.

E.3 Transport, Processing, and Disposal

Collector shall comply with transport, Processing, and Disposal requirements for C&D prescribed in Exhibit G, including specific standards for C&D in Section G.2.D.

E.4 Container Types and Collection Frequency

Collector may offer Customers various size Bins and Roll-Off Boxes for Collection of C&D. Collector shall Collect the C&D at a frequency agreed upon by the Customer.

E.5 Education Information

Collector shall provide Customers with educational information and shall label or install signs on Bins and Roll-Off Boxes identifying allowable and non-allowable materials. Signs shall be a minimum size of one (1) foot by two (2) feet and lettering on signs shall be a minimum of three (3) inches high. Signs shall be affixed to the front and both sides of each Roll-Off Box.

E.6 Record Keeping and Reporting

Collector shall separately document the following information for each Approved C&D Collection Site: (1) Tonnage of C&D Collected; (2) the Tonnage of C&D delivered to each Approved C&D Processing Facility, specialty recyclers, and/or reuse or salvage operations or locations where C&D was delivered for Processing or reuse; and, (3) calculation of the project-specific Diversion level. Collector shall provide each Customer a "project report" that documents the information described in this Section E.6 and includes the Approved C&D Collection Site, specialty recyclers, or reuse/salvage entities addresses, permit number (if applicable), Collector's name and contact information, and Collector's certification that the information in the report is true and accurate.

In addition, Collector shall provide the County a copy of the project report for each Approved C&D Collection Site classified as a Class 2 project using the "approved collector compliance method" and/or a Class 3 project under Section 68.514 of the County Code. Provision of this documentation is required of the C&D Collector pursuant to Section 68.518 of the County Code.

As part of its documentation responsibilities, Collector shall receive and record any documentation of Tonnage of C&D reused on-site or salvaged for off-site reuse provided to Collector by the person holding the grading, demolition, or construction permit for an Approved C&D Collection Site when the Approved C&D Collection Site is categorized as a Class 3 project under Section 68.514of the County Code. Such Tonnage shall be included in the calculation of the Diversion level for the specific Approved C&D Collection Site in accordance with Section 7.3.4.

EXHIBIT F – Collector-Designated Facilities

The Collector designates the following Facilities for the receipt and handling of Discarded Materials it Collects in the unincorporated County. Collector may amend this list of Collector-Designated Facilities with Director's written approval in accordance with Section G.1.C of Exhibit G. Collector shall ensure that Collector-Designated Facilities comply with Processing and Disposal standards in Exhibit G and shall enter into agreements with the owner and/or operator of the Facilities to ensure this compliance.

	Facility Type									Material Type(s) to be Delivered to the Facility							
Facility Name, Owner/Operator, Address	Recyclables Processing	Composting	Mixed Organics Processing	C&D Processing	Transfer Station	Chip and Grind	Farm/Agricultural facility	Landfill	Other (specify)	Recyclable Materials	Green Materials	Food Waste	Organic Materials	Manure	C&D	Solid Waste	Other (specify)
Fallbrook Waste & Recycling				X						X					X	X	
Escondido Resource Recovery				X											X	X	

EXHIBIT G – Processing, Transfer, and Disposal Facility Standards

Collector-Designated Facilities for Recyclable Materials Processing, Organic Materials Processing, and C&D Processing, transfer, and Disposal shall comply with the standards specified in this Exhibit. **If the Collector is not the owner and/or operator of one or more of the Collector-Designated Facilities, Collector shall ensure that Facility operators of the Collector-Designated Facilities comply with Facility standards in this Exhibit and shall enter into agreements with the owner and/or operator of the Facilities to ensure this compliance, if necessary. If a Facility owner and/or operator refuses to sign an agreement with Collector whereby operator agrees to comply with Exhibit G, consent of the Director shall first be obtained by Collector before using the services of such Facility operator. Collector shall provide County with copies of executed agreements with Facility operators upon request from County.**

G.1 General Requirements

A. **Overview**. Collector agrees to transport and deliver Discarded Materials it Collects in unincorporated County to an appropriate Collector-Designated Facility for Recycling, Processing, or Disposal as applicable for each type of Discarded Material. At Collector's option, Collector may rely on a transfer station and, in such case, shall transport and deliver some or all Discarded Materials to a Collector-Designated Facility for pre-Processing (if applicable) and transfer. If Collector delivers some or all Discarded Materials to a transfer station, it shall receive assurances from Facility operator that Facility operator will transport or arrange for transport of the Discarded Materials to appropriate facility(ies) for Recycling, Processing, or Disposal, as applicable for each type of Discarded Material. In such case, Collector shall receive written documentation from the Facility operator(s) of the Facilities used for Recycling, Processing, or Disposal of Discarded Materials; and, Collector shall list these facilities and the transfer station(s) as Collector-Designated Facilities. Collector shall pay all costs associated with transferring, transporting, Recycling, Processing, composting, marketing, and/or Disposal of all Discarded Materials it Collects.

B. **Facility Capacity Guarantee**.

1. Collector shall secure sufficient capacity over the Term of this Agreement to transfer (if applicable), transport, Recycle, and Process all Recyclable Materials, Organic Materials, and C&D Collected under this Agreement and to transfer (if applicable), transport, and Dispose all Solid Waste Collected under this Agreement. It shall cause the Collector-Designated Facility(ies) to Recycle, recover, Process, and/or compost the materials as appropriate; market the Recyclable Materials, Organic Materials, and C&D recovered from such operations; and Dispose of Residue. Collector shall cause Collector-Designated Facility(ies) for Disposal to Dispose of Solid Waste. Collector shall provide

the County, upon request, with documentation demonstrating the availability of such transfer, Recycling, Processing, composting, and Disposal capacity.

2. If Collector relies on one or more independent operators to perform Facility-related services for Collector, Collector, upon County request, shall demonstrate that such capacity is available and allocated to the Collector by provision of its agreement with each operator, which owns and/or operates an Approved Facility, documenting the operator's guarantee to accept the Discarded Materials Collector delivers over the Term of this Agreement.

C. **Facility Permits and Approvals**. Collector or Facility operator shall keep all existing permits and approvals necessary for use of the Collector-Designated Facility(ies), in full regulatory compliance. Collector, or Facility operator, shall, upon request, provide copies of permits and approvals and/or notices of violation of permits to the County.

D. **Collector-Initiated Change in Facility**. Collector may change its selection of one or more of the Collector-Designated Facility(ies) following Director's written approval. If Collector would like to use a Facility(ies) that is not listed on the then-current list of Collector-Designated Facility(ies) in Exhibit F, it shall submit a written request for approval to the County thirty (30) days prior to use of the Facility and shall obtain the Director's written approval prior to use of the Facility.

E. **Notification of Emergency Conditions.**

1. Collector shall notify the County of any unforeseen operational restrictions that have been imposed upon the Facility by a regulatory agency or any unforeseen equipment or operational failure that will temporarily prevent the Facility from Processing the Discarded Materials Collected under this Agreement. The Collector shall notify the County as soon as possible and no later than twenty-four (24) hours from the time of the incident. The notification shall include the following: (i) name of Collector-Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Facility; (iii) date the Facility became unable to Process materials; (iv) description of the operational restrictions that have been imposed upon the Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Collector anticipates the temporary inability of the Facility to Process materials; (vi) Collector's proposed action plan to deliver materials to an alternative Facility for Processing pursuant to subsection F or Collector's request for waiver to deliver Recyclable Materials or Organic Materials to an approved Disposal Site rather than Processing.

2. Collector shall maintain a record of any Collector-Designated Facility incidents and report this information to the County in accordance with Section 7.3.3.

F. **Inability to Use Collector-Designated Facility(ies)**.

1. If Collector is unable to use a Collector-Designated Facility due to the conditions in subsection E or a sudden unforeseen closure of the Facility, Collector may use an alternative Facility provided that the Collector provides verbal and written notice to the Director and receives written approval from the Director at least twenty-four (24) hours prior to the use of an alternative Facility to the extent reasonably practical given the nature of the emergency or sudden closure.

2. The Collector's written notice shall include the following: (i) name of Collector-Designated Facility; (ii) the Recycling and Disposal Reporting System Number of the Facility; (iii) date the Facility became unable to transfer, Process, and/or Dispose of Discarded Materials Collected by Collector; (iv) description of the operational restrictions that have been imposed upon the Facility by a regulatory agency or unforeseen equipment failure or operational restriction that occurred; (v) the period of time the Collector anticipates the temporary inability of the Facility to perform as required by this Agreement including Exhibit G; (vi) Collector's proposed action plan to deliver materials to an alternative Facility.

3. As appropriate for the type of Discarded Materials to be delivered to the alternative Facility, the alternative Facility shall meet the applicable Facility standards in this Agreement for the particular type of Discarded Materials. The alternative Facility shall comply with the requirements of this Exhibit G unless Director waives one or more requirements.

4. Collector shall comply with reporting requirements of Section 7.3.3.A of this Agreement when a Collector-Designated Facility is non-operational.

G. **Records and Audits**. Collector shall maintain accurate records of the quantities of Discarded Materials transported to and accepted at the Collector-Designated Facility(ies) and shall cooperate with County and any regulatory authority in any audits or investigations of such quantities.

H. **Inspection and Investigations**. An authorized County employee or agent shall be allowed to enter each Facility during normal working hours in order to observe activities and conduct inspections and investigations in order to examine Discarded Material recovery activities, Processing activities, contamination monitoring, material sampling and sorting activities, and records pertaining to the Facility in order to determine compliance with this Agreement and to understand protocols and results, and conduct investigations, if needed. Collector shall permit County or its agent to review or copy, electronically or through mechanical methods (such as photocopying) of any paper, electronic, or other records required by County, such as invoices, memoranda, books, papers, or records.

I. **Insurance, Indemnifications, and Performance Standards**. If Collector uses an Affiliate to provide transfer, transport, Recycling, Processing, composting, and/or Disposal services, or enters into any contract, agreement, or understanding with a third party (independent

operator) for services related to transfer, transport, Recycling, Processing, composting, and/or Disposal of Discarded Materials, Collector shall enter into an agreement with the party and the agreement shall include, but not be limited to, provisions that require such party to comply with the following terms and conditions of this Agreement: indemnification (Section 8.1); insurance requirements (Section 8.2); Recycling, Processing, composting, transfer, marketing, and Disposal performance standards; and any other condition of this Agreement Director deems to be relevant. Upon County request, Collector shall provide documentation of its contracts or agreements with such Affiliates and third parties demonstrating compliance with this provision.

J. **Compliance with Applicable Law**. Collector (or its Affiliates or third parties) warrants throughout the Term that the Collector-Designated Facilities are respectively authorized and permitted to accept Discarded Materials in accordance with applicable law and regulations and are in full compliance with applicable law and regulations.

G.2 Recyclable Materials, Organic Materials, and C&D Standards

A. **Diversion Required**. Collector agrees to transport and deliver all Recyclable Materials, Organic Materials, and C&D Collected under this Agreement to a Collector-Designated Facility for Recycling, Processing, or composting as applicable for each material type. Recycling, Processing, and composting shall be performed in a manner that complies with applicable law and regulations.

B. **Specific Recyclable Materials Standards**. The Recyclable Materials Collected by Collector shall be transported to a Collector-Designated Facility that recovers the Recyclable Materials designated for Collection in the Recyclable Materials Container.

C. **Specific C&D Standards**

1. Collector shall comply with the County's Construction and Demolition Materials Diversion Program requirements pursuant to Article II of Chapter 5, Division 8, Title 6 of the County Code.

2. Collector shall deliver mixed C&D loads to an Approved C&D Processing Facility for Recycling.

3. Collector shall deliver Source Separated C&D such as, but not limited to, dirt, concrete, Wood Waste, cardboard, or other recyclable C&D materials to an Approved C&D Processing Facility or other Facility authorized for Recycling C&D.

4. Collector shall deliver Salvageable Materials to a party for reuse or salvage.

5. Collector shall not use Organic Materials from C&D Collected under this Agreement as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC).

D. Specific Organic Materials Standards

1. Collector shall arrange for Processing of all Organic Materials for Diversion and shall prohibit use of Organic Materials as Alternative Daily Cover (ADC) or Alternative Intermediate Cover (AIC). Organic Materials shall be Processed or used in a manner deemed not to constitute Landfill Disposal pursuant to 14 CCR Section 18983.1(a), which states that Landfill Disposal includes final deposition of Organic Waste at a Landfill or use of Organic Waste as ADC or AIC.

2. If Collector accepts Compostable Plastics and/or plastic bags in its Organic Materials Collection program, the Collector shall annually submit to County written notice from the Collector-Designated Organic Waste Processing Facility confirming said Facility can Process and recover Compostable Plastics and can remove plastic bags when Processing the Organic Materials.

E. **Marketing**. Collector, or Facility operator, shall be responsible for marketing Recycle Materials, Organic Materials, and C&D Collected under this Agreement and shall retain revenues resulting from the sale and marketing materials. Collector's Diversion and marketing methods for materials shall be performed in a manner that supports achievement of Diversion goals in Exhibit B and in such a manner that materials shall be considered as Diversion in accordance with the State regulations established by the AB 939, AB 341, AB 1594, and SB 1383.

Upon request, Collector or Facility operator shall provide proof to the County that all Recyclable Materials, Organic Materials, and C&D (less Residue) Collected by Collector are marketed for composting, Recycling, salvage, or reuse in such a manner that materials shall be considered as Diversion in accordance with the State regulations, including those established by AB 939, AB 341, AB 1594, and SB 1383. All Residue from the Recycling, Processing, and composting activities that is not marketed shall be reported to the County as Residue and accounted for as Disposal Tonnage at a Disposal Facility. No Recyclable Materials, Organic Materials, or C&D shall be transported to a domestic or foreign location if Solid Waste Disposal of such material is its intended use.

If Collector or Facility operator becomes aware that a broker or buyer has illegally handled, Disposed of, or used material generated in the unincorporated County that is not consistent with applicable law, Collector shall immediately inform the County and terminate its contract or working relationship with such party. Collector shall find an alternative market for the Recycle Materials, Organic Materials, and/or C&D that is compliant with applicable law.

The performance of commodity markets for materials recovered from Recyclable Materials, including changes in commodity prices, shall not be considered a reason for deeming a Facility "unavailable" in Section G.1.F, nor shall it be considered an acceptable basis for the need to use an alternative Facility.

F. **Disposal of Recyclable Materials, Organic Materials, and C&D Prohibited**. With the exception of Processing Residue that may be Disposed, Recyclable Materials, Organic Materials, and C&D Collected under this Agreement may not be Disposed in lieu of Recycling, Processing, or composting the material, without the expressed written approval of the Director.

If for reasons beyond its reasonable control, Collector (or its Affiliates, Subcontractors, or third parties) believes that it cannot Divert the Recyclable Materials, Organic Materials, or C&D from Disposal, then it shall prepare a written request for County approval to Dispose of such material. Such request shall contain the basis for Collector's belief (including, but not limited to, supporting documentation), describe the Collector's efforts to arrange for the Diversion of such material, the period required for such Disposal, and any additional information supporting the Collector's request.

In addition, the request shall describe the Collector's proposed interim plans for implementation while the County is evaluating its request. If the County objects to the interim plans, the County shall provide written notice to the Collector and request an alternative arrangement. The County shall consider the Collector's request and inform Collector in writing of its decision within sixty (60) days. Depending on the nature of the Collector's request, County may extend the sixty (60) day period, at its own discretion, to provide more time for evaluation of the request and negotiation of an acceptable arrangement with the Collector.

G.3 Solid Waste Disposal

A. **Disposal of Solid Waste Collected**. Collector shall transport all Solid Waste Collected under this Agreement to a Collector-Designated Facility for Disposal.

B. **Disposal at Approved Site**. Collector or Facility operator shall not Dispose of such Solid Waste or Residue by depositing it on any public or private land, in any river, stream, or other waterway, or in any sanitary sewer or storm drainage system or in any other manner which violates Applicable Laws.

C. **Closure and Post-Closure of Approved Disposal Site**. Collector or Facility operator will safely operate, maintain, and manage the Collector-Designated Disposal Site in compliance with applicable law and regulations not only during the Term, but also thereafter until and during the Collector-Designated Disposal Site closure and post-closure period(s) (including fulfillment of State funding requirements). Collector's or Facility operator's compliance obligations include compliance with the closure/post-closure requirements of CalRecycle throughout the Term of this Agreement and through the required federal, State, or local post-closure period. Collector or Facility operator is solely responsible, operationally and financially, for: (i) the appropriate closure and post-Closure activities of the Collector-Designated Disposal Site; and, (ii) the establishment and funding of any reserve funds required by applicable law or regulations for the purposes

of providing funds for the payment of costs for closure of the Collector-Designated Disposal Site (or any cell within the Collector-Designated Disposal Site) or post-closure activities relating to the Collector-Designated Disposal Site. Collector will not hold the County responsible for paying any deficiencies in required reserves. In addition, Collector will not hold the County responsible for making any payments if actual closure and post-closure costs relating to the Collector-Designated Disposal Site exceed the amounts reserved by the Collector for that purpose. This obligation survives expiration or termination of the Agreement.

G.4 Discarded Materials Monitoring at Collector-Designated Facilities

A. **General**. Collector shall conduct the Discarded Materials "evaluations" at Collector-Designated Facilities if required by applicable law or regulations, including, but not limited to evaluations referenced below.

1. Gray Container Waste Evaluations pursuant to 14 CCR Section 17409.5.7.
2. Organic Waste Recovery Efficiency Evaluations pursuant to 14 CCR Sections 17409.5.1 to 17409.5.5.
3. Evaluation of Organic Waste in Residuals pursuant to 14 CCR Sections 17409.5.3, 17409.5.5, 17867, and/or 17896.44.1.

B. **Reporting**. For the evaluations described above, Collector shall report this information to the County within thirty (30) days of County's written request.

C. **Observance of Study by County and/or CalRecycle**. Collector acknowledges that, upon request, a representative of the County, local enforcement agency, and/or CalRecycle may oversee its next scheduled quarterly sampling and evaluation of any of the evaluations described in Section G.4.A conducted at the Collector-Designated Facility(ies).

EXHIBIT H – Liquidated Damages

County may assess liquidated damages if Collector fails to fulfill its obligations with regards to the events listed in this Exhibit in accordance with the terms and conditions of the Agreement.

	Event of Non-Performance	Basis for Offense
1	**Notice of Availability of Services**. Failure to notify any Customer of the requirements to separate and Recycle Designated Recyclable Materials and Designated Organic Materials and availability of Collection services for these materials upon Customer request of Solid Waste Collection services. (Note: Not applicable for C&D Collectors.)	$100 per Customer per occurrence (not to be assessed more than once per quarter)
2	**Leaks, Litter, or Spills**. For each event of a leak, litter, or spill of Discarded Materials near or on public streets and failure to pick up or clean up such at the time of the leak, litter, or spill.	$100 per event
3	**Unauthorized Collection Hours**. For each occurrence of Collecting Discarded Materials during unauthorized hours.	$100 per event
4	**Failure to Provide Three-Container System**. For each occurrence of failing to provide Customers with a three- (3-) Container system required by Exhibits C and D, excluding Customers granted waivers pursuant to Article VII of Chapter 5, Division 8, Title 6 of the County Code and excluding Customers that demonstrate compliance with Recycling and Organic Materials separation and Diversion through other means provided Collector has documentation of compliance method(s).	$250 per Customer that does not have three-Container service (60-day cure period until County can review again or reinspect)
5	**Container Labeling and Colors**. For each occurrence of Collector's failure to comply with Container labeling and color requirements pursuant to Section 5.7 of the Agreement.	$50 per Customer with non-compliant Containers (60-day subsequent cure period until County can reinspect)
6	**Failure to Submit Reports or Allow Access to Records**. For each failure to submit a report, submit a complete report, or provide access to records in compliance with and in the timeframe specified in Sections 7.2 and 7.3 of this Agreement.	$500 per report per occurrence plus $100 per day until such report is submitted or access to records is granted

	Event of Non-Performance	Basis for Offense
7	**Failure to Report Hazardous Waste**. For each failure to notify the appropriate authorities of reportable quantities of Hazardous Waste.	$500 per event
8	**Failure to Comply with ADC or AIC Prohibition**. For each Ton of Discarded Material used as ADC or AIC when such use is prohibited pursuant to Exhibit G.	$30 per Ton per occurrence, with each partial Ton counting as a Ton
9	**Use of Unauthorized Facilities**. For each individual occurrence of delivering Discarded Materials to a Facility other than a Collector-Designated Facility(ies) as designated in Exhibit F for each Discarded Material type under this Agreement.	$30 per Ton per occurrence, with each partial Ton counting as a Ton
10	**Failure to Distribute Annual Instructional Service Guide**. For each Customer that Collector did not distribute the annual instructional service guide required by Section 6.5 in accordance with the timeline in Section 6.5.	$5 per Customer per guide per work week for each week the distribution of the instruction guide is late
11	**Failure to Distribute Semi-Annual Notices and New Customer Notices**. For each Customer that Collector did not distribute the semi-annual notice or new customer notice required by Section 6.5 in accordance with the timeline in Section 6.5.	$5 per Customer per notice per work week for each week the notice is late
12	**Failure to Perform Other Public Education and Outreach**. For each failure to perform public education and outreach activities as required by this Agreement, which are not specifically stated in this table.	$500 per activity per occurrence plus $100 per day until such activity is performed
13	**Failure to Conduct Contamination Monitoring**. For each failure to conduct annual Collection Route contamination monitoring, issue contamination notices, and maintain records of monitoring and non-compliant Customers in accordance with Section 6.4 of this Agreement.	$500 per route for initial failure to conduct the contamination monitoring plus $100 per day per route until the contamination inspection is performed
14	**Failure to Verify Waivers and Other Exemptions for Customers.** For each failure to conduct waiver review upon County request within specified timeframe pursuant to Section 6.7.C.	$100 per waiver review request that is not completed within the specified timeframe plus $20 per day until the waiver review is completed

	Event of Non-Performance	Basis for Offense
15	**Failure to Maintain Documentation for Customers not subscribing to Collectors' Recyclable Materials and Organic Materials Collection Services.** For each Customer that does not subscribe to Collector's Recyclable Materials or Organic Materials that Collector does not have documentation of a valid waiver or other exemption or other justification.	$250 per Customer that do not subscribe to Collector's Recyclable Materials or Organic Materials Collection services for which Collector does not have justifying documentation (60-day cure period until County can reinspect)
16	**Implementation of Organic Materials Collection Service, including Food Waste Collection.** For each Customer for which Collector is unable to provide an Organic Materials Collection services, as of the effective date of this Agreement and as expanded to include Food Waste pursuant to the timeline specified in Exhibits C and D.	$20 per Customer for which Collector is unable to provide an Organic Materials Collection program (60-day cure period until County can verify again)
17	**Minimum Single-Family Recyclable Materials and Organic Materials Container Sizes.** Failure of Collector to meet or exceed provision of 64 gallons of weekly capacity for Recyclable Materials and Organic Materials Collection to ninety percent (90%) of Single-Family Customers pursuant to Sections C.2 and C.3 of Exhibit C.	$250 per Customer below the 90% threshold unless Collector has documentation that the Customers specifically requested 35-gallon Containers for space constraints or limited physical abilities (60-day cure period provided until County can review again)
18	**Failure to Perform Outreach and Technical Assistance**. For each Customer that did not receive outreach or technical assistance services required by Sections 5.4 and 6.5.	$500 per Customer that did not receive outreach or technical assistance that Collector should have provided
19	**Failure to Comply with Corrective Action Plan.** For each failure to achieve a milestone completion date for an action item in a corrective plan developed pursuant to Exhibit B.	$5,000 per failure plus $100 per day for each day until the action item is complete
20	**Failure of Other Obligations**. For each failure to perform any of the obligations set forth in this Agreement not specifically stated above and not corrected or proceeding in good faith to correct within twenty-four (24) hours upon twenty-four-(24-) hour notification by County.	$250 per failure for each obligation per day until obligation is performed

Note: For any instance of failure to meet performance standards, the amount of the liquidated damage assessed on Collector per offense shall be the amount calculated using the liquidated amounts shown in the table or $250, whichever is greater.