City of Rolling Hills INCORPORATED JANUARY 24, 1957

2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521

AGENDA
Special Solid Waste & Recycling Committee Meeting

SOLID WASTE & RECYCLING COMMITTEE
Thursday, July 13, 2023

CITY OF ROLLING HILLS
1:00 PM

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT CALENDAR

4.A. APPROVE AFFIDAVIT OF POSTING FOR THE SPECIAL SOLID WASTE AND RECYCLING COMMITTEE MEETING OF JULY 13, 2023
RECOMMENDATION: Approve.
CL_AGN_230713_SWR_AffidavitofPosting.pdf

4.B. APPROVE THE FOLLOWING SOLID WASTE AND RECYCLING COMMITTEE MINUTES: APRIL 6, 2023 AND MAY 23, 2023
RECOMMENDATION: Approve as presented.
CL_MIN_230406_SWR.pdf
CL_MIN_230523_SWR.pdf

5. OLD BUSINESS

5.A. DISCUSS WASTE AND RECYCLING SERVICES PROVIDED BY REPUBLIC SERVICES IN MEETING COMPLIANCE REQUIREMENTS
RECOMMENDATION: Receive report, discuss the item and provide direction to staff.
CL_AGN_230523_SWC_StaffReport_RepublicServices.pdf

6. NEW BUSINESS

7. ITEMS FROM STAFF

8. ITEMS FROM SOLID WASTE & RECYCLING COMMITTEE

9. ADJOURNMENT

Next meeting: To be determined in the City Council Chamber, Rolling Hills City Hall, 2

Portuguese Bend Road, Rolling Hills, California, 90274.

Notice:

Documents pertaining to an agenda item received after the posting of the agenda are available for review in the City Clerk's office or at the meeting at which the item will be considered.

In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting due to your disability, please contact the City Clerk at (310) 377-1521 at least 48 hours prior to the meeting to enable the City to make reasonable arrangements to ensure accessibility and accommodation for your review of this agenda and attendance at this meeting.

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.A
Mtg. Date: 07/13/2023

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER

THRU: ELAINE JENG P.E., CITY MANAGER

SUBJECT: APPROVE AFFIDAVIT OF POSTING FOR THE SPECIAL SOLID WASTE AND RECYCLING COMMITTEE MEETING OF JULY 13, 2023

DATE: July 13, 2023

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve.

ATTACHMENTS:
CL_AGN_230713_SWR_AffidavitofPosting.pdf

Administrative Report

4.A., **File #** 1911 **Meeting Date**: 7/13/2023

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) §§
CITY OF ROLLING HILLS)

AFFIDAVIT OF POSTING

In compliance with the Brown Act, the following materials have been posted at the locations below.

Legislative Body	Solid Waste and Recycling Committee
Posting Type	Special Meeting Agenda
Posting Location	2 Portuguese Bend Road, Rolling Hills, CA 90274 City Hall Window City Website: https://www.rolling-hills.org/government/agenda/index.php https://www.rolling-hills.org/government/city_council/city_council_archive_agendas/index.php
Meeting Date & Time	JULY 13, 2023 1:00pm

As City Clerk of the City of Rolling Hills, I declare under penalty of perjury, the document noted above was posted at the date displayed below.

Christian Horvath, City Clerk

Date: July 10, 2023

City of Rolling Hills INCORPORATED JANUARY 24, 1957

Agenda Item No.: 4.B
Mtg. Date: 07/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **CHRISTIAN HORVATH, CITY CLERK / EXECUTIVE ASSISTANT TO CITY MANAGER**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **APPROVE THE FOLLOWING SOLID WASTE AND RECYCLING COMMITTEE MINUTES: APRIL 6, 2023 AND MAY 23, 2023**

DATE: **July 13, 2023**

BACKGROUND:
None.

DISCUSSION:
None.

FISCAL IMPACT:
None.

RECOMMENDATION:
Approve as presented.

ATTACHMENTS:
CL_MIN_230406_SWR.pdf
CL_MIN_230523_SWR.pdf

Minutes
Rolling Hills Solid Waste & Recycling Committee
Thursday, April 6, 2023
Special Meeting 4:00 p.m.

1. CALL TO ORDER

The Solid Waste & Recycling Committee of the City of Rolling Hills met on the above date at 4:10 p.m.

2. ROLL CALL

Members Present:	Mirsch, Mayor Wilson
Members Absent:	None
Staff Present:	John Signo, Planning & Community Services Director
	Christian Horvath, City Clerk / Executive Assistant to the City Manager
	Robert Samario, Finance Director (virtually)

3. PUBLIC COMMENTS ON NON-AGENDA ITEMS – NONE

4. APPROVAL OF MINUTES – NONE

5. OLD BUSINESS – NONE

6. NEW BUSINESS

6.A. DEVELOPMENT OF POLICIES OR AN ORDINANCE FOR APPLICABLE TO REFUSE SERVICE BILLINGS

Presentation by Finance Director Robert Samario

The committee discussed and will recommend to the City Council at a future meeting the establishment of policies for all residential premises that have any kind of development (habitable or otherwise), structure(s), or any other kind of improvement that would be billed for solid waste services each year. Vacant residential premises without any development, structure(s) or any improvement would not be billed for solid waste services. Residential premises that are set to not be billed for solid waste services could opt into solid waste services for activity on the vacant Residential Premises. In order to opt in, the owner (or authorized representative) must submit a request in writing to the City that acknowledges that the Residential Premises will be assessed at the same rate as every other Residential Premises in the City that is billed for solid waste services.

7. ITEMS FROM STAFF – NONE

8. ITEMS FROM SOLID WASTE & RECYCLING COMMITTEE – NONE

9. ADJOURNMENT: 5:29 P.M.

The meeting was adjourned at 5:29 p.m.

Respectfully submitted,

_____
Christian Horvath, City Clerk

Approved,

_____
Patrick Wilson, Mayor

Minutes
Rolling Hills Solid Waste & Recycling Committee
Tuesday, May 23, 2023
Special Meeting 4:00 p.m.

1. CALL TO ORDER

The Solid Waste & Recycling Committee of the City of Rolling Hills met on the above date at 4:03 p.m.

2. ROLL CALL

Members Present:	Mirsch, Mayor Wilson
Members Absent:	None
Staff Present:	John Signo, Planning & Community Services Director
	Christian Horvath, City Clerk / Executive Assistant to the City Manager

3. PUBLIC COMMENTS ON NON-AGENDA ITEMS – NONE

4. APPROVAL OF MINUTES – NONE

5. OLD BUSINESS – NONE

6. NEW BUSINESS

6.A. DISCUSS REPUBLIC SERVICES REQUEST REGARDING A MODIFICATION TO SOLID WASTE FRANCHISE AGREEMENT

Presentation by Planning & Community Services Director John Signo
Republic Services representative Dawn Harris

The committee received information from Republic that the City is currently meeting and exceeding state requirements without mixed waste processing or transformation. Republic is concerned about language in the current Refuse Agreement that could be interpreted as Republic being in violation of the agreement and presented potential options to cure the issues caused by their facility's inability to operate.

The Committee asked questions and expressed concerns about resident perception, other options for Republic to solve their issues, and the ramifications of potentially modifying the agreement terms.

Ms. Harris stated that Republic would go back to the drawing board and share the Committee's comments with the General Manager and President of Republic Services and return for a future meeting with a more formal proposal of ideas.

7. ITEMS FROM STAFF – NONE

8. ITEMS FROM SOLID WASTE & RECYCLING COMMITTEE – NONE

9. ADJOURNMENT: 5:28 P.M.

The meeting was adjourned at 5:28 p.m.

Respectfully submitted,

_____

Christian Horvath, City Clerk

Approved,

_____

Patrick Wilson, Mayor

Agenda Item No.: 5.A
Mtg. Date: 07/13/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **DISCUSS WASTE AND RECYCLING SERVICES PROVIDED BY REPUBLIC SERVICES IN MEETING COMPLIANCE REQUIREMENTS**

DATE: **July 13, 2023**

BACKGROUND:
On July 1, 2020, the City entered into an Amended and Restated Agreement (Agreement) with Republic Services for residential solid waste management services for the collection, transportation, recycling, composting and disposal of solid waste, including recyclable materials, green waste, bulky items, and brush. The City Council obtained the services of HF&H Consultants, LLC (HF&H), to assist with preparing the Agreement, which ends on June 30, 2029.

Republic Services provides services to the City all weekdays, except for Wednesday. Section 5.8 of the Agreement requires all collected solid waste other than green waste and brush to be delivered to a material recovery facility for mixed waste processing. This allows residents to put all solid waste into one container which is sorted at Republic Services' facilities. Solid waste is collected using scooter vehicles which drive up private driveways to the service yard. Workers hand lift solid waste from containers onto the scooter vehicle, which then returns to a much larger mother truck to consolidate the waste. The waste is then brought to a consolidated volume transfer (CVT) processing facility to be sorted and transported.

On February 28, 2022, Republic Services sent the City a letter indicating its CVT processing facility in Anaheim, which in part serves the City of Rolling Hills, was significantly damaged due to fire on February 22, 2022. Republic Services indicated this was a "force majeure" event pursuant to Section 27.1 of the Agreement which affected their ability to perform processing of the City's residential recyclables and organic materials under the terms of the Agreement. Republic Services began diverting the City's collected materials to other facilities on a temporary basis until the damaged facility could be rebuilt or other permanent solutions could be considered.

On April 24, 2023, staff met with representatives from Republic Services about mixed use processing services to the City. The representatives indicated there is no timeline as to when

the damaged building would be repaired which negatively affects their ability to serve the City. Further, the scooter service offered to the single-family homes in Rolling Hills is unique and not offered anywhere else in the area. In the past, CalRecycle was able to offer credits for waste transformation but those credits are no longer available as of January 1, 2023.

On May 8, 2023, the City Council discussed the matter and referred it to the Solid Waste & Recycling Committee.

On May 23, 2023, the Solid Waste & Recycling Committee held a meeting and discussed services provided by Republic Services. The Committee expressed that it did not want to see services changed and did not see an issue with the existing contract. Dawn Benton of Republic Services indicated they are currently in compliance with the 30% diversion requirement as well as the State's recycling requirement but would not want to be out of compliance if circumstances change. The meeting was adjourned with direction to Ms. Benton to discuss with Republic Services' management and report back to the Committee.

DISCUSSION:
At the May 23, 2023 meeting, Republic Services proposed two options: (1) having Wednesdays be recycling day; and (2) modifying the Agreement so it only requires a 10% diversion rate of mixed use processing as opposed to 30% as stated in Section 12.1 of the Agreement. The Committee indicated it was not in favor of changing service or the terms in the Agreement.

Ms. Benton has discussed the issue with her management and returned with the following three points:

1. New Pilot Recycle Program: Rolling Hills Recycles Day. Stage a roll off container one day per month for residents to drop off recyclable items. Items collected will be used towards the City's recycling requirements.
2. Use of green waste recycling for diversion credits. Include green waste as an acceptable item to count towards the City's diversion requirements.
3. City recycle requirements match with CalRecycle per capita requirements. Since the overall goal for any city is to meet CalRecycle requirements, discuss merits of Rolling Hills specific goals mirroring those of CalRecycle.

The City has an obligation to report recycling activities to CalRecycle. The Committee should consider ways to promote and increase recycling activities and find ways to provide accurate reports.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive report, discuss the item and provide direction to staff.

ATTACHMENTS:
CL_AGN_230523_SWC_StaffReport_RepublicServices.pdf

Agenda Item No.: 6.A
Mtg. Date: 05/23/2023

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **JOHN SIGNO, DIRECTOR OF PLANNING & COMMUNITY SERVICES**

THRU: **ELAINE JENG P.E., CITY MANAGER**

SUBJECT: **DISCUSS REPUBLIC SERVICES REQUEST REGARDING A MODIFICATION TO SOLID WASTE FRANCHISE AGREEMENT**

DATE: **May 23, 2023**

BACKGROUND:
On July 1, 2020, the City entered into an Amended and Restated Agreement (Agreement) with Republic Services for residential solid waste management services for the collection, transportation, recycling, composting and disposal of solid waste, including recyclable materials, green waste, bulky items, and brush. The City Council obtained the services of HF&H Consultants, LLC (HF&H), to assist with preparing the Agreement, which ends on June 30, 2029.

Republic Services provides services to the City all weekdays, except for Wednesday. Section 5.8 of the Agreement requires all collected solid waste other than green waste and brush to be delivered to a material recovery facility for mixed waste processing. This allows residents to put all solid waste into one container which is sorted at Republic Services' facilities. Solid waste is collected using scooter vehicles which drive up private driveways to the service yard. Workers hand lift solid waste from containers onto the scooter vehicle, which then returns to a much larger mother truck to consolidate the waste. The waste is then brought to a consolidated volume transfer (CVT) processing facility to be sorted and transported.

On February 28, 2022, Republic Services sent the City a letter indicating its CVT processing facility in Anaheim, which in part serves the City of Rolling Hills, was significantly damaged due to fire on February 22, 2022. Republic Services indicated this was a "force majeure" event pursuant to Section 27.1 of the Agreement which affected their ability to perform processing of the City's residential recyclables and organic materials under the terms of the Agreement. Republic Services began diverting the City's collected materials to other facilities on a temporary basis until the damaged facility could be rebuilt or other permanent solutions could be considered.

On April 24, 2023, staff met with representatives from Republic Services about mixed use processing services to the City. The representatives indicated there is no timeline as to when

the damaged building would be repaired which negatively affects their ability to serve the City. Further, the scooter service offered to the single-family homes in Rolling Hills is unique and not offered anywhere else in the area. In the past, CalRecycle was able to offer credits for waste transformation but those credits are no longer available as of January 1, 2023.

On May 8, 2023, the City Council discussed the matter and referred it to the Solid Waste & Recycling Committee.

DISCUSSION:
Since services are provided all week, except Wednesdays, Republic Services is proposing Wednesdays to be recycling day. The rest of the week would be for regular trash pick up and Wednesdays would be for recycling in 35-gallon containers. Staff expressed concern with this option since residents have relief from trash trucks on Wednesday. Additionally, residents would have to be informed and retrained on how to separate and dispose of waste. Further, additional costs would be incurred by the City for the additional day of service.

Another option would be to amend the Agreement so it only requires of diversion rate of 10% mixed use processing as opposed to 30% as stated in Section 12.1 of the Agreement. The Agreement does allow either party to request an adjustment to the minimum diversion rate not more than once every two years. Modifications to the Agreement are covered under Section 25. According to Section 12.1, adjustments can be made "based on factors including waste characterization data provided by Contractor, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of processing material to achieve the required levels of Diversion, emerging methods of processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Contractor and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective."

Since the May 8th City Council meeting, Dawn Benton of Republic Services has provided further insight:

- The CVT facility is slowly being rebuilt and a “back in service date” has not been determined. As such, Republic Services is unsure whether it will have the ability to process waste for recycling (mixed waste processing (MWP)) as this practice is outdated and is required in only one other city other than Rolling Hills. (MWP requirements are being reviewed there as well.)

- In Rolling Hills, the consultant (HFH) recommended the 30% diversion requirement at the time of the 2019-2020 agreement negotiations. Although Republic Services attempted a reduction at the time to 10% or 20%, the consultant persisted, and the City agreed to keep it at 30% stating that it would ensure that CalRecycle targets would be met.

- 2022 average diversion was 35%, without mixed waste processing, but did include transformation.

- 2023 Q1 diversion is 39.75% without MWP and without transformation. Thus, the requirement is already being met without MWP or transformation so far this year.

- For Rolling Hills to meet the State's 50% recycling requirement, CalRecycle set the maximum allowable pounds (lbs.) of trash per person per year at 16.7 lbs. The city is currently at 9 lbs. per person, which means that the City of Rolling Hills exceeds the state recycling requirement by 23%. This demonstrates that the City can meet state requirements without the existing diversion requirement.

FISCAL IMPACT:
None.

RECOMMENDATION:
Receive report, discuss the item and provide direction to staff.

ATTACHMENTS:
CA_AGR_2020 - Republic Services Agreement__FINAL.pdf
CL_AGN_220328_UnforseenCircumstances_CVTFire.pdf
Email_Dawn_Benton_230510.pdf



Amended and Restated Agreement for Residential Solid Waste Management Services Between the City of Rolling Hills and Consolidated Disposal Service, L.L.C. dba Republic Services of Southern California July 1, 2020

Table of Contents

AGREEMENT 1
RECITALS 2
Section 1. Definitions 4
Section 1.1 AB 939 4
Section 1.2 AB 1594 4
Section 1.3 Agreement 4
Section 1.4 Agreement Year 4
Section 1.5 Alternative Daily Cover (ADC) 4
Section 1.6 Bin 4
Section 1.7 Biohazardous or Biomedical Waste 4
Section 1.8 Brush 5
Section 1.9 Bulky Items 5
Section 1.10 CalRecycle 5
Section 1.11 Can 5
Section 1.12 City 5
Section 1.13 City Facilities 5
Section 1.14 City Manager 5
Section 1.15 Collect or Collection 5
Section 1.16 Compost 5
Section 1.17 Construction and Demolition Debris 5
Section 1.18 Container 6
Section 1.19 CPI 6
Section 1.20 Customer 6
Section 1.21 Designated Collection Location 6
Section 1.22 Divert, Diverted and Diversion 6
Section 1.23 Disaster Debris 6
Section 1.24 Disposal 6
Section 1.25 Disposal Facility 6
Section 1.26 Diversion 7
Section 1.27 Electronic Waste 7
Section 1.28 Electronic Waste Recycler 7
Section 1.29 Environmental Laws 7
Section 1.30 Exempt Waste 7
Section 1.31 Food Waste 8

Section 1.32 Generator 8
Section 1.33 Green Waste 8
Section 1.34 Green Waste Processing Facility 8
Section 1.35 Hazardous Waste 8
Section 1.36 Household Battery 8
Section 1.37 Litter 9
Section 1.38 Manure 9
Section 1.39 Material Recovery Facility 9
Section 1.40 Mother Truck 9
Section 1.41 Non-Collection Notice 9
Section 1.42 Organic Materials 9
Section 1.43 Organic Materials Processing Facility 9
Section 1.44 Person 9
Section 1.45 Recycle 9
Section 1.46 Recyclable Materials 10
Section 1.47 Refuse 10
Section 1.48 Residential Premises 10
Section 1.49 Residential Solid Waste Management Service 10
Section 1.50 Rolling Hills Community Association (RHCA) 10
Section 1.51 Rolloff Box 10
Section 1.52 Rubbish 10
Section 1.53 Scooter Truck 10
Section 1.54 Service Yard 11
Section 1.55 Sharps 11
Section 1.56 Solid Waste 11
Section 1.57 Term 11
Section 1.58 Transformation 11
Section 1.59 Universal Waste 11
Section 1.60 Universal Waste Handler 11
Section 1.61 Work Day 11
Section 2. Grant of Franchise 13
Section 2.1 Grant of Franchise 13
Section 2.2 Limitations to Scope of Exclusive Agreement 13
Section 2.3 City Approval of Other Service Providers 14
Section 2.4 Scope of Exclusive Franchise — Future Judicial Interpretations 14
Section 2.5 Waiver of Rights — Challenge to Agreement. 14

Section 2.6 Wavier of Rights - Prior Agreement 14
Section 3. Term 15
Section 3.1 Initial Term 15
Section 3.2 City's Option to Extend Term 15
Section 4. Services Provided by Contractor 16
Section 4.1 Services — General 16
Section 4.2 Twice-weekly Collection Service 16
Section 4.2.a Collection Service 16
Section 4.2.b SB 1383 Collection Service 16
Section 4.3 Semi-Annual Bulky Item Collection Events 17
Section 4.4 On-call Bulky Item Collection 17
Section 4.5 Semi-annual Fall Brush Collection Event 18
Section 4.6 On-call Brush or Greenwaste Collection 18
Section 4.7 Household Battery Collection 19
Section 4.8 Collection from City Facilities 19
Section 4.9 Holiday Tree Collection 19
Section 4.10 Regulatory Compliance Assistance 19
Section 4.11 Drop-off Center at City Hall 19
Section 4.12 Semi-Annual Shred Day 19
Section 5. Operations 21
Section 5.1 Service Standards - Personnel 21
Section 5.2 Collection Using Scooter Vehicles and a Mother Truck 21
Section 5.3 Litter Prevention and Cleanup 21
Section 5.4 Mother Truck 22
Section 5.5 Non-Collection 22
Section 5.6 Hours and Days of Collection 22
Section 5.7 Holiday Service 22
Section 5.8 Mixed Waste Processing 22
Section 5.9 Processing of Green Waste, Brush 23
Section 5.10 Collection and Handling of Bulky Items 23
Section 5.11 Disposal of Residual Solid Waste 23
Section 5.12 Disposal of Electronic Waste and Universal Waste 23
Section 5.13 Hazardous Waste. 23
Section 6. Equipment 25
Section 6.1 General 25
Section 6.2 Traffic and Noise 25

Section 6.3 Safety Markings 25
Section 6.4. Vehicle Specifications 25
Section 6.4.a. General 25
Section 6.4.b. Vehicle Identification 25
Section 6.4.c. Cleaning and Maintenance 25
Section 6.4.d. Operation. 26
Section 6.4.e. Spills and Leaks of Fluids 27
Section 6.4.f. City Inspection Per Code. 27
Section 6.4.g. Vehicle Inspections. 27
Section 6.4.h. Correction of Defects. 27
Section 6.5 Reserve Equipment 28
Section 7. Privacy 29
Section 8. Customer Service 30
Section 8.1 Office Hours — Telephone Access 30
Section 8.2 Emergency Telephone Number 30
Section 8.3 Service Complaints 30
Section 8.4 Contractor's Key Representative 30
Section 9. Public Education and Media Relations 32
Section 9.1 Public Education 32
Section 9.1.a. Semi-Annual Newsletter 32
Section 9.1.b. Annual Brochure 32
Section 9.2 News Media Relations 32
Section 10. Ownership of Solid Waste and Flow Control Rights 33
Section 10.1 Ownership of Solid Waste 33
Section 10.2 Reservation of Flow Control Rights 33
Section 11. Compensation, Billing and Payment 34
Section 11.1 Compensation 34
Section 11.2 Billing — Annual Basic Service Fee 34
Section 11.3 Payment — Annual Basic Service Fee 34
Section 11.4 Billing and Payment — Other Services 35
Section 11.5 Adjustment of Service Fees 35
Section 11.5.a. Initial Service Fees 35
Section 11.5.b. Schedule of Future Adjustments 35
Section 11.6 Revenue from the Proceeds of Recyclable Materials 35
Section 11.7 Extraordinary Increase or Decreases - General 35
Section 11.8 Extraordinary Increase 36

Section 11.9 Extraordinary Decrease 37
Section 11.10 Effect of Proposition 218 37
Section 12. Diversion Requirements 38
Section 12.1 Minimum Requirements 38
Section 12.2 Failure to Meet Minimum Requirements 38
Section 12.3 Waste Generation and Characterization Studies 38
Section 13. Books and Records 39
Section 13.1 Maintenance of Records 39
Section 13.2 General, Right to Inspect 39
Section 13.3 Financial Records 39
Section 13.4 Solid Waste Records 40
Section 13.5 CERCLA Defense Records 40
Section 14. Reports and Information 41
Section 14.1 Reports — General 41
Section 14.2 Monthly Reports 41
Section 14.3 Annual Report to City Manager 42
Section 14.4 AB 939 Annual Report 42
Section 14.5 Reporting Adverse Information 42
Section 14.6 Failure to Report 42
Section 15. Indemnification and Insurance 43
Section 15.1 Indemnification 43
Section 15.2 Hazardous Substances Indemnification 43
Section 15.3 AB 939 Indemnification and Guarantee 45
Section 15.4 Subcontractors 45
Section 15.5 Damage by Contractor 45
Section 15.6 Insurance Policies 45
Section 15.7 Minimum Scope of Insurance 46
Section 15.8 Minimum Limits of Insurance 46
Section 15.9 Deductibles and Self-Insured Retention 47
Section 15.10 Endorsements 47
Section 15.11 Acceptability of Insurers 48
Section 15.12 Verification of Coverage 48
Section 15.13 Subcontractors 48
Section 15.14 Proof of Coverage 48
Section 15.15 Modification of Insurance Requirements 48
Section 15.16 Rights of Subrogation 49

Section 15.17 Evidence of Insurance Coverage; Insurance Repository 49
Section 16. Performance Guarantee 50
Section 16.1 Performance Bond 50
Section 16.2 Letter of Credit 50
Section 16.3 Cash Bond 50
Section 16.4 Release of Performance Guarantee Requirements 50
Section 16.5 Failure to Perform 50
Section 16.6 Replenishment of Guarantee Instrument 51
Section 16.7 City's Cost of Enforcement 51
Section 16.8 Appeal 51
Section 17. City's Right to Perform Service 52
Section 18. Emergency Service 53
Section 18.1 Acceptance of Disaster Debris at the Sunshine Canyon Landfill 53
Section 18.2 Removal of Disaster Debris in Roll-off Boxes 53
Section 18.3 Personnel and Equipment Normally Assigned to City 53
Section 18.4 Record Keeping and Assistance with Disaster Reimbursement 53
Section 18.5 City-wide Effort to Manage Disaster Debris 53
Section 19. Compliance with Laws and Regulations 54
Section 20. Administrative Remedies; Termination 55
Section 20.1 Interim suspension. 55
Section 20.2 Appeals. 55
Section 20.3 Council Hearing on Appeal 55
Section 20.4 Notice of Deficiencies; Response 55
Section 20.5 Review by City Manager; Notice of Appeal 56
Section 20.6 City Council Hearing 56
Section 20.7 City Council Determination 56
Section 20.8 Reservation of Rights by City 57
Section 20.9 Cumulative Rights 59
Section 21. Dispute Resolution 60
Section 21.1 Negotiation and Mediation 60
Section 21.2 Confidentiality 60
Section 21.3 Injunctive Relief 60
Section 21.4 Continuing Obligation 60
Section 21.5 Failure of Mediation 60
Section 22. Parties' Additional Remedies 61
Section 22.1 Right to Contract With Others 61

Section 22.2 Right to Damages and Injunctive Relief 61
Section 22.3 City's Damages for Failure to Achieve Diversion Goals 61
Section 23. Quality of Performance 62
Section 23.1 Intent 62
Section 23.2 Service Supervisor 62
Section 23.3 Liquidated Damages 62
Section 23.4 Procedure for Review of Liquidated Damages 64
Section 23.5 City's Rights 64
Section 24. Performance Review 65
Section 24.1 City Requested Audits 65
Section 24.2 Cooperation with Other Program Reviews 65
Section 25. Modifications to the Agreement 66
Section 25.1 Agreement Modifications and Changes in Law or Regulations 66
Section 25.2 City-Directed Changes 66
Section 25.3 Service Proposal 66
Section 25.4 Other Contractors 67
Section 25.5 Monitoring and Evaluation 67
Section 25.6 Meet and Confer 67
Section 25.7 Dispute Resolution 67
Section 26. Franchise Transfer; City Consent; Fees 68
Section 26.1 City's Consent Required 68
Section 26.2 Transferee's Operational and Financial Ability 68
Section 26.3 Application for Transfer 68
Section 26.4 Consent is Limited 68
Section 27. General Provisions 69
Section 27.1 Force Majeure and Labor Unrest 69
Section 27.2 Independent Status 70
Section 27.3 Pavement Damage 70
Section 27.4 Property Damage 70
Section 27.5 Law to Govern; Venue; Jury Trial Waiver 71
Section 27.6 Compliance with Laws 71
Section 27.7 Fees and Gratuities 71
Section 27.8 Amendments 71
Section 27.9 Corporate Status 71
Section 27.10 Corporate Authorization 71
Section 27.11 Agreement Will Not Cause Breach 71

Section 27.12 No Litigation 72
Section 27.13 No Adverse Judicial Decisions 72
Section 27.14 No Legal Prohibition 72
Section 27.15 Contractor's Investigation 72
Section 27.16 Ability to Perform 72
Section 27.17 Recognizing Labor Rights 72
Section 27.18 Nondiscrimination 73
Section 27.19 Notices 73
Section 27.20 Receipt of Notices 74
Section 27.21 Notice by Phone; Follow up via E-mail 74
Section 27.22 Permits and Licenses 74
Section 27.23 Ownership of Written Materials 74
Section 27.24 Joint Drafting 75
Section 28. Financial Interest 76
Section 29. Transition to Next Contractor 77
Section 30. Entire Agreement 77
Section 31. Severability 77
Section 32. Wavier 77
Section 33. All Prior Agreements Superseded 77
Section 34. Headings 77
Section 35. Exhibits 78
Section 36. Effective Date 78

AGREEMENT

This Amended and Restated Agreement ("Agreement") for Residential Solid Waste Management Services ("Agreement") dated for reference purposes _____ , 2020, is entered into by and between the City of Rolling Hills ("City") and Consolidated Disposal Service, L.L.C. dba Republic Services of Southern California ("Contractor") a Delaware limited liability company, for the Collection, transportation, recycling, composting and disposal of Solid Waste, including Recyclable Materials, Green Waste, Bulky Items, and Brush.

RECITALS

Whereas, Article XI, § 7 of the California Constitution authorizes cities to protect the public health and safety by taking measures in furtherance of their authority over police and sanitary matters; and,

Whereas, Public Resources Code § 40059 provides that aspects of solid waste handling of local concern include but are not limited to frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location and extent of providing solid waste services, and whether the services are to be provided by means of nonexclusive, partially exclusive or wholly exclusive franchise, contract, license or otherwise which may be granted by local government under terms and conditions prescribed by the governing body of the local agency; and,

Whereas, Chapter 8.08 of the Rolling Hills Municipal Code implements Article XI, § 7 of the California Constitution and Public Resources Code § 40059 and authorizes the City Council to award one or more franchises for the collection of solid waste from Residential Premises and City Facilities in the City of Rolling Hills; and,

Whereas, City is obligated to protect the public health and safety of the residents of the City of Rolling Hills and arrangements made by solid waste enterprises for the collection of Solid Wastes should be made in a manner consistent with the exercise of the City's police power for the protection of public health, safety and welfare; and,

Whereas, City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling and disposal of solid waste, including AB 939, the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 *et seq.* the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.* and the Carpenter-Presley-Tanner Hazardous Substance Account Act ("HSAA"), codified at California Health & Safety Code § 25300 *et seq.;* and,

Whereas, the State of California has found and declared that the amount of solid waste generated in California, coupled with diminishing disposal capacity and potential adverse environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in landfill disposal and to maximize the use of feasible waste reduction, 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, SB 1383 requires jurisdictions to implement collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement and fulfill other requirements; and, the

City has chosen to delegate some of its responsibilities to Contractor, acting as the City's designee, through this Agreement; and,

Whereas, the City and Contractor or a Contractor's affiliate are parties to that certain agreement dated April 26, 2010 regarding waste collection, transportation and disposal services, as amended, and that Agreement was amended by the First Amendment dated June 23, 2014; and,

Whereas, the City and Contractor wish to enter into this Amended and Restated Agreement, dated July 1, 2020; and,

Whereas, City and Contractor desire to leave no doubts as to their respective roles and to make it clear that by entering into this Agreement, City is not thereby becoming a "generator" or an "arranger" as those terms are used in the context of CERCLA § 107(a)(3) and that it is Contractor, an independent entity, and not City, which is "arranging for" the collection from residential premises in the City of Rolling Hills, the transport for disposal and the disposal of solid wastes (which may contain small amounts of consumer products with the characteristics of hazardous substances), the collection, transportation and diversion from landfilling of organic materials and the recycling of recyclable materials collected from residential premises in the City of Rolling Hills; and,

Whereas, there are currently no places within the City of Rolling Hills where landfills are located, or which are suitable for the siting of a landfill, and therefore solid waste must be exported from the City; and,

Whereas, Contractor is the owner and operator of the Sunshine Canyon Landfill in Sylmar; and,

Whereas, Contractor, and not City, will select the transfer station, landfill or transformation facility destination of the non-recyclable solid waste which Contractor will arrange to collect and City has not, and by this Agreement does not instruct Contractor on its collection methods, nor supervise the collection of solid waste, and nothing in this Agreement or other action of the City shall be construed to place title to such waste in City; and,

Whereas, Contractor represents and warrants to City that Contractor has the experience, responsibility and qualifications to conduct recycling programs, and to achieve diversion rates (in comparison with City's solid waste generation rates), sufficient to achieve the required diversion goals required for the City, and to arrange for the collection, safe transport and disposal of solid waste in a manner which will minimize the adverse effects of collection vehicles on air quality and traffic and will protect, and has the ability to carry out its duties to indemnify the City against liability under CERCLA which might arise under this Agreement; and,

Whereas, the City Council of the City of Rolling Hills determines and finds pursuant to Public Resources Code Section 40059(a)(1), that the public health, safety and wellbeing of the public, including the minimization of adverse impacts on air quality and traffic from excessive numbers of collection vehicles, and in an effort to afford protection of the City against CERCLA liability and related claims, require that Contractor be awarded a contract for collection, recycling and disposal of solid waste from residential premises in the City of Rolling Hills.

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein City and Contractor agree as follows:

Section 1. Definitions

Whenever any term used in this Agreement has been defined by the Rolling Hills Municipal Code or Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

Section 1.1 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989, codified in part at Public Resources Code § 40000 *et. seq,* as it may be amended from time to time and as implemented by the regulations of CalRecycle, or its successor.

Section 1.2 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, as amended, supplemented, superseded, and replaced from time to time.

Section 1.3 Agreement

"Agreement" means this written document and all amendments thereto, between City and Contractor, governing the provision of Residential Solid Waste Management Services in the City of Rolling Hills.

Section 1.4 Agreement Year

"Agreement Year" means each twelve (12) month period from July 1 to June 30. The first Agreement Year shall be July 1, 2020 to June 30, 2021.

Section 1.5 Alternative Daily Cover (ADC)

"Alternative Daily Cover" or "ADC" has the same meaning as in Section 20690 of Title 27 of the California Code of Regulations.

Section 1.6 Bin

"Bin" means a metal Container with plastic lids and a capacity from 1.5 to 8 cubic yards, which is typically emptied by a front-loading collection vehicle.

Section 1.7 Biohazardous or Biomedical Waste

"Biohazardous" or "Biomedical Waste" means any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are wastes resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens, hypodermic needles, sharps, contaminated clothing and surgical gloves.

Section 1.8 Brush

"Brush' means grass, weeds, bushes, sagebrush, trees or other vegetation that comprises the natural habitat that may surround or be adjacent to Residential Premises, or that may be located on the hillsides or in canyons in the City. Brush is periodically removed to reduce the amount of potential fire fuel in the City.

Section 1.9 Bulky Items

"Bulky items" means and includes, without limitation, large and small household appliances, furniture, carpets, mattresses, tires and oversized yard waste such as tree trunks and large branches not larger than two feet (2') in diameter and four feet (4') in length. Bulky Items includes Electronic Waste. Bulky Items do not include car bodies, Construction and Demolition Debris or items requiring more than two persons to remove.

Section 1.10 CalRecycle

"CalRecycle" means the State of California Department of Resources Recycling and Recovery, a department within the California Natural Resources Agency.

Section 1.11 Can

"Can" means a soft plastic Container with a capacity of approximately 30 to 40 gallons, provided by the Customer, which is manually emptied into a Scooter Vehicle.

Section 1.12 City

"City" means the City of Rolling Hills, California, a municipal corporation, and all the territory within the boundaries of the City.

Section 1.13 City Facilities

"City Facilities" means those facilities on City-owned property that currently exist, or that may come into being in the future.

Section 1.14 City Manager

"City Manager" means the City Manager or his or her designee.

Section 1.15 Collect or Collection

"Collect" or "Collection" means to take physical possession, remove and transport solid waste within and from the City.

Section 1.16 Compost

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4).

Section 1.17 Construction and Demolition Debris

"Construction and Demolition Waste" or "Construction and Demolition Debris" means any debris resulting from the construction, modification or demolition of any structure, roadway or property, including without limitation, any material generally considered to be not water soluble and nonhazardous in nature, such as steel, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, lumber, rocks, soils, tree remains, trees, and other vegetative matter generated by and discarded in conjunction with a covered project pursuant to Section 8.08.580 of the Rolling Hills Municipal Code.

Section 1.18 Container

"Container" means a receptacle designed to receive and hold solid waste, which can be a Can, Cart Bin or Rolloff Box.

Section 1.19 CPI

"CPI" means the Water and sewer and trash collection services, U.S. city average, all urban consumers, not seasonally adjusted.

Section 1.20 Customer

"Customer" means person(s), including both owners and occupants of residential property in the City who obtain collection service from Contractor pursuant to this Agreement.

Section 1.21 Designated Collection Location

"Designated Collection Location" means the place where the Customer places, and from where Contractor Collects, Solid Waste, Recyclable Materials, Green Waste and Bulky Items. The Designated Collection Location shall be the Service Yard of each Residential Premises unless otherwise determined by the City Manager.

Section 1.22 Divert, Diverted and Diversion

"Divert, Diverted and Diversion" shall have the same meaning as the words are defined in Public Resources Code § 40124.

Section 1.23 Disaster Debris

"Disaster Debris" means Solid Waste, Recyclable Materials, Green Waste, Construction & Demolition Debris, Bulky Items, Brush or ash that is generated or accumulated in the City as the result of, or during, any natural or man-caused disaster, including but not limited to, an earthquake, landslide or movement of the earth, fire, storm, mudslide, riot, civil disturbance, war or terrorist act.

Section 1.24 Disposal

"Disposal" or "Dispose" means the complete operation of processing and/or disposing of Solid Waste at a Disposal Facility that is in full regulatory compliance.

Section 1.25 Disposal Facility

"Disposal Facility" means place or places designated for the disposal, or processing as appropriate, of Solid Waste.

Section 1.26 Diversion

"Diversion (or any variation thereof including "Divert")" means activities which reduce or eliminate discarded materials from Disposal including, but not limited to, source reduction, Reuse, salvage, Recycling, and Composting.

Section 1.27 Electronic Waste

"Electronic Waste (E-Waste)" means any discarded electronic product or device including without limitation personal computers, monitors, televisions, keyboards, printers, telephones (including cell phones), fax machines, calculators, copiers, video game systems and audio equipment, and other items containing cathode ray tubes (CRTs), LCD or plasma screens and monitors.

Section 1.28 Electronic Waste Recycler

"Electronic Waste Recycler' means "Covered electronic waste recycler," a Person authorized to Recycle Electronic Waste as defined in Section 42463(i) of the Public Resources Code.

Section 1.29 Environmental Laws

"Environmental Laws" means all federal and state statutes, county, local and City ordinances concerning public health, safety and the environment including, by way of example and not limitation, 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 Substances Control Act, 15 USC §1601 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California 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, California Health and Safety Code §25249.5 et seq.; as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

Section 1.30 Exempt Waste

"Exempt Waste" means Hazardous Substance, Hazardous Waste, infectious waste, designated waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material waste that Contractor reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III landfills or accepted at the Facility by permit conditions, waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Premises Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public

Resources Code. Exempt Waste does not include used motor oil and filters, or household batteries when properly placed for Collection by Contractor as set forth in this Agreement.

Section 1.31 Food Waste

"Food Waste" means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been Source Separated from other Solid Waste. Food Waste is a subset of Organic Materials and excludes Hazardous Materials.

Section 1.32 Generator

"Generator" means any Person whose act first causes Discarded Materials to become subject to regulation under federal, State, or local regulations.

Section 1.33 Green Waste

"Green Waste" means any vegetative matter resulting from regular and routine yard and landscaping maintenance or seasonal variations. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, holiday trees, stumps, flowers, plant stalks, wood and other forms of organic waste not more than five (5) feet in its longest dimensions or with a diameter not more than six (6) inches or weights not more than fifty (50) pounds. Green Waste is a subset of Organic Materials.

Section 1.34 Green Waste Processing Facility

"Green Waste Processing Facility" means any facility selected by Contractor that is designed, operated and legally permitted for the purpose of receiving and processing Green Waste.

Section 1.35 Hazardous Waste

"Hazardous Waste" means any waste materials or mixture of wastes defined as a "hazardous substance" or "hazardous waste" pursuant to the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 et seq., the Carpenter-Presley-Tanner Hazardous Substance Account Act ("HSAA"), codified at California Health & Safety Code § 25300 et seq.; and all future amendments to any of them, or as defined by CalRecycle. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term "Hazardous Waste" shall be construed to have the broader, more encompassing definition.

Section 1.36 Household Battery

"Household Battery" means a device consisting of one or more electrically connected electrochemical cells which is designed to receive, store and deliver electric energy.

Household Batteries include batteries of sizes AAA, AA, C, D, button cell, 9 volt, and all other batteries designed for household use, including re-chargeable and one-time use batteries. Household Batteries does not include car or motorcycle batteries. For purposes of this Agreement, Household Batteries are not included in the definition of Universal Waste.

Section 1.37 Litter

"Litter" means any Solid Waste that escapes onto the ground from the Mother Truck, Scooter Vehicles, or any of Contractor's equipment.

Section 1.38 Manure

"Manure" means the waste droppings or matter from any animal normally accumulated and associated with stables or livestock and not disposed of through sewers or on-site wastewater systems.

Section 1.39 Material Recovery Facility

"Material Recovery Facility" or "MRF" means any facility selected by Contractor that is designed, operated and legally permitted for the purpose of receiving and processing Recyclable Materials.

Section 1.40 Mother Truck

"Mother Truck" means a heavy-duty front-loading refuse collection vehicle with a fully enclosed compactor body. A Mother Truck will typically have a capacity of approximately 38 to 40 yards and is used to receive material Collected by Scooter Vehicles.

Section 1.41 Non-Collection Notice

"Non-Collection Notice" means a form developed by Contractor, as approved by the City, to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Contractor pursuant to this Agreement.

Section 1.42 Organic Materials

"Organic Materials" means Food Waste and Yard Waste, and other organic material as defined by CalRecycle, collectively or individually.

Section 1.43 Organic Materials Processing Facility

"Organic Materials Processing Facility" means a permitted Facility where Organic Material is sorted, mulched, or separated for the purposes of Recycling, reuse or composting.

Section 1.44 Person

"Person" includes, without limitation, any individual, firm, co-partnership, general partnership, limited partnership, joint venture, association, entity, corporation, or any other group or combination thereof acting as a unit.

Section 1.45 Recycle

"Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating and reconstituting materials that would otherwise become Solid Waste, and returning them to the

economic mainstream in the form of raw materials for new, reused, or reconstituted products. Recycling does not include Transformation.

Section 1.46 Recyclable Materials

"Recyclable materials" means reusable waste materials, including but not limited to, metal, glass, plastic, paper, and cardboard, that are to be collected, separated or processed, and recycled to be re-used as raw materials.

Section 1.47 Refuse

"Refuse" means materials that cannot be reasonably be diverted from landfilling through reuse, Recycling, Composting, or other means of Diversion and does not constitute Exempt Waste.

Section 1.48 Residential Premises

"Residential Premises" means any residential property in the City.

Section 1.49 Residential Solid Waste Management Service

"Residential Solid Waste Management Service" means the Collection of Solid Waste in the City and the delivery of that Solid Waste to a Disposal Facility.

Section 1.50 Rolling Hills Community Association (RHCA)

The "Rolling Hills Community Association" or "RHCA" means the homeowner's association for all Residential Premises in the City of Rolling Hills, which is responsible for maintaining roadways, gates, and recreation facilities in the City.

Section 1.51 Rolloff Box

"Rolloff Box" means a Container with a capacity from 10 to 40 cubic yards, which is typically pulled onto a rolloff vehicle used to transport Solid Waste.

Section 1.52 Rubbish

"Rubbish" means without limitation, accumulation of unwanted material to be disposed of such as paper, polystyrene, excelsior, pottery, rags, cloth, boxes and containers, sweep-ups and all other accumulations of a nature other than Refuse, Green Waste, or Recyclable Materials.

Section 1.53 Scooter Truck

"Scooter Truck" means a specialized Collection vehicle with a hopper mounted on a medium-duty chassis and used to transport Collected material from Residential Premises and City Facilities to a Mother Truck.

Section 1.54 Service Yard

"Service Yard" means a yard surrounding a portion of a residential dwelling required under the Rolling Hills Zoning Ordinance and/or the Rolling Hills Community Association Rules, and enclosed by a fence or wall.

Section 1.55 Sharps

"Sharps" means hypodermic needles, pen needles, intravenous needles, lancets, and other devices that are used to penetrate the skin for the delivery of medications.

Section 1.56 Solid Waste

"Solid Waste" means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including Refuse, Rubbish, Recyclable Materials, Green Waste, Recyclable Materials, or rubbish of every kind and character, Electronic Waste, and Universal Waste. Solid Waste must be generated by and at the physical location where the Waste is Collected and does not include Hazardous Waste or Exempt Waste.

Section 1.57 Term

"Term" means the period of time set forth in Section 3, as that period of time may be extended, during which Contractor provides service under this Agreement.

Section 1.58 Transformation

"Transformation" means incineration, pyrolysis, distillation, or biological conversion other than composting. "Transformation" does not include composting, gasification, or biomass conversion.

Section 1.59 Universal Waste

"Universal Waste" means those discarded wastes listed in Title 22, Section 66261.9 of the California Code of Regulations, and includes fluorescent lamps and bulbs, cathode ray tubes, non-empty aerosol cans, instruments and switches that contain mercury, dry cell batteries and batteries containing cadmium copper or mercury. Universal Waste includes Electronic Waste, but for purposes of this Agreement, Universal Waste does not include Household Batteries.

Section 1.60 Universal Waste Handler

"Universal Waste Handler" means a Person authorized to accept and handle Universal Waste as defined in Title 22, Section 66273.9 of the California Code of Regulations.

Section 1.61 Work Day

"Work Day" means any day, Monday, Tuesday, Thursday, or Friday, which is not a holiday as set forth in Section 5.6 of this Agreement. In any week in which one of these holidays falls on a Work Day, Residential Collection Services for the holiday and each Work Day thereafter will be delayed one day for the remainder of the week with normally scheduled Tuesday

Collection services being performed on Wednesday, and normally scheduled Friday Collection Services being performed on Saturday. In that event, Wednesday and Saturday shall be Work Days.

Section 2. Grant of Franchise

Section 2.1 Grant of Franchise

This Agreement grants to Contractor for the Term of this Agreement, during which Collection services are to be provided, the exclusive right and privilege to arrange for the Collection of, and to Collect, transport, process, Recycle, Compost, retain and Dispose of Solid Waste, as defined in this Agreement, produced, generated and accumulated within the City, except as otherwise provided below. Service to all Residential Premises and City Facilities in the City is covered by this Agreement.

Section 2.2 Limitations to Scope of Exclusive Agreement.

Contractor shall not have the exclusive right under this Agreement to provide the services or Collect the types of materials listed below. However, this shall not limit Contractor from providing these services or Collecting these materials on a non-exclusive basis.

a) Solid Waste Collection service using Bins or Rolloff Boxes;

b) Solid Waste or Recyclable Materials that are removed from any Residential Premises and City Facilities by a company through the performance of a service that Contractor has elected pursuant to this Agreement or a signed modification to this Agreement not to provide.

c) Recyclable Materials or Bulky Items that are source separated from Solid Waste by a Customer, for which the waste Generator sells, donates, or is otherwise compensated by a collector in a manner resulting in a net payment to the Customer provided that the Customer does not employ another Solid Waste enterprise to haul or transport such materials to a transfer station or landfill;

d) Solid Waste, Recyclable Materials, Bulky Items, Green Waste or Brush that is removed from any Residential Premises and which is transported personally by the owner or occupant of such premises (or by his or her full-time employees) to a Disposal Facility, and is done so in a manner consistent with the City's Municipal Code;

e) Recyclable Materials, Green Waste or Bulky Items donated or sold to youth, civic or charitable organizations provided that the Customer does not employ another Solid Waste enterprise to haul or transport such materials to a transfer station or landfill;

f) Green Waste or Brush removed from any Residential Premises or City facility by a gardening, landscaping, or tree trimming company as an incidental part of a total service offered by that company rather than as a hauling service;

g) Solid Waste or Bulky Items removed from any Residential Premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

h) Construction and Demolition Debris;

i) Manure;

j) Hazardous Waste; and,

k) Exempt Waste.

Section 2.3 City Approval of Other Service Providers

Contractor acknowledges and agrees that the City may permit other Persons besides Contractor to collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of Contractor. If Contractor can produce evidence that other Persons are providing Solid Waste Collection Services within the exclusive franchise provided by this Agreement, it shall report the location, the name, and phone number of the Person or company to the City, along with Contractor's evidence of the violation of the exclusiveness of this Agreement. City may undertake such enforcement actions that it deems reasonable or appropriate. However, this Section does not require City to enforce this Agreement. All enforcement action shall be the sole responsibility of the Contractor unless the City voluntarily agrees to assist or undertake such action as set forth in this Section.

Section 2.4 Scope of Exclusive Franchise — Future Judicial Interpretations

The scope of this Agreement shall be interpreted to be consistent with applicable law, now and during the Term of this Agreement. If future judicial interpretations of current law or new laws, regulations, or judicial interpretations limit the ability of the City to lawfully provide for the scope of exclusive services as specifically set forth herein, Contractor agrees that the scope of the Agreement will be limited to those exclusive services and materials which may be lawfully provided to the extent that the material provisions of this Agreement authorizing Contractor to provide exclusive services remains a lawful exercise of City's police power and that the City shall not be responsible for any lost profits or losses claimed by Contractor to arise out of limitations of the scope of this Agreement. In such an event, it shall be the responsibility of Contractor to minimize the financial impact of such future judicial interpretations or new laws. City agrees to meet and confer and work cooperatively with Contractor to minimize such future financial impact.

Section 2.5 Waiver of Rights — Challenge to Agreement.

Contractor waives any right it may have to challenge the terms of this Agreement under federal, state or local law, or administrative regulations, except as provided in the dispute resolution provisions of Sections 21 of this Agreement.

Section 2.6 Wavier of Rights - Prior Agreement

Contractor waives any right or claim to serve Residential Premises and City Facilities in the City of Rolling Hills as its boundaries exist as of the effective date of this Agreement under any prior grant of franchise, contract, license or permit issued or granted by City relating to the waste stream covered by this Agreement and including whatever, if any, rights Contractor may have under the Public Resources Code or prior law.

Section 3. Term

Section 3.1 Initial Term

The initial Term of this Agreement shall be for a nine (9) year period beginning July 1, 2020 and ending on June 30, 2029.

Section 3.2 City's Option to Extend Term

City shall have the sole option to extend this Agreement up to twenty-four (24) months. The City may, upon 90-day advance written notice to Contractor prior to Agreement expiration, exercise the extension option. If such extension notice is provided by City, the Agreement will automatically renew monthly, up to a maximum of 24 months unless City gives Contractor a 60-day written notice of expiration. Rates during the extended term of the Agreement shall be adjusted based on the methodology included in Section 11.5.b.

Section 4. Services Provided by Contractor

Section 4.1 Services — General

To protect the public health and safety, Contractor shall provide and maintain all labor, equipment, material, supplies, supervision and all other items necessary for the Collection of all Solid Waste, Recyclable Materials, Green Waste, Bulky Items, and Brush generated or accumulated within the City from Residential Premises and City Facilities. The services provided by Contractor under this Agreement shall be performed in a thorough and professional manner so that all Customers are provided at all times with reliable, courteous and high-quality Solid Waste Management Services. No compensation for Contractor's services or for Contractor's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to Contractor by City or by any Customer except as expressly provided in this Agreement.

Section 4.2 Twice-weekly Collection Service

Contractor shall Collect all properly placed Solid Waste, Recyclable Materials and Organic Waste from the Designated Collection Location of every Residential Premises in the City twice each week.

Section 4.2.a Collection Service

Contractor shall Collect these materials from Cans provided by Customers. Any materials that will not fit inside the Cans must be securely bagged or bundled (or flattened in the case of corrugated cardboard) and placed by Customers beside the Cans. Solid Waste, Recyclable Materials and Green Waste shall be considered properly placed for Collection if each Can, bag or bundle has an individual weight of sixty (60) pounds or less. There shall be no limit on the amount of properly placed Solid Waste, Recyclable Materials or Green Waste that Contractor shall be required to Collect.

Section 4.2.b SB 1383 Collection Service

As of the date of this Agreement, the City most likely will be exempt from all requirements of SB 1383 per Section 18984.12 (a) of the proposed regulations to implement SB 1383 which states: An incorporated jurisdiction may apply to the Department for a waiver for the jurisdiction and some or all its Generators from some or all of the requirements of this article if the following apply: (A) The jurisdiction disposed of less than 5,000 tons of Solid Waste in 2014 as reported in the Disposal Reporting System and (B) The jurisdiction has a total population of less than 7,500 people. An exemption application is required to be submitted every 5 years. In the event this exemption is not included in final regulations, the State repeals this exemption, or the City fails to apply for the exemption, the City and Contractor will meet and confer to develop programs sufficient to comply with all requirements contained in SB 1383. The anticipated requirements of SB 1383, include, but are not limited to:

a) Containers in compliance with SB 1383 coloring and labeling requirements;

b) Offering a compliant waste Collection and processing program for Refuse, Recyclables, and Organic Waste;

c) Implementing contamination and enforcement programs that may include waste characterization studies and on-route sampling;

d) Ratification of mandatory trash, organics, recycling, food recovery, and enforcement ordinances;

e) Developing edible food recovery programs, which includes education efforts and collaboration among commercial edible food Generators, food recovery organizations, and the City;

f) Expanded education and outreach efforts that focus on several topics including instructions for organic waste recycling and food recovery benefits;

g) Establishing product procurement practices for recovered organic waste products Procuring a certain volume of recovered organic waste products to meet state-set quotas; and,

h) Comprehensive record keeping and reporting related to the SB 1383 requirements above.

Contractor shall not receive a rate adjustment for implementation of SB 1383 compliant programs. The City shall bear the reasonable cost of public education and outreach efforts for SB 1383.

Contractor shall be responsible for ensuring that the exemption applications are completed in partnership with the City. The City will be responsible for filing the exemption application.

Section 4.3 Semi-Annual Bulky Item Collection Events

Each year on two consecutive Saturdays in April or May, and again on a Saturday in September and October, both as determined by City, Contractor shall Collect an unlimited amount of Bulky Items placed by Customers for Collection from every Residential Premises in the City. Contractor shall Collect Bulky Items from the Designated Collection Location, or from a location at each Residential Premises that is mutually agreed upon between Contractor and the Customer. In the event there is a disagreement about the location from which Bulky Items are Collected, the City Manager shall make the final determination.

At least two months prior to the events, Contractor shall propose to the City Manager which four days on which to conduct the semi-annual Bulky Item Collection events. The days of the events shall be mutually agreed upon by Contractor and the City Manager. If there is a disagreement about the days of the event, the City Manager shall make the final determination. Two (2) weeks prior to the first Saturday of each event, Contractor shall provide each Customer with a flyer that informs them of the Bulky Item Collection Event. The contents of the flyer shall be subject to the approval of the City Manager.

Section 4.4 On-call Bulky Item Collection

In addition to the semi-annual Spring Bulky Item Collection events, Contractor shall provide Customers with on-call Collection of Bulky Items upon request. Contractor shall Collect one (1) Bulky Item per calendar year from each Residential Premises at no charge on an on-call basis. For on-call Collections of Bulky Items in excess of one (1) item, Contractor may

directly charge the Customer the On-call Bulky Item Collection Fee shown in Exhibit A (or as that service fee may be amended provided that the amended fee is submitted in writing to and approved by the City Manager in advance of the Collection). Prior to providing on-call Collection of Bulky Items, Contractor shall obtain Customer's written acknowledgement of the terms (service fee), if applicable, payment, Collection date and time, etc.) under which it will provide on-call Bulky Item Collection service. Contractor shall perform each on-call Bulky Item Collection within two (2) Work Days of request by Customer.

Section 4.5 Semi-annual Fall Brush Collection Event

Each year on two consecutive Saturdays in April or May, and again on two consecutive Saturdays in September or October, both as determined by City, Contractor shall Collect Brush placed by Customers for Collection from every Residential Premises in the City. Contractor shall Collect Brush from the Designated Collection Location, or from a location at each Residential Premises mutually agreed upon between Contractor and the Customer. In the event there is a disagreement about the location from which Brush shall be Collected, the City Manager shall make the final determination. Contractor shall provide the equipment (e.g., loader, etc.) and personnel to load the Brush from the ground into Contractor's equipment. There shall be no limit to the amount of Brush that Contractor shall Collect during these events. The dates for these events shall be selected in the manner described in the second paragraph of Section 4.3 in coordination with the dates selected for the Bulky Item Collection events.

Section 4.6 On-call Brush or Greenwaste Collection

In addition to the semi-annual Brush Collection events, Contractor shall provide on-call Brush or Greenwaste Collection to Customers that occasionally set out an extraordinary amount of Green Waste or Brush. At times other than the annual Brush Collection events, if a Customer sets out an extraordinary amount of Green Waste or Brush, Contractor shall notify the City Manager that a Customer's Green Waste or Brush cannot reasonably be Collected as part of Contractor's regular Collection service. In that event, the City Manager shall inspect the Green Waste or Brush, and meet with Contractor's route supervisor.

If the City Manager agrees that the material cannot reasonably be Collected as part of Contractor's regular service, Contractor shall provide the Customer with a Rolloff Box, of up to a maximum capacity of forty (40) yards. The Customer shall be responsible for loading the Green Waste or Brush into the Rolloff Box. Contractor shall Collect one (1) Rolloff Box load of the Green Waste or Brush per year at no additional charge. Contractor shall deliver the Rolloff Box within two (2) days of the City Manager's meeting with Contractor's route supervisor, and Collect the Rolloff Box within two (2) days after being requested to do so by the Customer. Contractor shall provide one (1) load of on-call Brush Collection service at no charge up to a maximum of one load per Residential Premises per calendar year. If a Customer sets out more Green Waste or Brush beyond that which can be Collected in one (1) Rolloff Box load per calendar year, Contractor may directly charge the Customer for Collection service at the On-call Brush Collection fee per load shown in Exhibit A.

If the City Manager, after meeting with Contractor's route supervisor, determines that the Green Waste or Brush has been properly set out for Collection pursuant to Section 4.2, and that Contractor is able to reasonably Collect it as part of its regular Collection service, then Contractor shall be required to Collect the Green Waste or Brush.

Section 4.7 Household Battery Collection

Contractor shall Collect and properly Recycle all Household Batteries bagged and placed for Collection at the Designated Collection Location of all Residential Premises in the City. Contractor shall Collect Household Batteries on the same days it Collects Solid Waste.

Additionally, Contractor shall provide and service a Household Battery Recycling container at City Hall for use by Customers and City facilities.

Section 4.8 Collection from City Facilities

Contractor shall Collect Solid Waste, Recyclable Materials and Green Waste from all City Facilities in the City no less than twice per week. Contractor shall also provide Bulky Item and Brush Collection service to City Facilities during the annual Bulky Item and Brush Collection events.

Section 4.9 Holiday Tree Collection

During the period from December 26th through the third Friday in January, Contractor shall Collect and Recycle as Green Waste all holiday trees from all Residential Premises which are properly placed for Collection at each Designated Collection Location.

Section 4.10 Regulatory Compliance Assistance

Contractor shall pay for a third-party consultant, approved by the City to prepare and submit the City's AB 939 Annual Report. In the event that the City receives informal or formal notice of a pending or potential violation of applicable Solid Waste regulatory requirements, Contractor will work with City to remedy and, if necessary, pay for a third-party consultant to prepare any necessary response or reports. City shall invoice Contractor for the services of the third-party consultant on a monthly basis. Contractor shall reimburse City within 30 days of receipt of invoice.

Section 4.11 Drop-off Center at City Hall

Contractor shall maintain Containers and Collect material from a drop-off center at City Hall. Contractor shall Collect Recyclable Materials, Electronic Waste and Universal Waste from the drop-off center at City Hall.

Section 4.12 Semi-Annual Shred Day

Each year on a mutually agreed upon date in April or May, and again in September or October, both as determined by City, Contractor shall provide drive-thru document shredding services for residents of Rolling Hills to be conducted at the City Hall Campus Area. The dates for these events shall be selected in the manner described in the second paragraph of Section 4.3 in coordination with the dates selected for the Bulky Item Collection events and Brush Collection events.

Section 4.13 Sharps Collection Program

Contractor shall provide residents, within 10 days of request, a mail-back container to safely Collect Sharps and send Sharps for proper Disposal. Contractor shall charge residents for

the Sharps containers in accordance with the approved rate schedule. The Sharps container charge shall be adjusted annually in accordance with Section 11.5.b.

Section 5. Operations

Section 5.1 Service Standards - Personnel

Contractor's personnel shall provide service of the highest quality at all times. Contractor's employees shall perform their duties under this Agreement in a good and workmanlike manner, consistent with the highest quality standards of performance found in the Solid Waste industry. Contractor shall employ sufficient personnel qualified by reason of education, training, language skills and experience to fully perform the services set forth in this Agreement. In particular, Contractor's employees shall be trained in the proper identification of, and response to, any Hazardous Waste that is improperly placed for Collection. Contractor personnel shall conduct all aspects of work in a manner that prevents the discharge of trash or pollutants into surface waters, dry creek beds, canyons and/or into the storm sewer system, including but not limited to: paved streets, driveways, alleys, gutters, ditches, man-made channels, catch basins, yard or area drains.

Contractor's employees shall exercise due care, do their work without delay, minimize noise, and avoid damage to property. Employees shall close all gates that they open and shall replace all lids on all Cans and firmly close them. When on Residential Premises, Contractor's employees shall follow the regular pedestrian walkways and paths; employees shall not cross flower beds or walk through hedges. All Cans shall be replaced upright where found. Cans and lids shall not be placed or thrown on driveways, lawns, gardens, driveways, streets or on adjacent property.

All work done under this Agreement shall be performed with the least possible annoyance to residents. All of Contractor's employees shall be dressed in clean uniforms with suitable identification. Uniforms shall be subject to approval of the City Manager.

If an employee of Contractor is, in the reasonable opinion of the City Manager, incompetent, disorderly, or otherwise fails to meet the standards set forth above, the City Manager shall document the unsatisfactory conduct in writing and notify Contractor in writing or via e-mail within seven (7) calendar days of the incident with a demand that the unsatisfactory conduct be corrected. If the unsatisfactory conduct is repeated, the City Manager may demand that the person be removed from all work under this Agreement. Contractor shall comply with such a demand. Any such demand must be made in writing or via e-mail within thirty (30) calendar days of the misconduct on which it is based.

Section 5.2 Collection Using Scooter Vehicles and a Mother Truck

Contractor's employees may enter Residential Premises and drive to the Designated Collection Location using Scooter Vehicles for the sole purpose of Collecting Solid Waste, Recyclable Materials, Green Waste, Bulky Items, or Brush. Contractor shall transport Collected materials from each Residential Premises to a centrally-located Mother Truck.

Section 5.3 Litter Prevention and Cleanup

Contractor shall cover the load in the Scooter Vehicle with a tarp to prevent the Collected material from escaping from the Scooter Vehicle and becoming Litter. Contractor shall transfer the Collected materials into the Mother Truck such that no Litter is spilled on the ground. If any Collected material blows off the Scooter Vehicle or the Mother Truck, or if any Litter is spilled onto the ground, Contractor shall immediately clean it up.

Section 5.4 Mother Truck

Contractor shall have the right to temporarily park a Mother Truck at approved locations in the City to receive Collected materials from the Scooter Vehicles. The approved Mother Truck staging areas are included in Exhibit B. The City retains the right to request a change in the staging area of the Mother Truck within the approved Mother Truck staging areas.

If there is a disagreement about the location of the Mother Truck, the City Manager shall make the final determination. Contractor shall be responsible for the safe positioning of the Mother Truck. Contractor shall never allow the Mother Truck to be left unattended. Contractor's personnel shall be responsible to direct traffic around any Mother Truck that is parked on the street.

Section 5.5 Non-Collection

In the event that Solid Waste, Recyclable Materials, Green Waste, Bulky Items, or Brush is not properly set out for Collection (e.g., Cans that weigh more than 60 lbs., Solid Waste that is not properly bagged or bundled, or not set out at the Designated Collection Location, etc.), Contractor shall place a Non-Collection Notice in a prominent place at the Designated Collection Location. The Non-Collection Notice shall include a clear description of why the material was not Collected.

Upon resolution of the improper set out by the Customer and the Customer has contacted Contractor, Contractor shall make the Collection not later than 5 p.m. on the Collection day, if the call by the Customer is received by noon on the Collection day. For calls received after noon, Contractor shall make the Collection not later than noon on the next Work Day.

Section 5.6 Hours and Days of Collection

Collection services shall begin no earlier than 7:00 a.m. and end no later than 6:00 p.m., in accordance with Section 8.08.330 of the City's Municipal Code, Monday through Friday with no service on Saturday or Sunday (except for holiday service as set forth in Section 5.7 of this Agreement). The hours or days of Collection may be extended due to extraordinary circumstances or conditions with the prior consent of the City Manager.

Section 5.7 Holiday Service

Contractor shall not provide service on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas. In any week in which one of these holidays falls on a Work Day, Collection services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week.

Section 5.8 Mixed Waste Processing

Contractor shall deliver all Collected Solid Waste (other than Green Waste and Brush) to a Material Recovery Facility for mixed waste processing. Contractor shall perform mixed waste processing on all Collected Solid Waste (other than Green Waste and Brush) to extract the most feasible amount of Recyclable Materials. Contractor shall process and market the Recyclable Materials and Divert them from being landfilled.

Section 5.9 Processing of Green Waste, Brush

Contractor shall Divert from landfilling Green Waste Collected within the City. Contractor must provide end uses for Green Waste that maximize Diversion credits for City according to regulations established by CalRecycle. Contractor is responsible for monitoring how the Green Waste will be Diverted at selected facilities and for selecting alternative facilities if necessary to ensure full Diversion credit. Failure to do so places Contractor in default.

Section 5.10 Collection and Handling of Bulky Items

Bulky Items Collected by Contractor may not be disposed of in the landfill until Contractor has followed the following hierarchy of Diversion efforts in accordance with Sections 5.8 and 5.9:

a) Reuse as is

b) Recycle

c) Disposal

Contractor shall be permitted to coordinate its Collection of Bulky Items with non-profit groups (e.g., Goodwill, Salvation Army, etc.) that may facilitate the reuse of Collected Bulky Items. Contractor shall not place Collected Bulky Items into a packer vehicles (i.e., a Mother Truck) unless those Bulky Items have been designated for Disposal at a landfill. In the event Contractor Collects Bulky Items that contain Freon, Contractor shall comply with all applicable regulations governing the recovery of ozone depleting refrigerants during the disposal of air conditioning or refrigeration equipment.

Section 5.11 Disposal of Residual Solid Waste

After performing mixed waste processing on all Collected Solid Waste, and after processing all Collected Green Waste and Brush, and after handling all Bulky Items, Contractor shall deliver all residual Solid Waste to a landfill that is in full compliance with all applicable laws, regulations, and permits.

Section 5.12 Disposal of Electronic Waste and Universal Waste

Contractor shall Divert waste requiring special handling, such as Electronic Waste, and Universal Waste, which is Collected in accordance with this Agreement, by transporting those materials to a properly permitted Electronic Waste Recycler or a Universal Waste Handler, and not to a landfill.

Section 5.13 Hazardous Waste.

Under no circumstances shall Contractor's employees knowingly Collect Hazardous Waste, or remove any Hazardous Waste, from any Container. If Contractor determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at a Disposal Facility, or presents a hazard to Contractor's employees, Contractor shall have the right to refuse to Collect such material. In that event, Contractor shall contact the Customer and request them to arrange for proper Disposal of the Hazardous Waste. If the Customer cannot be reached immediately, Contractor shall, before leaving the premises, leave a Non-Collection Notice, which shall describe the reason for

refusing to Collect the material, and how the Hazardous Waste can be properly Disposed or Recycled.

If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property, Contractor shall immediately notify the County of Los Angeles Fire Station located in the City. Contractor shall then immediately notify the City Manager of the Hazardous Waste that has been found.

If Hazardous Waste is identified at the time of delivery to the Disposal Facility, or one of the processing facilities and the Generator cannot be identified, Contractor shall be solely responsible for handling and arranging transport and Disposal of the Hazardous Waste.

Section 6. Equipment

Section 6.1 General

All equipment used by Contractor shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. All Mother Trucks operating within the City shall not be over ten (10) years in age during the term of this Agreement, and shall be water-tight and shall be operated so that liquids do not spill during Collection or in transit. Contractor shall maintain its Collection vehicles used in the City in a clean and sanitary condition. Contractor shall wash all Collection vehicles at least once a week.

Section 6.2 Traffic and Noise

Contractor shall conduct its operations as to create the least possible obstruction and inconvenience to public traffic, and disruption to the existing noise levels in the City.

Section 6.3 Safety Markings

All Collection equipment used by Contractor shall have appropriate safety markings including, but not limited to, highway lighting, flashing lights and clearance lights. All such safety markings shall be subject to the approval of the City Manager and shall be in accordance with the requirements of the California Vehicle Code, as it may be amended from time to time.

Section 6.4. Vehicle Specifications

Section 6.4.a. General

Mother Trucks operating within the City shall not be over 10-years in age during the term of this Agreement, and shall use exclusively compressed natural gas (CNG) or liquefied natural gas (LNG).

All vehicles operating within the City must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. At all times during the term of this Agreement, Collection vehicles operating within the City shall comply with South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Solid Waste removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.

Section 6.4.b. Vehicle Identification

Contractor's name and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles.

Section 6.4.c. Cleaning and Maintenance

a) Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean and operable condition at all times.

b) Vehicles used in the Collection of Solid Waste shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the Los Angeles County Health Department for inspection, at any frequency it requests. Contractor agrees to replace or repair to the City's satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

c) Contractor shall repaint all vehicles used in the Collection of Solid Waste as needed to maintain a clean and neat appearance, and within thirty (30) days notice from City, if City determines that their appearance warrants painting.

d) Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage and shall make such records available to City upon request.

e) Contractor shall repair, or arrange for the repair of, all of its vehicles and equipment for which repairs are needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and operable condition. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

f) Contractor shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

g) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.

Section 6.4.d. Operation.

Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable federal, state and local laws and regulations. Contractor shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by State or local weight restrictions on vehicles.

Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with City ordinance and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground.

Subject to Section 15.1, Contractor shall be responsible for any damage resulting from or directly attributable to any negligence of its operations, and which it causes to: City's driving surfaces, whether or not paved, associated curbs, gutters, and traffic control devices; and other public improvements.

Section 6.4.e. Spills and Leaks of Fluids

Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from Contractor's operations or equipment repair shall be covered immediately with an absorptive material and removed from the driveway or street surface. When necessary, Contractor shall pressure wash or apply a suitable cleaning agent to the driveway or street surface to provide adequate cleaning. To facilitate such cleanup, Contractor's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel. Contractor shall clean up any spillage or Litter caused by Contractor within two (2) hours upon notice from the City.

In the event that damage to streets in the City is caused by a hydraulic oil spill, Contractor shall be responsible for all repairs to return the street to the same condition prior to the spill. Contractor shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the City Manager and at no cost to the City. All other damage to the roads shall be addressed pursuant to section 15.5 and 27.3 of this Agreement.

Section 6.4.f. City Inspection Per Code.

City may cause any vehicle used in performance of this Agreement to be inspected and tested at any reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the California Vehicle Code, including, but not limited to, Sections 27000(b), 23114, 23115, 42030, and all Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with applicable codes. No vehicle directed to be removed from service shall be returned to service until it conforms with applicable laws and regulations, and its return to service has been approved by the City.

Section 6.4.g. Vehicle Inspections.

Upon City request, Contractor shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Contractor receives a terminal rating below satisfactory, the Contractor is in violation of the Agreement. Contractor has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Contractor shall be considered in default and the City may terminate the Agreement.

Section 6.4.h. Correction of Defects.

Following any inspection, the City Manager, or the City Manager's designee, shall have the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The City Manager's determination may be appealed to the City Council, whose decision shall be final. City Manager's determination may not be appealed if the vehicle reconditioning or replacement is due to a safety finding by the CHP.

Section 6.5 Reserve Equipment

Contractor shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by Contractor to perform obligations under this Agreement.

Section 7. Privacy

Except as may be required by applicable law, including Environmental Laws, Contractor shall not disclose or report information identifying individual Customers or Residential Premises to any Person, except the City. Contractor shall not market or distribute mailing lists with the names and addresses of Customers. Contractor shall safeguard and protect the privacy of Customer information to the same extent that it safeguards its own confidential information. Contractor shall train its personnel to protect the privacy of its Customers in the City. The rights accorded Customers pursuant to this Section shall be in addition to any other privacy rights accorded under federal or state law.

Except as may be required by applicable law, including Environmental Laws, Contractor shall not disclose or report the composition or contents of a Customer's Solid Waste, Recyclable Materials, Green Waste or Bulky Items to any Person. It shall be the responsibility of Customers to destroy any electronic data contained within any Electronic Waste prior to setting it out for Collection. Contractor shall not be liable for any release, disclosure or dissemination of any electronic data obtained from Electronic Waste Collected in the City. Contractor shall be responsible to inform Customers of their responsibility to destroy any electronic data.

Section 8. Customer Service

Section 8.1 Office Hours — Telephone Access

Contractor shall maintain an office that provides toll-free telephone access to residents of the City and is staffed by trained and experienced customer service representatives. Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered. Contractor's office hours shall be from at least 8:00 a.m. to 5:00 p.m. Monday through Friday, except for days on which holidays are observed and between 8:00 a.m. and 1:00 p.m. on Saturdays. Contractor's customer service numbers shall be included on Contractor's and the City's website, the City's semi-annual newsletters, and the annual brochure. Contractor shall have employees that are able to respond to Customers in Spanish and other languages necessary for communication between Contractor and its Customers.

Section 8.2 Emergency Telephone Number

Contractor shall maintain an emergency telephone number for use outside normal business hours. Such number shall be made available to the City Manager. Contractor shall have a representative, or an answering or call-forwarding service to contact such representative, available at the emergency telephone number during all hours other than normal office hours.

Section 8.3 Service Complaints

City and Contractor agree that the protection of public health, safety and well-being require that service complaints be acted on promptly and that a record be maintained in order to permit City and Contractor to identify potential public health and safety problems. Contractor and City agree that Customers shall be educated to direct their complaints to Contractor. Contractor shall maintain a complaint service and a telephone answering system capable of accepting at least five (5) calls at one (1) time. Contractor shall record all calls including any inquiries, service requests and complaints into a customer service log. Contractor's complaints log shall include date, time, and complainant's name and address, and date and manner of resolution of complaint. Contractor shall maintain this information in a computerized daily service complaint log.

All service complaint calls received on Contractor's answering service shall be logged the following day. This service complaint log shall be available for review by City Manager during Contractor's office hours. Contractor shall provide a copy of this service complaint log to the City with the monthly report.

In the case of a complaint for a missed Collection, Contractor shall make the Collection not later than 5 p.m. on the day the complaint is received, if the complaint is received by noon. For calls received after noon, Contractor shall make the Collection not later than noon on the next Work Day. After the complaint has been resolved, Contractor shall notify the City Manager by email.

Complaints other than those for missed Collection shall be responded to within one (1) Working Day.

Section 8.4 Contractor's Key Representative

Contractor shall appoint and provide a Key Representative to serve as the primary liaison between Contractor and City. Contractor's Key Representative shall personally represent Contractor in all policy and administrative matters related to this Agreement. City shall have the right to require the Key Representative's participation in any contractual matter including, but not limited to, service fee adjustments, program modifications, public education, or regulatory compliance.

As of the Effective Date of this Agreement, Contractor's Key Representative shall be Ray Grothaus. In the event that Contractor desires to appoint a new Key Representative, Contractor shall submit the name of the proposed new Key Representative to the City Manager and consult with the City Manager regarding the appointment of the new Key Representative before making the appointment.

Section 9. Public Education and Media Relations

Section 9.1 Public Education

Contractor shall develop and provide City-specific public education content for the City's semi-annual newsletter and website. The public education information shall include helpful information about the City's Solid Waste program and messaging directing residents to contact Contractor for questions and service issues.

Upon request by the City Manager, Contractor shall also participate in other public outreach activities such as community meetings and community events to further the goals of the City's Solid Waste program.

Section 9.1.a. Semi-Annual Newsletter

Contractor shall produce two newsletters per Agreement Year to be mailed to all City residents. Content of the newsletter shall be subject to advance approval of the City Manager. The newsletter will not include the City name or logo within the title of the newsletter.

Section 9.1.b. Annual Brochure

On July 1, 2020, and not less than once per Agreement Year thereafter, Contractor shall prepare and distribute to each Residential Premises a mailing to update residents regarding program basics, program changes, holiday schedules and other service related information. Mailings should promote and explain: all Solid Waste programs offered by City and Contractor (such as, holiday tree Collection, Bulky Item Collection, Brush Clearing, Shred events, Compost events, etc.); how to properly dispose of Household Hazardous Material such as syringes, paint, etc.; Collection schedules; Customer service numbers; and the procedures to begin and terminate services. This brochure shall be at least two (2) pages, and printed in full color. Contractor is responsible for all associated costs.

Section 9.2 News Media Relations

Contractor shall notify the City Manager immediately by fax, e-mail or phone of all requests for news media interviews related to the services provided under this Agreement. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Contractor will discuss Contractor's proposed response with the City Manager.

Copies of draft news releases or proposed trade journal articles related to services provided under this Agreement shall be submitted to the City Manager for prior review and approval at least ten (10) days in advance of submittal. Copies of articles resulting from media interviews or news releases shall be provided to the City within three (3) days after publication.

Section 10. Ownership of Solid Waste and Flow Control Rights

Section 10.1 Ownership of Solid Waste

Once Solid Waste including Recyclable Materials, Green Waste, Bulky Items or Brush is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Customer to Contractor by operation of law, and not as a result of this Agreement. At no time shall City obtain any right of ownership or possession of Solid Waste or Hazardous Waste placed for Collection and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. Ownership of and liability for any Exempt Waste shall not pass to Contractor.

Section 10.2 Reservation of Flow Control Rights

City reserves whatever, if any, right it might have or receive to exercise "flow control" (i.e., the right to select Disposal Facilities, Material Recovery Facilities, or Green Waste Processing Facilities to which any of the Solid Waste to be Collected pursuant to this Agreement is to be taken). In the event City directs Contractor to transport Solid Waste to a particular Disposal Facility, Material Recovery Facility, or Green Waste Processing Facility, City and Contractor agree to use their best efforts to obtain indemnification against CERCLA, RCRA and related claims from the operator of the landfill or other destination to which Solid Waste Collected pursuant to this Agreement is taken for Disposal. In the event that City selects a Disposal Facility, Material Recovery Facility or Green Waste Facility, Contractor or City, as appropriate, shall be entitled to a service fee adjustment, subject to Section 11.10, to offset any substantiated increase or decrease in expenses resulting from the City's exercise of flow control.

Section 11. Compensation, Billing and Payment

Section 11.1 Compensation

For the services provided under this Agreement, Contractor shall be compensated according to the service fees shown in the Service Fee Schedule in Exhibit A, or as those service fees may be adjusted during the Term of this Agreement pursuant to this Section 11. The service fees shown in Exhibit A shall become effective July 1, 2020.

Section 11.2 Billing — Annual Basic Service Fee

The City shall arrange with the Los Angeles County Assessor's office to include the Annual Basic Service Fee on the property tax bill of each Residential Premises in the City that receives service pursuant to this Agreement. On or before May 30, 2020, and on or before each May 30th of each year during the Term of this Agreement, Contractor shall prepare and submit to City a list of Residential Premises to be billed for the Agreement Year that begins on the following July 1st. The list submitted by Contractor shall include, at a minimum, the address, assessor's parcel number, and Annual Basic Service Fee to be charged to each Residential Premises.

For Residential Premises that were not previously billed for the then-current Agreement Year, and that received service for a portion of the then-current Agreement Year, Contractor may include an additional pro-rated amount to retroactively bill those Residential Premises for the period of time during which they received service and were not billed.

For those Residential Premises that were previously billed for the then-current Agreement Year, and that were unoccupied and did not receive service during a portion of the then-current Agreement Year, and for which the City and Contractor were properly notified pursuant to Section 8.08.550 of the City's Municipal Code, Contractor shall a include a pro-rated credit amount that reflects the period during which the Residential Premises did not receive service.

The list of Residential Premises provided by Contractor shall include an Annual Billed Amount, which shall be the total sum of all the Annual Basic Service Fees, and any pro-rated amounts, for each and all of the Residential Premises in the City. If Contractor does not provide such a list to City by May 30th, City may prepare its own list of Residential Premises to be billed, and Contractor shall have no recourse to dispute the accuracy of that list.

The list of Residential Premises submitted by Contractor shall be subject to the review and approval of the City Manager. If the City Manager takes exception to any of the addresses or amounts on the list, he or she shall notify Contractor as soon as possible, but no later than the following June 30th. The City Manager shall act in good faith to resolve any disputed addresses or amounts on the list. The City Manager shall make the final determination as to what addresses and amounts are to be included on the property tax bills. The City Manager shall provide the list to the Los Angeles County Assessor's office in time to be included on the property tax bills for the following Agreement Year.

Section 11.3 Payment — Annual Basic Service Fee

The Annual Billed Amount is billed to Customers on the property tax bills in two equal increments. The first increment is billed in November; the second increment is billed in April. City shall remit in arrears to Contractor the first one-half (1/2) the Annual Billed Amount set

forth in Section 11.2 on or before the December 31 following the first incremental property tax billing in November. City shall remit the second one-half (1/2) of the Annual Billed Amount set forth in Section 11.2 on or before the May 31 following the second incremental property tax billing in April. City shall remit to Contractor the full amount of the Annual Billed Amount regardless of the actual amount of tax payments it receives from the County of Los Angeles.

Section 11.4 Billing and Payment — Other Services

For any Customers that receive On-call Bulky Item Collection in excess of one item (1) per calendar year (pursuant to Section 4.4), or who receive on-call Brush Collection Service in excess of one (1) load per calendar year (pursuant to Section 4.6), Contractor may charge those Customers directly based on the service fees in Exhibit A (or as those service fees may be adjusted). Invoices shall be due in 30 days. Contractor shall be responsible to collect any overdue or unpaid amounts. Contractor shall allow Customers to pay by credit card.

Section 11.5 Adjustment of Service Fees

Section 11.5.a. Initial Service Fees

The initial service fees included in Exhibit A reflect a one-time 7.4% increase to Fiscal Year 2020 rates, and shall be the maximum service fees charged for the period of July 1, 2020 through June 30, 2021.

Section 11.5.b. Schedule of Future Adjustments

Beginning on July 1, 2021, and on each July 1 thereafter during the Term of this Agreement, Contractor may request, and the City shall grant, an annual adjustment to the service fees shown in Exhibit A (or those service fees then in effect at the time of the requested adjustment). Each service fee adjustment shall be effective on July 1. Contractor shall notify City of its request to adjust service fees no later than March 1 prior to the effective date of the adjustment. If Contractor fails to so notify City by March 1, City shall not be obligated to adjust the service fees for the next Agreement Year.

Service fees shall be annually adjusted at the same rate of change as the annual percentage change in the CPI up to five percent (5.0%), but not less than three percent (3.0%) and subject to Section 11.10.

Any variance between the actual change in CPI and the annual service fee adjustment provided above shall not accumulate to any service fee adjustment calculation in any subsequent Agreement Year.

Section 11.6 Revenue from the Proceeds of Recyclable Materials

Contractor shall be responsible for the marketing and sale of all Recyclable Materials Collected pursuant to this Agreement, and may retain any revenue and CRV value from the sale of Recyclable Materials.

Section 11.7 Extraordinary Increase or Decreases - General

In the event of an extraordinary increase or decrease in the cost of providing service under this Agreement, Contractor or City may notify the other party and request a service fee adjustment outside that which is provided for in Section 11.5. Contractor or City may submit a

maximum of one such extraordinary service fee adjustment request in each Agreement Year. Any such extraordinary change (either an increase or a decrease) shall satisfy all of the following conditions:

a) The change results in a material net increase or decrease in Contractor's overall operating costs;

b) The change could not reasonably have been foreseen by a prudent operator;

c) The impact of the change, by all reasonable expectations, will continue for a period of more than six (6) months;

d) The change is not addressed pursuant to Section 25 (Modifications to the Agreement); and,

e) The change increases or decreases Contractor's overall operating costs by more than ten percent (10%).

However, such changes shall not include: 1) increases or decreases in Contractor's landfill costs, 2) increases or decreases in tipping fees for the processing of Recyclable Material or Green Waste, 3) increases or decreases in the market value of Recyclable Materials, 4) increases or decreases in wage rates or employee benefits of Contractor's work force; or, 5) inaccurate estimates by Contractor of its cost of operations.

Any such request for an extraordinary adjustment shall be prepared in a form that reasonably demonstrates the impact of the extraordinary change on the service fee. Any such request shall be accompanied by appropriate supporting documentation. Any request for an extraordinary service fee increase or decrease that is accepted by either City or Contractor shall only be effective after approval by City Council, shall not be applied retroactively, shall be subject to Section 11.10, and shall be subject to Section 11.8 or 11.10 as applicable.

Section 11.8 Extraordinary Increase

For requests by Contractor to City for an extraordinary increase to service fees, City shall review the reasonableness of Contractor's written request and, at City's sole discretion, determine whether, or the extent to which, an extraordinary increase to the service fees shall be made. If City determines that Contractor's request is not justified, in whole or in part, City shall notify Contractor and provide a written explanation of its determination. City shall provide its written explanation to Contractor within sixty (60) days of receiving Contractor's request for an extraordinary increase.

If City does not provide its written explanation within sixty (60) days, or if Contractor does not agree with City's determination, Contractor shall have the right to terminate this Agreement eighteen (18) months after notifying City of its intent to do so.

Any such notice to terminate this Agreement must be provided to City within one hundred twenty (120) days of Contractor submitting its original request for an increase. If Contractor does not notify City of its intent to so terminate this Agreement within one hundred twenty (120) days of submitting its original request for an increase, then Contractor shall forgo its right to prematurely terminate this Agreement. If Contractor elects to terminate this Agreement due to City's rejection of its request for an extraordinary adjustment in service fees, the Term of this Agreement shall end eighteen (18) months from the date of

Contractor's notice to City. Contractor's election to so terminate this Agreement shall not be revocable by Contractor.

Section 11.9 Extraordinary Decrease

For requests by City to Contractor for an extraordinary decrease to service fees, Contractor shall review the reasonableness of City's written request and, in Contractor's sole discretion, determine whether, or the extent to which, an extraordinary decrease to the service fees shall be made. If Contractor determines that City's request is not justified, in whole or in part, Contractor shall notify City and provide a written explanation of its determination. Contractor shall provide its written explanation to City within sixty (60) days of receiving City's request for an extraordinary decrease.

If Contractor does not provide its written explanation within sixty (60) days, or if City does not agree with Contractor's determination, City shall have the right to terminate this Agreement eighteen (18) months after notifying Contractor of its intent to do so.

Any such notice to terminate this Agreement must be provided to Contractor within one hundred twenty (120) days of City submitting its original request for a decrease. If City does not notify Contractor of its intent to so terminate this Agreement within one hundred twenty (120) days of submitting its original request for an increase, then City shall forgo its right to prematurely terminate this Agreement. If City elects to terminate this Agreement due to Contractor's rejection of its request for an extraordinary adjustment in service fees, the Term of this Agreement shall end one (1) year from the date of City's notice to Contractor.

Section 11.10 Effect of Proposition 218

In the City's discretion or as may be required by changes in the law, any rate adjustment contemplated under this Agreement may be adopted in compliance with the requirements of California Constitution, Articles XIIIC and XIIID (Proposition 218). All rate adjustments shall be adopted in compliance with the Rolling Hills Municipal Code. If a rate adjustment approved by the City Manager or City Council is prevented from implementation due to a majority protest under Proposition 218 or other applicable law, Contractor may terminate this Agreement upon two-years notice. In the event of a rate adjustment and as directed by City, Contractor shall be required to mail Proposition 218 notices to all Residential Premises. Contractor is responsible for all costs incurred for copying and mailing of notices. Any voluntary decision by the City to conduct the majority protest procedures under Proposition 218 for any proposed rate adjustment is not and shall not be construed by the City as an admission of the applicability of Proposition 218, whether its procedural or substantive requirements.

Section 12. Diversion Requirements

Section 12.1 Minimum Requirements

During the Term of this Agreement, Contractor shall achieve a minimum annual Diversion rate of thirty percent (30%) for Residential Solid Waste Collection Services, or such other amount as may be set in accordance with the provisions of Section 25 of this Agreement or State law. The annual Diversion rate will be calculated as "the tons of materials Collected by Contractor from the provision of Collection Services that are sold, processed, or shipped to a recycler or re-user and net of any residue amounts, as required by this Agreement, divided by the total tons of materials Collected by Contractor in each Calendar Year."

Upon the request of either party, not more often than once every two (2) years, the City and Contractor agree to meet and confer regarding adjustments to the minimum Diversion rate, based on factors including waste characterization data provided by Contractor, trends in source reduction and reuse, trends in third party Diversion, extent of reverse logistics, the availability of permitted Facilities that are capable of processing material to achieve the required levels of Diversion, emerging methods of processing and Recycling/reusing new waste materials, the availability of markets, transportation constraints, embargoes, and the impact of scavenging. City shall consider such information provided by Contractor and other industry data and shall, at its sole discretion, determine if any adjustments to the minimum Diversion requirements shall be made, and such changes must be approved by the City Council before becoming effective.

Section 12.2 Failure to Meet Minimum Requirements

Contractor's failure to meet the minimum Diversion requirements set forth above in Section 12.1 may result in the termination of this Agreement pursuant to Section 20 of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate the Agreement, the City will consider the good faith efforts put forth by Contractor to meet the minimum Diversion requirements. This consideration will include the methods and level of effort of Contractor to fully implement the public education and Diversion plans.

Section 12.3 Waste Generation and Characterization Studies

Upon request by City, Contractor shall perform Solid Waste generation and characterization studies to comply with AB 939 requirements. Contractor agrees to participate and cooperate with City and its agents, and to perform studies and data collection exercises, as needed, to determine weights, volumes and composition of Solid Waste generated, disposed, transformed, Diverted or otherwise processed to comply with AB 939.

Section 13. Books and Records

Section 13.1 Maintenance of Records

Contractor shall maintain all records relating to the services provided hereunder, including, but not limited to, route maps, Customer lists, billing records, weight tickets, maps, AB 939 records, and Customer complaints, for the full Term during which Collection services are to be provided pursuant to this Agreement, and an additional period of not less than five (5) years, or any longer period required by law. Contractor shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Section or elsewhere in this Agreement.

Section 13.2 General, Right to Inspect

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business.

Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft and earthquake. Electronically maintained data/records shall be protected and backed up. All records, with the exception of records to be maintained under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC §9601 *et seq.* shall be maintained during this Agreement and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Contractor will notify City Manager and City Attorney ninety (90) days before destroying the records and offer records to the City.

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Affiliates that City shall deem, in its sole discretion, necessary to evaluate annual reports, and Contractor's performance provided for in this Agreement. Contractor agrees that such records shall be provided or made available to City and its official representatives. Account histories shall be accessible to the City in electronic format or online for a minimum of five (5) years after termination of the Agreement. Contractor shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City, available for City's review, inspection and copying within five (5) days of receiving written notice from City requesting the same. Additionally, City may review records at Contractor's local facility during normal business hours, within five (5) days of request during normal business hours. Such records include, but are not limited to, financial, Solid Waste, CERCLA and Disposal records.

Section 13.3 Financial Records

Contractor shall maintain financial records relating to its operations pursuant to this Agreement separate and segregated from such records relating to its other operations.

Contractor shall maintain at least the following records:

a) Audited financial statements for Contractor or, if a guarantee was provided, for the parent company guarantor as a whole;
b) Financial statements (compiled, reviewed, or audited) of revenue and expense for this Agreement segregated from the other operations of Contractor (including without limitation those operations of Contractor in City and surrounding

jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,

c) Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from transfer, processing or Disposal operations).

Section 13.4 Solid Waste Records

Contractor shall maintain and make available to the City upon request the following records relating to its operations pursuant to this Agreement:

a) Customer service and Billing/City payment records;

b) Records of tons Collected, processed, Diverted and disposed by waste stream (Refuse, Recycling, Green Waste), and the Facilities (Transfer Station, MRF, or landfill) where such material was taken;

c) Quantity of Recyclable Materials recovered by material type, as well as quantity of material Diverted from landfills in compliance with AB 939;

d) Bulky Item results and special services tonnages (Brush and Green Waste), including tons disposed and Diverted;

e) Facilities, equipment, and personnel used;

f) Facilities and equipment operations, maintenance, and repair;

g) Number and type of Containers in service;

h) Complaints; and

i) Missed pickups.

Section 13.5 CERCLA Defense Records

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 USC §9601 *et seq.,* and related litigation as a matter of concern. For this reason, City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was landfilled (and therefore establish where it was not landfilled) for not less than twenty-five (25) years following the termination of this Agreement, and agrees to notify City Manager and City Attorney before destroying such records thereafter. At any time, including after the expiration of the Term hereof, Contractor shall provide copies of such records to City upon request. The requirements of this section shall survive the expiration of the Term of this Agreement.

Section 14. Reports and Information

Section 14.1 Reports — General

Contractor, at its own expense, shall submit to the City such information or reports in such forms and at such times as City may reasonably request or require. Reports are intended to compile recorded data into useful forms of information that can be used to:

a) Evaluate and set service fees and evaluate the financial efficacy of operations;

b) Evaluate past and expected progress towards achieving AB 939 objectives;

c) Document the final destination of any Solid Waste Collected in the City;

d) Determine needs for modification to programs;

e) Evaluate Customer service and complaints;

f) Obtain reimbursement for City or Customers in the event of a disaster;

g) Comply with any other legal, regulatory, or contractual requirement; and,

h) Ensure that Contractor's employees have received proper training to comply with the requirements of this Agreement.

Contractor may propose report formats that are responsive to the objectives and audiences for each report. The format of each report shall be approved by City. In addition to submitting all reports on paper, Contractor agrees to submit all reports in an electronic format approved by City, compatible with City's computer software at no additional charge.

Section 14.2 Monthly Reports

Within thirty (30) days of the end of each month, Contractor shall submit to the City Manager a report that includes the following information, if applicable:

a) Tons of Solid Waste Collected by Contractor during the month, sorted by type of Solid Waste Collected (Refuse, Recycling, Green Waste, Bulky Items, and Brush) and the Facilities where the Solid Waste was processed or disposed.

b) A narrative description of all public education and outreach activities undertaken during the month.

c) A summary of any and all information recorded during the month in the Service Complaint Log (described in Section 8.3) including the nature and cause of the complaint, and how it was resolved.

d) A list of any Non-collection notices issued for contaminated material set out for Collection.

e) A copy of the records of any Hazardous Waste inadvertently Collected from Residential Premises.

f) A narrative summary of any other problems encountered and how those problems were resolved.

Section 14.3 Annual Report to City Manager

Within thirty (30) days of the end of each calendar year, Contractor shall submit an annual report to the City Manager that effectively summarizes the information contained in the monthly reports for the most recently completed calendar year. The annual report shall also include a month-by-month comparison of the tons Collected in the most recently completed calendar year to the tons Collected in the prior calendar year.

Section 14.4 AB 939 Annual Report

Contractor shall be responsible for preparing and submitting the City's AB 939 Annual Report, which is the report to CalRecycle that summarizes the City's progress in reducing Solid Waste as required by AB 939. The AB 939 Annual Report is currently due on August 1st of each year and encompasses the City's waste Diversion activities and results for the previous calendar year.

Each year during the Term of this Agreement, Contractor shall compile the information needed to prepare and electronically submit the AB 939 Annual Report to the CalRecycle pursuant to Section 41821 of the Public Resources Code. Each year, Contractor shall enter the information (e.g., tonnage, program information, etc.) into CalRecycle's Electronic Annual Report (EAR) website no later than ninety (90) days before the due date.

Once the information has been entered into the EAR, Contractor shall notify the City Manager that the information is ready to review online. The City Manager shall review the information within thirty (30) days, and either, 1) notify Contractor of his or her approval, or, 2) provide written comments and/or questions about the contents of the AB 939 Annual Report. Contractor shall resolve any of the City Manager's comments and questions at least thirty (30) days prior to the report submittal deadline.

Section 14.5 Reporting Adverse Information

Contractor shall provide City two copies (one to the City Manager and one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

Section 14.6 Failure to Report

Absent exceptional circumstances which prevent submission of timely reports, the refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be a material breach of this Agreement and shall subject Contractor to all remedies which are available to the City under this Agreement or otherwise.

Section 15. Indemnification and Insurance

Section 15.1 Indemnification

Contractor hereby agrees to and shall indemnify and hold harmless City, its elected and appointed boards, commissions, officers, employees, consultants and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty, forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description (including, but not limited to, injury to and death of any Person and damage to property, or for contribution or indemnity claimed by third parties) arising or resulting from and in any way connected with (1) the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement; (2) the failure of Contractor, its officers, employees, agents, contractors and/or subcontractors to comply in all respects with the provisions of this Agreement, applicable laws (including, without limitation, the Environmental Laws), ordinances and regulations, and/or applicable permits and licenses; and (3) the acts of Contractor, its officers, employees, agents, contractors and/or subcontractors in performing services under this Agreement for which strict liability is imposed by law (including, without limitation, the Environmental Laws). The foregoing indemnity shall apply-regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' passive negligence, but shall not extend to matters resulting from the Indemnitees' active negligence or active misconduct. Contractor further agrees to and shall, upon demand of City, at Contractor's sole cost and expense, defend (with attorneys acceptable to City) the Indemnitees against any claims, actions, suits in law or equity or other proceedings, whether judicial, quasi-judicial or administrative in nature, arising or resulting from any of the aforementioned events, and to reimburse City for any and all costs and expenses City incurs in providing any such defense, either before, during or after the time Contractor elects to provide such defense, including any and all costs incurred in overseeing any defense to be provided herein by Contractor.

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

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Section 15.2 Hazardous Substances Indemnification

Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative

costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of, or in any way relate to any action, inaction, or omission of Contractor that:

a) Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

b) Relates to material Collected, transported, Recycled, processed, treated or disposed of by Contractor.

c) Contractor's obligations pursuant to this section shall apply, without limitation, to:

d) Any Claims brought pursuant to or based on the provisions of any Environmental Law;

e) Any Claims based on or arising out of, or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance or operation of Contractor of any Facility;

f) Any Claims based on or arising out of or alleged to be arising out of, the marketing, sale, distribution, storage, transportation, Disposal, processing or use of any materials recovered by Contractor;

g) Any Claims based on or arising out of, or alleged to be arising out of, any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by any of the Indemnitees' passive negligence, but shall not extend to matters resulting from the Indemnitees' active negligence, or active misconduct.

For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance, any Hazardous Waste, any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term

"Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

Section 15.3 AB 939 Indemnification and Guarantee

Contractor unconditionally guarantees compliance with the requirements AB 939 from time to time. Contractor shall carry out its obligations under this Agreement so that the City will meet or exceed the Diversion requirements set forth in AB 939, and all amendments thereto more fully set forth below. City and Contractor shall reasonably assist each other to meet the City's AB 939 Diversion requirements. In carrying out the provisions of this Section, Contractor agrees to perform the following obligations at its cost and expense:

a) Defend, with counsel approved by City, indemnify and hold harmless the City against all fines and/or penalties imposed by the CalRecycle, if Contractor fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

b) Assist City in preparing for, and participating in, the CalRecycle's biannual review of the City's source reduction and Recycling element pursuant to Public Resources Code Section 41825;

c) Assist City in responding to inquiries from the CalRecycle in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by the CalRecycle relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;

d) Defend, with counsel acceptable to City, and indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, provided that Contractor's obligation to indemnify City shall be subject to the limitations set forth in Public Resources Code Section 40059.1(c) as may be amended from time to time;

e) In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under State law.

Section 15.4 Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Section 15.5 Damage by Contractor

If Contractor's employees or subcontractors cause any injury, damage or loss to City or RHCA property, including but not limited to streets, curbs, signs or fences, etc., Contractor shall reimburse City or the RHCA for the cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Contractor for any such injury, damage, or loss. With the prior written approval of City, Contractor may repair the damage at Contractor's sole cost and expense.

Section 15.6 Insurance Policies

Contractor shall secure and maintain throughout the Term of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in

connection with Contractor's performance of work or services under this Agreement. Contractor's performance of work or services shall include performance by Contractor's employees, agents, representatives and subcontractors.

Section 15.7 Minimum Scope of Insurance

Insurance coverage shall be at least this broad:

a) Insurance Services Office Form No. GO 0002 or, if approved by City, its equivalent, covering Comprehensive General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

b) Insurance Services Office Form No. CA 0001 covering Automobile Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage shall also include code 8, "hired autos" and code 9 "non-owned autos".

c) Workers' Compensation Insurance as required by the California Labor Code and Employers Liability Insurance and/or Errors and Omissions.

d) Hazardous Waste and Environmental Impairment Liability Insurance.

e) Employee Blanket Fidelity Bond.

Section 15.8 Minimum Limits of Insurance

Contractor shall maintain insurance limits no less than:

a) Comprehensive General Liability: Five Million Dollars ($5,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

b) Automobile Liability: Five Million Dollars ($5,000,000.00) combined single limit per accident for bodily injury and property damage.

c) Workers' Compensation and Employers Liability: Workers Compensation: Limits as required by the California Labor Code. Employers Liability: Limit of Three Million Dollars ($3,000,000.00) per accident.

d) Employee Blanket Fidelity Bond: One Million Dollars ($1,000,000.00) per employee, covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).

e) Hazardous Waste and Environmental Impairment Liability: Three Million Dollars ($3,000,000.00) each occurrence/Ten Million Dollars ($10,000,000.00) policy aggregate covering liability arising from the release of waste materials and/or irritants, contaminants or pollutants. Such coverage shall, if commercially available without involvement of City, automatically broaden in its form of coverage to include legislated changes in the definition of waste material and/or irritants, contaminants or pollutants. This policy shall stipulate this insurance is primary and no other insurance carried by the City will be called upon to

contribute to the loss suffered by the Contractor hereunder and waive subrogation against the City and other additional insured.

Section 15.9 Deductibles and Self-Insured Retention

Any deductibles or self-insured retention must be declared to, and approved by, City. City shall not withhold approval of any Deductible or Self-Insured Retention amounts where Contractor can demonstrate a successful history of managing such Deductibles or Self-Insured Retention amounts.

Section 15.10 Endorsements

The policies are to contain, or be endorsed to contain, the following provisions:

a) The City, its officers, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of the operation of Contractor's automobiles owned, leased, hired or borrowed by or on behalf of Contractor; products and completed operations of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including material parts or equipment furnished in connection with such work or operations; and Pollution arising out of such work or operations.

b) Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

c) Each insurance policy required by this clause shall be occurrence-based, or an alternative form as approved by the City and shall be endorsed to state that coverage shall not be cancelled by the Insurer except after thirty (30) days prior written notice has been given to the City.

d) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e) The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, or documentation that Contractor carries environmental pollution liability coverage for Solid Waste transported by Contractor. The Automobile Liability policy shall also be endorsed to add the Motor Carrier act endorsement (MCS-90) TL 1005, TL 1007 and /or other endorsements required by federal or state authorities.

f) Worker's Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by Contractor for the City.

g) Each insurance policy required by this clause shall be occurrence-based or an alternate form as approved by the City and endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or

limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

h) Any failure to comply with reporting provisions of the policies shall not affect Contractor's obligations to City, its officers, officials, employees, agents or volunteers.

Section 15.11 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted. If pollution and or Environmental Impairment and/or errors and omission coverage are not available from an "Admitted" insurer, the coverage may be written with the City's permission, by a non-admitted insurance company. A Non-admitted company should have an A.M. Best's rating of A:X or higher.

Section 15.12 Verification of Coverage

Contractor shall furnish City with original certificates and with amendatory endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by the Insurer to bind coverage on its behalf. The endorsements are to be on forms acceptable to the City Manager, unless the insurer will not use the City's forms. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, Contractor's insurer may provide complete copies of all required insurance policies, including endorsements effecting coverage required by these specifications.

Section 15.13 Subcontractors

Contractor shall include all subcontractors authorized to perform work under this Agreement as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor. Subcontractors are not permitted to Collect Solid Waste under this Agreement.

Section 15.14 Proof of Coverage

Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City.

City Manager [or designated representative]
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, California 90274
Facsimile Number (310) 377-7288

Section 15.15 Modification of Insurance Requirements

The insurance requirements provided in this Agreement may be modified or waived by the City, in writing, upon the request of Contractor if the City determines such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

Section 15.16 Rights of Subrogation

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against City, except where the City is actively negligent, with the express intention of the parties being that the required insurance coverage protects both parties as the primary coverage for any and all losses covered by the above-described insurance. Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which City is named as an additional insured shall not apply to City.

Section 15.17 Evidence of Insurance Coverage; Insurance Repository

Within the thirty (30) days after the City's execution of this Agreement, Contractor shall file copies of the executed endorsements evidencing the above required insurance coverage with the City Clerk. In addition, City shall have the right of inspection of all insurance policies required by this Agreement. Contractor also agrees to establish an insurance policy repository and to maintain copies of insurance policies required pursuant to this Agreement for twenty-five years (25 years) after the end of the Term during which Collection services are to be provided pursuant to this Agreement. Contractor shall notify City Manager and City Attorney before destroying copies of such policies. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

Section 16. Performance Guarantee

Within the thirty (30) days after the City's execution of this Agreement, Contractor shall provide a performance bond, letter of credit or cash bond ("guarantee instrument") in an amount equal to two hundred fifty thousand dollars ($250,000.00) in a manner as set forth below.

Section 16.1 Performance Bond

Contractor shall procure and maintain a performance bond executed by a surety company that is acceptable to the City. Surety shall be an admitted surety company licensed to do business in the State of California; have an "A:VII" or better rating by A. M. Best or Standard and Poors; and be included on the list of surety companies approved by the Treasurer of the United States. The Performance Bond shall be on terms acceptable to the City Attorney. The Performance Bond shall serve as security for the faithful performance by Contractor of all the provisions and obligations of this Agreement.

Section 16.2 Letter of Credit

In lieu of the performance bond or cash bond, Contractor may deposit with City an irrevocable letter of credit in an amount as set forth above in this Section 16. The letter of credit shall be the sole responsibility of Contractor, shall be unconditional and remain in force during the entire term of the Agreement and shall be released only upon written release from City per Section 16.4. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the City's name, and be callable at the discretion of the City.

Section 16.3 Cash Bond

In lieu of the performance bond or letter of credit, Contractor may deposit with the City a Cash Bond in an amount as set forth above in this Section 16. The Cash Bond must be deposited in an FDIC insured banking institution chartered to business in the state of California, in the City's name, and be callable at the discretion of the City. City shall be able to access the full $250,000 from the Cash Bond without penalty. All interest on the Cash Bond shall accrue to Contractor.

Section 16.4 Release of Performance Guarantee Requirements

Some Agreement requirements extend beyond the Term of this Agreement and other requirements, such as the minimum Diversion Requirement, will not be substantiated until after the final service date. Therefore, Contractor shall not terminate the performance bond, letter of credit, or cash bond, and will renew them to ensure continuous availability to the City, until receiving a written release from the City or until the fifth annual anniversary of the end of the Term of this Agreement. Permission from the City to discontinue holding these performance securities does not relieve Contractor of payments to the City that may be due, or may become due.

Section 16.5 Failure to Perform

Upon Contractor's failure to faithfully perform its obligations under this Agreement, the guarantee instrument may be assessed by the City, for purposes including, but not limited to:

Reimbursement of costs borne by the City to correct violations of the Agreement not corrected by Contractor, after City provides notice in accordance with Section 20.4; or,

To provide monetary remedies or to satisfy damages assessed against Contractor due to a material breach of this Agreement.

Section 16.6 Replenishment of Guarantee Instrument

Contractor shall deposit a replacement instrument sufficient to restore the Performance Guarantee to the original amount within thirty (30) days after notice from the City that any amount has been levied against the Performance Guarantee. Contractor shall be relieved of the foregoing requirement to replenish the Performance Guarantee during the pendency of an appeal from the City's decision to draw on the Performance Guarantee.

Section 16.7 City's Cost of Enforcement

In the event the City draws on the Performance Guarantee, all of City's costs of Collection and enforcement of the provisions relating to the Performance Guarantee called for by this Section 16, including reasonable attorneys' fees and costs, shall be paid by Contractor.

Section 16.8 Appeal

Any decision or order of City under this Section 16 may be appealed by Contractor through the dispute resolution procedures provided by Sections 20 and 21 of this Agreement.

Section 17. City's Right to Perform Service

Should Contractor for any reason whatsoever after first being given an opportunity to cure any alleged defect in performance or commence and diligently pursue a cure within 24 hours, except the occurrence or existence of any of the events or conditions set forth in Section 27.1, "Force Majeure and Labor Unrest," below, for a period of more than two (2) calendar days, refuse or be unable to Collect a material portion or all of the Solid Waste which it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that the City Manager in the reasonable exercise of the City Manager's discretion, should find that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right to contract with another Solid Waste enterprise to Collect and transport any or all Solid Waste which Contractor is obligated to Collect and transport pursuant to this Agreement, but which Contractor is unable to Collect and transport. City shall provide twenty-four (24) hours prior written notice to Contractor, contracting with another Solid Waste enterprise to Collect and transport any or all Solid Waste which Contractor would otherwise Collect and transport pursuant to this Agreement, for the duration of the inability of Contractor to provide such services. In such event Contractor shall identify sources from which such substitute Solid Waste services are immediately available, and shall reimburse City for all of its expenses for such substitute services.

Section 18. Emergency Service

In the event of any natural or man-caused disaster, and during the aftermath of that disaster, Contractor shall Collect and Dispose of Disaster Debris for the purpose of helping City and Customers in the City recover from the disaster in a prompt and cost-effective manner. In the event of a disaster, Contractor shall provide any or all of the services described in this Section 18, upon written request by the City Manager:

Section 18.1 Acceptance of Disaster Debris at the Sunshine Canyon Landfill

Contractor shall accept and Dispose at the Sunshine Canyon Landfill any Disaster Debris generated in the City and delivered to the landfill by City, Customers, their employees, contractors, or volunteers at an amount not to exceed the Emergency Service Fees in Exhibit A. The Disposal Tipping Fee per Ton in Exhibit A shall be F.O.B Sunshine Canyon Landfill.

Section 18.2 Removal of Disaster Debris in Roll-off Boxes

Upon request by Customers or the City Manager, Contractor shall deliver and Collect up to one hundred (100) each forty (40) yard Rolloff Box loads per day in the City during the aftermath of the disaster. Contractor shall have up to seven (7) days after the disaster to begin delivering Rolloff Boxes to Residential Premises in the City. Thereafter, Contractor shall deliver empty Rolloff Boxes within two (2) days of a request by a Customer or the City Manager. Contractor shall Collect and Dispose of Disaster Debris from Rolloff Boxes within two (2) days after being requested by Customer or City Manager. Contractor may charge Customers an amount not to exceed the Rolloff Box Service Fee per Load in Exhibit A (or as that Service Fee per Load may be adjusted). The Rolloff Box Service Fee per Load includes the cost of Disposal. Contractor shall cooperate with the City Manager in the delivery, Collection and allocation of Rolloff Boxes among Residential Premises in the City. If necessary, the City and Customers shall have the right to use other contractors in addition to Contractor.

Section 18.3 Personnel and Equipment Normally Assigned to City

Contractor shall provide the Collection equipment and personnel normally assigned to the City for the number of Work Days that that equipment and personnel typically work in the City at no additional charge.

Section 18.4 Record Keeping and Assistance with Disaster Reimbursement

Contractor shall assist the City and Customers in obtaining any applicable disaster reimbursement and/or insurance claims by providing accurate records regarding the cost of services it provided during the aftermath of the disaster, and the amount of Disaster Debris Collected.

Section 18.5 City-wide Effort to Manage Disaster Debris

In the event that the City decides to oversee a coordinated effort to manage the Collection and recycling of Disaster Debris on a city-wide basis, Contractor shall provide City with its management expertise, including a full time recycling coordinator with the background, knowledge and capability to assist in such an effort. Contractor shall provide this individual at no additional cost to City or its Customers.

Section 19. Compliance with Laws and Regulations

Contractor warrants that it will comply with all applicable laws and implementing regulations, as they, from time to time, may be amended, specifically including, but not limited to the Environmental laws and all other applicable laws and regulations of the State of California, ordinances of the City and the requirements of Local Enforcement Agencies and all other agencies with jurisdiction applicable to the performance of services under this Agreement.

Section 20. Administrative Remedies; Termination

Section 20.1 Interim suspension.

As set forth in Chapter 8.08 of the Rolling Hills Municipal Code, the City Manager, without a hearing, may suspend this franchise for not more than forty-five (45) calendar days, if the Manager finds that continued operation by a Collector will constitute an immediate threat to the public health, safety, or general welfare of the City. The interim suspension will go into effect immediately upon delivery of a notice to Contractor. The period of interim suspension shall be only until the defect in performance is cured, or in forty-five (45) calendar days, which ever first occurs.

The City Manager may enter into a temporary agreement for the Collection of Solid Waste with a different Solid Waste enterprise during any period of time that a franchise has been suspended, as set forth in Section 17 if this Agreement .

Section 20.2 Appeals.

Contractor may appeal the interim suspension imposed by the Manager, provided a written appeal is submitted to the City Manager within five(5) calendar days after notice of suspension has been sent to Contractor. Appeals to the City Council shall include a general statement specifying the basis for the appeal and the specific aspect of the Manager's ruling being appealed.

The interim suspension shall remain in effect during the processing of the appeal to the Council.

Section 20.3 Council Hearing on Appeal

The City Council shall hold a hearing on the appeal. Notice of such hearing shall be sent to Contractor not less than fifteen (15) calendar days prior to the hearing. The City Council may affirm the action of the City Manager, refer the matter back to the City Manager for further consideration, or overturn the decision of the City Manager. The City Council may terminate the interim suspension or extend the period of the interim suspension, as it finds necessary depending on the severity of the threat to the public health, safety, or general welfare, or may direct the City Manager to initiate proceedings for revocation of the franchise, beginning with issuing a written Notice of Deficiencies.

Section 20.4 Notice of Deficiencies; Response

If the City Manager or City Council determines that Contractor's performance pursuant to this Agreement may not be in conformity with the provisions of this Agreement, the California Integrated Waste Management Act (including, but not limited to, requirements for Diversion, source reduction and recycling as to the waste stream subject to this Agreement) or any other applicable federal, state or local law or regulation, including but not limited to, the laws governing transfer, storage or Disposal of Solid and Hazardous Waste, the City Manager may advise Contractor in writing of such suspected deficiencies, specifying the deficiency in reasonable detail. The City Manager, in any written Notification of Deficiencies, shall set a reasonable time within which Contractor is to respond. Unless the circumstances necessitate correction and response within a shorter period of time, Contractor shall correct the deficiencies and respond to the written Notification of Deficiencies within seven (7) days from

the receipt by Contractor of such written notice. Contractor may request additional time to correct deficiencies. City shall approve reasonable requests for additional time.

Section 20.5 Review by City Manager; Notice of Appeal

The City Manager shall review any written response from Contractor and shall decide the matter. If the City Manager's decision is adverse to Contractor, the City Manager may order remedial actions to cure any deficiencies, assess the Performance Guarantee or invoke any other remedy in accordance with this Agreement and, in the event the City Manager determines that there has been a material breach and that termination is the appropriate remedy, refer the matter to the City Council for revocation or modifications proceedings in accordance with this Section 20. The City Manager shall promptly inform Contractor of the City Manager's decision. In the event the decision is adverse to Contractor, the City Manager shall inform Contractor, in writing, of the specific facts found and evidence relied on, and the legal basis in provisions of this Agreement or other laws for the City Manager's decision and any remedial action taken or ordered.

An adverse decision by the City Manager shall be final and conclusive unless Contractor files a "Notice of Appeal to the City Council" with the City Manager within ten (10) days of receipt of the decision of the City Manager. A "Notice of Appeal to the City Council" shall state the factual basis and all legal contentions and shall include all relevant evidence, including affidavits, documents, and videotapes, which Contractor may choose to submit.

Section 20.6 City Council Hearing

If a matter is referred by the City Manager to the City Council, or an adverse decision of the City Manager is appealed to the City Council by Contractor, the City Council will set the matter for an administrative hearing and act on the matter. The City shall give Contractor no less than fifteen (15) days written notice of the time and place of the hearing. At the hearing, the City Council shall consider the administrative record, consisting of the following:

a) A Staff Report by the City Manager, summarizing the proceedings to date and outlining the City Council's options;

b) The written Notification of Deficiencies;

c) Contractor's response to the Notification of Deficiencies;

d) The City Manager's written notification to Contractor of adverse decision; and

e) Contractor's Notice of Appeal to the City Council.

No new legal issues may be raised, nor may new evidence be submitted by Contractor or City at this hearing, or at any further point in the proceedings, absent a showing of good cause. City, Contractor's representatives, and other interested Persons shall have a reasonable opportunity to be heard.

Section 20.7 City Council Determination

Based on the administrative record, the City Council shall determine by resolution whether the decision or order of the City Manager should be upheld, and/or whether the franchise

shall be revoked, modified, or other remedy imposed in accordance with this Agreement or applicable laws.

If, based upon the administrative record, the City Council determines that the performance of Contractor is in breach of any term of this Agreement or any provision of any applicable federal, state or local statute or regulation, the City Council, in the exercise of its discretion, may order Contractor to take remedial actions to cure the breach or impose any other remedy in accordance with this Agreement or applicable law, including without limitation imposition of a financial penalty or making a draw on the Performance Guarantee. The City Council may not terminate this Agreement unless it determines that Contractor is in material breach of a material term of this Agreement and which defect remains uncured, or any material provision of any applicable federal, state or local statute or regulation. Contractor's performance under this Agreement is not excused during the period of time prior to a final determination as to whether or not Contractor performance is in material breach of this Agreement, or the time set by City for Contractor to discontinue a portion or all of its services pursuant to this Agreement. The decision or order of the City Council shall be final. The City shall serve written notice to Contractor of the City Council's ruling within ten (10) calendar days of the hearing. The notice of ruling shall include, without limitation, the effective date of any remedy imposed.

Upon revocation of the franchise by the Council, Contractor shall cease operations in the City within the period of time determined by the Council but in no event shall Contractor operate for more than forty-five (45) calendar days after notice of ruling has been issued.

The City Manager may enter into a temporary agreement for the Collection of Solid Waste with a different Solid Waste enterprise until such time as a new franchise with a different Solid Waste enterprise can be negotiated and approved by the City Council.

Section 20.8 Reservation of Rights by City

City further reserves the right to terminate this Agreement in the event of any material breach of this Agreement, including, but not limited to any of the following:

a) If Contractor engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City;

b) If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets;

c) If Contractor fails to provide or maintain in full force, effect and amount, the workers compensation, liability and indemnification coverage, and Performance Guarantees as required by this Agreement;

d) If Contractor violates any orders or rulings of any regulatory body having jurisdiction over Contractor relative to this Agreement, in any material manner, provided that Contractor may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of this Agreement shall be deemed to have occurred until a final decision adverse to Contractor is entered;

e) If Contractor ceases to provide all or a portion of the Collection service or any other service as required under this Agreement over all or a substantial portion of

the City for a period of two (2) calendar days or more, for any reason within the control of Contractor (not including a Force Majeure or Labor Unrest in accordance with Section 27.1);

f) If Contractor fails to make any payments required under this Agreement or refuses to provide City with required information, reports or test results as to a material matter in a timely manner as provided in this Agreement;

g) If Contractor fails to achieve Diversion levels for the waste stream covered by this Agreement at levels sufficient to achieve the Diversion goals required of the City, as determined by CalRecycle, or City determines that the City has or will fail to meet its Diversion goals, Contractor shall have an opportunity to cure this material breach, within the time allotted by CalRecycle, or City, as appropriate;

h) If the operations of Contractor are contrary to the public health, safety, well-being, peace, welfare or morals, or shall be found to constitute a public nuisance;

i) If Contractor violates any material federal or state law, regulation of CalRecycle, a local enforcement agency, the City Municipal Code, or any material condition of this Agreement affecting public health and safety in the City;

j) If Contractor fails to complete, perform or cooperate with any audit as described by this Agreement;

k) If Contractor fails to complete or to provide required reports or documents to City as required by this Agreement;

l) If Contractor makes any representation or disclosure to City in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Agreement;

m) The seizure of, attachment of, or levy on, the operating equipment of Contractor, including, without limits, its equipment, maintenance or office facilities, or any part thereof; or,

n) Acts or omissions:

i. Any act or omission by Contractor relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, AB 939, or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Contractor. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor 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 shall constitute a default by Contractor.

ii. Any situation in which Contractor or any of its officers, directors or employees are found guilty of any crime related to the performance of this

Agreement, or of any crime related to anti-trust activities, illegal transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Contractor. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors, or employees is guilty as well as any admission of guilt by Contractor or any of Contractor's officers, directors or employees including, but not limited to, the plea of "guilty," "nolo contender," "no contest", and "guilty to a lesser charge."

iii. Any other act or omission by Contractor which materially violates the terms, conditions, or requirements of this Agreement and which is not corrected or remedied within the time set forth in the written Notification of Deficiencies or if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, if Contractor should fail to commence to correct or remedy such alleged deficiencies within the time set forth in such notice and diligently effect such correction or remedy thereafter.

Section 20.9 Cumulative Rights

City's rights of termination are in addition to any other rights of City upon a failure of Contractor to perform its obligations under this Agreement. Moreover, the City may utilize any other procedure for resolving disputes provided in this Agreement for situations where a suspension or termination is not involved.

Section 21. Dispute Resolution

Except as may otherwise be set forth expressly herein, including those disputes subject to Section 20, all disputes arising under this Agreement shall be resolved as set forth in this section.

Section 21.1 Negotiation and Mediation

Contractor and the City (the "Parties" or "Party") shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at Rolling Hills City Hall, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute.

If the matter has not been resolved within thirty (30) days of the first meeting, any Party may initiate a non-binding mediation of the dispute. The mediation shall be held at Rolling Hills, California, or at such other location as may be mutually agreed among the parties. The mediation shall be conducted according to and by a mediator chosen pursuant to the rules of the American Arbitration Association. The mediation shall conclude within sixty (60) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee. Each Party shall bear its own legal fees and expenses.

Section 21.2 Confidentiality

All settlement negotiations and any mediation conducted pursuant to this section shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code, or any similar provision in the Code of Federal Procedure, shall apply, which Section is incorporated in this Agreement by reference.

Section 21.3 Injunctive Relief

Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

Section 21.4 Continuing Obligation

Contractor shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement, unless a suspension has been imposed pursuant to Chapter 8.08 of the Rolling Hills Municipal Code.

Section 21.5 Failure of Mediation

If after good faith efforts to mediate a dispute under the terms of this Agreement the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity before a court of competent jurisdiction and with venue in Los Angeles County.

Section 22. Parties' Additional Remedies

Subject to the Dispute Resolution provisions of Section 21, in addition to the remedies set forth above, the Parties shall have the following rights:

Section 22.1 Right to Contract With Others

The City shall have the right to license others to perform the services otherwise to be performed by Contractor, in the event Contractor is in material breach of its duties to provide those services in accordance with Section 17 as applicable.

Section 22.2 Right to Damages and Injunctive Relief

a) The City shall have the right to obtain damages and/or injunctive relief. Both parties recognize and agree that in the event of a breach under the terms of this Agreement by Contractor, City may suffer irreparable injury and incalculable damages sufficient to support injunctive relief to enforce the provisions of this Agreement and to enjoin the breach thereof.

b) It is acknowledged by the parties that the City would not have entered into this Agreement if it were liable in damages under or with respect to this Agreement or the application thereof. In addition, the parties agree that monetary damages are not an adequate remedy for Contractor if the City should be determined to be in default under this Agreement. The parties further agree that specific performance or other equitable relief shall be Contractor's only remedy under this Agreement and Contractor may not seek monetary damages in the event of a default by the City under this Agreement. Contractor covenants not to sue for or obtain monetary damages for the breach by the City of any provision of this Agreement.

Section 22.3 City's Damages for Failure to Achieve Diversion Goals

Contractor and City agree that in the event Contractor fails to achieve the Diversion goals for the City as required by Section 12.1, and CalRecycle were to impose administrative civil penalties against City, subject to the provisions of Public Resources Code section 40059.1 the City's damages for Contractor's material breach in its failure to achieve the Diversion goals for the City as required by Section 12.1, shall include, but not be limited to, such administrative civil penalties, attorneys' costs and fees and City's staff time devoted to the resolution of the administrative civil penalties against City and to the City's expenses in procuring a replacement Solid Waste enterprise.

Section 23. Quality of Performance

Section 23.1 Intent

Contractor acknowledges and agrees that one of City's primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum Diversion levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.

Section 23.2 Service Supervisor

Contractor has designated a supervisor to be in charge of the Collection Service within the City. At least thirty (30) calendar days prior to replacing the designated supervisor Contractor shall notify City in writing of the name and qualifications of the new service supervisor. Contractor shall ensure that such replacement is an individual with like qualifications and experience. The supervisor shall be available to the City Manager through the use of a mobile telephone at all times that Contractor is providing Collection Services. In the event the supervisor is unavailable due to illness or vacation, Contractor shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor. The service supervisor shall provide the City with an emergency phone number where the supervisor can be reached outside of normal business hours.

Section 23.3 Liquidated Damages

The parties further acknowledge that consistent and reliable Collection Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality of service commitment in awarding this Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Contractor fails to achieve the performance standards, or fails to submit required documents in a timely manner, City, and City's residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to City's right to treat such non-performance as an event of default under other applicable Sections of this Agreement, the parties agree that the liquidated damages amount defined in this Section represent reasonable estimates of the amount of such 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 City, Customers and the community as a whole that reasonably could be anticipated, and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that this Agreement was made.

City Initial Here JP Contractor Initial Here _____

Contractor agrees to pay (as liquidated damages and not as penalty) the amounts shown in the following table:

	LIQUIDATED DAMAGES	
Item		Amount
a.	For each failure to resolve each missed Collection within the time set forth in Section 8.3.	$100.00 per incident per Customer.
b.	For each failure to clean up spillage or Litter caused by Contractor within the time set forth in Section 5.4.e.	$100 per incident per location.
c.	For each occurrence of discourteous behavior in violation of Section 5.1	$100.00 per incident per Customer.
d.	For each occurrence of leaked vehicle fluids on Customer property.	$100.00 per incident per Customer.
e.	Failure to maintain equipment in a clean, safe, and sanitary manner.	$100.00 per incident per day.
f.	Failure to maintain or timely submit to City records or reports required under the provisions of this Agreement.	$100.00 per incident per day.
g.	Failure to repair damage to Customer property caused by Contractor.	$1,500.00 per incident per Customer, and the actual cost of repair to City's satisfaction—no cost to City.
h.	Failure to repair damage to City or RHCA property or streets caused by Contractor.	$1,500.00 per incident and the actual cost of repair to City's satisfaction—no cost to City.
i.	For each occurrence of collecting solid waste during unauthorized hours in violation of Section 5.6.	$100 per incident
j.	For each calendar year in which Contractor fails to provide support to the City within 30 days of calendar year-end, documenting that it diverted at least 30% of the solid waste collected by Contractor under this Agreement.	$25 for each ton below tonnage level necessary to meet minimum diversion requirement as set forth in Section 12.1, or termination as set forth in Section 12.2.
k.	General Contract Adherence: For each day that Contractor fails to provide services required under the Agreement, or comply with terms of the Agreement, five (5) business days after receipt of written notification from City that such services are not being provided or terms are not being met.	$100 per day.

Section 23.4 Procedure for Review of Liquidated Damages

The City Manager may assess liquidated damages pursuant to Section 23.3 on a monthly basis. At the end of each month during the Term of this Agreement, the City Manager shall issue a written notice to Contractor ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

Request for Meeting - The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, Contractor provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made. The City Manager shall schedule a meeting with Contractor as soon as reasonably possible after timely receipt of Contractor's request.

City Manager Review - The City Manager shall review Contractor's evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Contractor.

Failure to Request Meeting - In the event Contractor does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Manager's determination shall be final and Contractor shall submit payment to City no later than that tenth (10th) day. Or at the sole option of City, if monies are owed to Contractor, City may deduct the liquidated damages from amounts otherwise due to Contractor.

Section 23.5 City's Rights

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

Section 24. Performance Review

Section 24.1 City Requested Audits

City may conduct an audit of Contractor at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

a) Extraordinary rate adjustment requests;

b) Compliance with terms of this Agreement;

c) Tonnage;

d) Complaint log;

e) Compliance with SB 1383 (if applicable); and,

f) Verification of Diversion rate.

Prior to the program evaluation review, City and Contractor shall meet and discuss the purpose of the review and agree on the method, scope, and date to be provided by Contractor.

The first audit, to be performed during 2024, will be based on the Contractor's reports and records for the period of July 1, 2020 through June 30, 2023. Audits will be performed every third year thereafter (the triennial audit). Contractor shall reimburse to the City the cost of such audit up to $10,000 for the first audit. The $10,000 amount in subsequent years shall be increased annually by the change in CPI as defined in Section 1.19.

Should the Agreement be extended beyond the extension terms as described in Section 3.2, the audits shall continue every third year, under the same terms and conditions as described above.

Section 24.2 Cooperation with Other Program Reviews

If the City wants to collect program data, perform field work, conduct route audits to investigate Customer participation levels and setout volumes and/or evaluate and monitor program results related to Solid Waste, Recyclable Materials (if available) and Green Waste Collected in the City by Contractor, Contractor shall cooperate with the City or its agent(s). Contractor shall also cooperate with any waste generation studies conducted by the City or its agent(s).

Section 25. Modifications to the Agreement

Section 25.1 Agreement Modifications and Changes in Law or Regulations

The City and Contractor understand and agree that the California Legislature and voters have the authority to make comprehensive changes in Solid Waste, Recyclable Materials, or Green Waste Management legislation and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions, or obligations under this Agreement. Contractor agrees that the terms and provisions of the Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of Contractor located within the City. The City and Contractor understand and agree that California environmental regulatory agencies such as CalRecycle, the State Water Resources Control Board, and the Department of Toxic Substances may modify regulatory requirements that may necessitate changes in some of the terms, conditions or obligations under this Agreement. In the event any future change in law, regulations, modifications to the City Municipal Code, or directed changes by the City, materially alters the obligations of Contractor, then the affected compensation as established under this Agreement may be adjusted as provided for in this Agreement. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The City and Contractor agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the City and Contractor shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of Contractor due to any modification in this Agreement under this Section. The City and Contractor shall not unreasonably withhold agreement to such compensation adjustment. Any such adjustment shall be subject to Section 11.10.

Section 25.2 City-Directed Changes

City may direct Contractor to perform additional services (including new Diversion programs and additional public education activities), eliminate programs, or modify the manner in which it performs existing services. Changes in the minimum Diversion requirement set forth in this Agreement, direction of Solid Waste to a Disposal Facility other than that originally selected by the City, direction of Recyclable Materials, or Green Waste to a processing facility other than that selected by Contractor, pilot programs and innovative services, which may entail new Collection methods, targeted routing, different kinds of services, different types of Collection vehicles, and/or new requirements for Customers are included among the kinds of changes which City may direct. Contractor shall be entitled to an adjustment in its compensation, subject to Section 11.10, for providing such additional or modified services but not for the preparation of its proposal to perform such services.

Section 25.3 Service Proposal

Within thirty (30) calendar days of receipt of a request for a service change from the City, Contractor shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

a) Collection methodology to be employed (manual, automated, semi-automated, and manpower).

b) Equipment to be utilized (vehicle number, types, capacity.

c) Labor requirements (number of employees by classification).

d) Type of carts to be utilized (if applicable).

e) Provision for program publicity, education, and marketing.

f) Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

Section 25.4 Other Contractors

Contractor acknowledges and agrees that City may permit other contractors or companies besides Contractor to provide additional Collection Services that Contractor cannot or will not provide in ninety (90) calendar days from the date when City first requests a proposal from Contractor to perform such services.

Section 25.5 Monitoring and Evaluation

If the City requests, Contractor shall meet with the City to describe the progress of each new program and other service issues. If applicable, Contractor shall document the results of the new programs on a monthly basis, including at a minimum the tonnage Diverted by material type, the end use or processor of the Diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by Contractor and/or City necessary to evaluate the performance of each program.

Section 25.6 Meet and Confer

At each meeting, the City and Contractor shall have the opportunity to discuss revisions to the program. The City shall have the right to terminate a program if, in its sole discretion, Contractor is not cost effectively achieving the program's goals and objectives. Prior to such termination, the City shall meet and confer with Contractor for a period of up to ninety (90) calendar days to resolve the City's concerns. Thereafter, the City may utilize a third party to perform these services if the City reasonably believes the third party can improve on Contractor's performance and/or cost. Notwithstanding these changes, Contractor shall continue the program during the ninety (90) day period and, thereafter, until the third party takes over the program.

Section 25.7 Dispute Resolution

All disputes relating to service or compensation changes as specified in Section of this Agreement shall be resolved by the procedures in Section 21.

Section 26. Franchise Transfer; City Consent; Fees

Section 26.1 City's Consent Required

Contractor may not convey, assign, sublet, license, hypothecate, encumber or otherwise transfer or dispose of (collectively "Transfer"), this Agreement, the franchise granted under it or any rights or duties under it, in whole or in part, and whether voluntarily or involuntarily, without the City's prior written consent as expressed by written resolution of the City Council. Any dissolution, merger, consolidation, or other reorganization of Contractor, any sale or other transfer or change in ownership or control of any of the capital stock or other capital or equity interests in Contractor or any sale or transfer of fifty percent (50%) or more of the value of the assets of either or both of them shall be deemed a Transfer of this Agreement, the franchise granted under it or any rights or duties under it. Any Transfer or attempted Transfer of this Agreement, the franchise granted under it or any rights or duties under it made without the City's consent will be a material breach of this Agreement and, at the City's option, will be null and void.

Section 26.2 Transferee's Operational and Financial Ability

The City has no obligation to give its consent to a transfer of the franchise granted by this Agreement. If the City gives its consent, it may impose conditions, including, without limitation, requiring acceptance of amendments to this Agreement. Without obligating the City to give its consent, the proposed transferee of Transfer must demonstrate to the City's satisfaction that it has the operational and financial ability to perform the terms of this Agreement.

Section 26.3 Application for Transfer

Any application for a franchise transfer shall be made in a manner prescribed by the City's Coordinator. The application shall include a Franchise Transfer Application Fee in the amount of fifty-thousand dollars ($50,000.00), or such other amount set by City by Resolution of the Council. The Franchise Transfer Application Fee is intended to offset the City's anticipated costs of all reasonable and customary direct and indirect administrative expenses including consultants and attorneys, necessary to analyze the application. Contractor shall reimburse the City for all additional reasonable consultants', attorneys' and staff costs directly related to the City's consideration of the application for transfer not offset by the Franchise Transfer Application Fee, whether or not the City approves the application for transfer of the franchise, City's request for reimbursement under this Section shall be supported with evidence of the expense or cost incurred. Contractor shall reimburse City within thirty (30) days of receipt of City's request for reimbursement.

Section 26.4 Consent is Limited

No consent under this Section to a Transfer of this Agreement, the franchise granted under it, or any rights and duties under it, is to be construed as a consent to any other or further Transfer of this Agreement, the franchise granted under it, or any rights and duties under it.

Section 27. General Provisions

Section 27.1 Force Majeure and Labor Unrest

a) Force Majeure. Contractor shall not be in default under this Agreement in the event that the Collection, transportation and/or Disposal services of Contractor are temporarily or permanently interrupted for any of the following reasons: riots; war or national emergency declared by the President or Congress and affecting the City of Rolling Hills; sabotage; civil disturbance; insurrection; explosion; natural disasters such as floods, earthquakes, landslides and fires; or other catastrophic events which are beyond the reasonable control of Contractor. "Other catastrophic events" does not include the financial inability of Contractor to perform or failure of Contractor to obtain any necessary permits or licenses from other governmental agencies or the right to use the facilities of any public entity where such failure occurs where Contractor has failed to exercise reasonable diligence.

b) Labor Unrest.

i. It is the intent of this Agreement that Contractor shall consistently provide the highest level of services to the residents of Rolling Hills. Therefore, Contractor may not institute a lockout of any or all of its employees unless Contractor has previously provided a contingency plan of continuing the highest level of services during the entire possible period of such a lockout with ample fully trained substitutes for all such locked out employees, and City has approved such contingency plan in writing prior to such lockout being instituted by Contractor. Approval of the plan shall be at the sole discretion of the City. The contingency plan must be in conformance with Sections 27.1.b.ii.a and 27.1.b.ii.b below. In addition, Contractor shall fully defend, indemnify and hold harmless City against anything whatsoever related to any such lockout as provided in this Section 27.1.b, including but not limited to any claims, proceedings, or suits against City relating to any such lockout. Compliance with this Section shall in no way prevent the imposition of liquidated damages pursuant to Sections 23.3 and 23.4 hereof if Contractor fails to meet the standards or violates any provision as set forth in Section 23.3 hereof.

ii. All other forms of labor unrest, including strike, work stoppage or slowdown or sick-out conducted by Contractor's employees or directed at Contractor are excused from performance only to the extent that the following requirements are met:

a) Contractor provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided. Plan is subject to City Manager's approval and is at his/her sole discretion. Contractor shall amend plan to meet City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction;
b) Contractor shall meet all requirements of this plan; if Contractor does not meet all requirements, City may choose to revoke this excuse from performance offered under this Agreement and

may choose to use enforcement provisions under this Agreement.

iii. In the event a labor disturbance or unrest interrupts Collection and transportation of Solid Waste, and/or Disposal of Solid Waste by Contractor as required under this Agreement, City may also elect to exercise its rights under Section 25 of this Agreement.

c) The parties claiming excuse from performance under 27.1(a) or (b) shall, within two (2) days after such party has notice of such cause, give the other party notice of the facts constituting such cause and asserting its claim to excuse under this section.

d) The interruption or discontinuance of Contractor's services excused under this Section 27.1 shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor 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, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice, and may contract with another party for Solid Waste Collection Services. In the event a labor disturbance interrupts Collection and transportation of Solid Waste, and/or Disposal of Solid Waste by Contractor as required under this Agreement, City may also elect to exercise its rights under Section 25 of this Agreement.

Section 27.2 Independent Status

Contractor is an independent entity and not an officer, agent, servant or employee of City. Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and Contractor, nor an arrangement for the Disposal of hazardous substances. Neither Contractor nor its officers, employees, agents or subcontractors shall obtain any rights to retirement or any other benefits which accrue to City employees.

Section 27.3 Pavement Damage

Normal wear and tear on City streets resulting from general vehicular traffic is excepted. Contractor shall be responsible for damage to City's driving surfaces, whether or not paved, resulting from the negligent operation of Contractor's vehicles providing Solid Waste Management Services within the City. Contractor understands that the exercise of this franchise may involve operation of its Collection vehicles over private roads, and streets owned by the RHCA. Disputes between Contractor and its Customers as to damage to private pavement are civil matters and complaints of damage will be referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Section 15.1 above.

Section 27.4 Property Damage

Any physical damage caused by the negligent or willful acts or omissions of employees of Contractor to public or private property shall be repaired or replaced by Contractor at Contractor's sole expense. Except as provided in Sections 15 and 27.3, above, this

Agreement does not purport to affect, in any way, Contractor's civil liability to any third parties.

Section 27.5 Law to Govern; Venue; Jury Trial Waiver

The laws of the State of California shall govern this Agreement without regard to any otherwise governing principles of conflicts of laws. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court exclusive venue shall lie in the Central District of California. Contractor waives its right to jury trial.

Section 27.6 Compliance with Laws

In the performance of this Agreement, Contractor shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the City Municipal Code.

City shall provide written notice to Contractor of any planned amendment of the City Municipal Code that would substantially affect the performance of Contractor's services pursuant to this Agreement. Such notice shall be provided at least thirty (30) calendar days prior to the City Council's consideration and approval of such an amendment.

Section 27.7 Fees and Gratuities

Contractor shall not, nor shall it permit any officer, agent or employee to, request, solicit, demand or accept, either directly or indirectly, any gratuity for the Collection of Solid Waste required to be Collected under this Agreement.

Section 27.8 Amendments

All amendments to this Agreement shall in writing duly executed by the parties. On behalf of the City, the City Council shall be the approving authority for any amendments to this Agreement. Purported oral amendments shall be void and of no force or effect.

Section 27.9 Corporate Status

Contractor is a Delaware limited liability company duly organized, validly existing and in good standing under the laws of the State of California (State). It is qualified to transact business in the State and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

Section 27.10 Corporate Authorization

Contractor has the authority to enter this Agreement and perform its obligations under this Agreement. The Board of Directors of Contractor (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws, or otherwise, to authorize the execution of this Agreement. The Person signing this Agreement on behalf of Contractor represents and warrants that they have the authority to do so. This Agreement constitutes the legal, valid, and binding obligation of Contractor.

Section 27.11 Agreement Will Not Cause Breach

To the best of Contractor's knowledge after responsible investigation, the execution or delivery of this Agreement or the performance by Contractor of its obligations hereunder does not conflict with, violate, or result in a breach: (i) of any law or governmental regulation applicable to Contractor; or (ii) any term or condition of any judgment, order, decree, of any court, administrative agency or other governmental authority, or any Agreement or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default thereunder.

Section 27.12 No Litigation

To the best of Contractor's knowledge after responsible investigation, there is no action, suit, proceeding or investigation, at law or in equity, before or by any court or governmental authority, commission, board, agency or instrumentality decided, pending or threatened against Contractor wherein an unfavorable decision, ruling or finding, in any single case or in the aggregate would:

a) Materially adversely affect the performance by Contractor of its obligations hereunder;

b) Adversely affect the validity or enforceability of this Agreement; or

c) Have a material adverse effect on the financial conditions of Contractor, or any surety or entity guaranteeing Contractor's performance under this Agreement.

Section 27.13 No Adverse Judicial Decisions

To the best of Contractor's knowledge after responsible investigation, there is no judicial decision that would prohibit this Agreement or subject this Agreement to legal challenge.

Section 27.14 No Legal Prohibition

To the best of Contractor's knowledge after reasonable investigation, there is no Applicable Law in effect on the date Contractor signed this Agreement that would prohibit Contractor's performance of its obligations under this Agreement and the transactions contemplated hereby.

Section 27.15 Contractor's Investigation

Contractor has made an independent investigation (satisfactory to it) of the conditions and circumstances surrounding the Agreement and the work to be performed hereunder. Contractor has taken such matters into consideration in entering this Agreement to provide services in exchange for the compensation provided for under the terms of this Agreement.

Section 27.16 Ability to Perform

Contractor possesses the business, professional, and technical expertise to Collect, Transport, and Process the Solid Waste, Recyclable Materials, Green Waste, and Bulky Items generated in the City. Contractor possesses the ability to secure equipment, facility(ies), and employee resources required to perform its obligations under this Agreement.

Section 27.17 Recognizing Labor Rights

Contractor recognizes, and agrees to continue to recognize, the right of its employees to peacefully organize and to file a valid petition seeking a lawful election conducted by the National Labor Relations Board. Such secret ballot election would determine if a majority of the subject employees want a labor organization to be their exclusive representative in collective bargaining with Contractor. Contractor agrees to engage in good faith negotiations with any current and duly elected labor organization of the subject employees, and to meet at reasonable times to discuss wages, hours and other terms and conditions of employment. Contractor also represents that during negotiations with such duly elected labor organization, if necessary, it would support the use of a federal mediator and a reasonable cooling off period, if requested in writing by either party.

Section 27.18 Nondiscrimination

In the performance of all work and services under this Agreement, Contractor shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status, age, disability or sexual orientation. Contractor shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

Section 27.19 Notices

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by facsimile, email or United States certified mail, postage prepaid, return receipt requested. Except as provided in this Agreement, whenever either party desires to give notice to the other, it must be given by written notice addressed to the party for whom it is intended, at the place last specified and to the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice:

To City: City Manager, CITY OF ROLLING HILLS
2 Portuguese Bend Road
Rolling Hills, CA 90274
Tel. 310.377.1521
Fax: 310.377.7288
Email: Citymanager@cityofrh.net

And to: City Attorney, CITY OF ROLLING HILLS
BBK
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Tel: 310.643.8448 Fax: 310.643.8441
Email: MJenkins@localgovlaw.com

Consolidated Disposal Services, LLC.
Attn: Mr. Ray Grothaus, General Manager
14905 S. San Pedro Street
Gardena, CA 90248
Tel: 310.436.7313 Email: RGrothaus@Republicservices.com

Tim M. Benter, VP Counsel
Republic Services, Inc.
18500 North Allied Way
Phoenix, AZ 85054
Fax: 480.718.4274 Email: tbenter@Republicservices.com

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served if mailed three (3) business days from the date such notice is deposited in the United States mail.

Section 27.20 Receipt of Notices

Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice. Facsimile or email transmission is acceptable notice, effective when received, however, facsimile or email transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. Receipt is deemed to have taken place within three (3) working days of notice mailed by U.S. Postal Service return receipt requested. The original of items that are transmitted by facsimile equipment or email must also be mailed as required herein.

Section 27.21 Notice by Phone; Follow up via E-mail

Notice by City to Contractor of a Collection or other Customer problem or complaint may be given to Contractor orally by telephone at Contractor's local office with confirmation sent via e-mail as required above by the end of the Work Day.

Section 27.22 Permits and Licenses

Contractor shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the Term of this Agreement. Contractor shall provide proof of such permits, licenses, or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses, and approvals upon the request of the City Manager.

Section 27.23 Ownership of Written Materials

All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Contractor in connection with the services to be performed under this Agreement, whether developed directly or indirectly by City or Contractor shall be and shall remain the property of City without limitation or restrictions on the use of such materials by City. Contractor shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the City Manager. This Section 27.23 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

Section 27.24 Joint Drafting

This Agreement was drafted jointly by the parties to this Agreement.

Section 28. Financial Interest

Contractor warrants and represents that no elected official, officer, agent, employee or contractor of the City has a financial interest, directly or indirectly, in this Agreement or the compensation to be paid under it.

Section 29. Transition to Next Contractor

In the event that the City decides to use a competitive process to procure a new franchise agreement, or in the event Contractor is not awarded a new contract to continue to provide Collection Services following the expiration or early termination of this Agreement, Contractor shall cooperate fully with City and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Customers; providing a complete inventory of all carts and bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of carts and bins, as appropriate, to City; including transporting such containers to a location designated by the City Manager; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

Section 30. Entire Agreement

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Section 31. Severability

If any provision of this Agreement or the application of it to any Person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to Persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law, as long as doing so does not frustrate the purpose of the Agreement.

Section 32. Wavier

The failure of the City at any time to require performance by Contractor of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

Section 33. All Prior Agreements Superseded

This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, contracts and understandings applicable to the matters contained in this Agreement and the parties agree that there are no commitments, Agreements, contracts or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations, Agreements or contracts, whether oral or written.

Section 34. Headings

Headings in this document are for convenience of reference only and are not to be considered in any interpretation of this Agreement.

Section 35. Exhibits

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

Section 36. Effective Date

This Agreement shall become effective at such time as it is properly executed by the City and Contractor and Contractor shall begin Collection Services, as covered herein, as of July 1, 2020. Contractor understands and acknowledges that the award of this Agreement and related decisions may be subject to review and repeal by the City's residents through a referendum or similar petition, and to various types of legal and environmental challenges (such referenda, similar petition and legal and environmental challenges being referred to collectively as "Legal Challenge and Referendum"). In the event that a Legal Challenge and Referendum is filed or submitted, this Agreement shall not become effective until the City reasonably determines that such challenge or referendum has been resolved in favor of the City's award of this Agreement to Contractor. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its Mayor, Council, officers, representatives, agents, employees and volunteers, harmless against any and all liability, claims, losses, damages, or expenses including reasonable attorney's fees, arising from any Legal Challenge and Referendum. In the event of any election regarding a Legal Challenge and Referendum, City shall meet and confer with Contractor to determine if the City will hold an election on the Referendum. Contractor shall have the option of asking the City not to contest the Referendum. If City decides to conduct an election, Contractor shall reimburse City for its reasonable costs of doing so.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement on the day and year first written above.

CITY OF ROLLING HILLS

Jeff Pieper, Mayor

CONSOLIDATED DISPOSAL SERVICES, LLC.

Name/Title Ray Georgas / G. M.

Date 5/7/2020

ATTEST:

YOHANA CORONEL, CITY CLERK

APPROVED AS TO FORM:

MICHAEL JENKINS, CITY ATTORNEY

EXHIBIT A

INITIAL RATES

Service Fees	
Bill on Property Tax Bill	Initial Rates
Annual Base Service Fee (per year)	$1,293.64
Billed Directly to Customer	
On-Call Bulky Item Collection in Excess of One Item per Year (per item)	$32.33
On-Call Brush Collection in Excess of One Load per Year (per load)	$484.87
Sharps Safe-Disposal Container (per container cost)	$37.95
Emergency Services	
Hourly Rate: One Crew, One Truck	$93.26
Disposal Tipping Fee at Sunshine Canyon Landfill (per ton)*	$36.75
Rolloff Box Service Fee (includes cost of disposal up to 5 tons) (per load). Any disposal over 5 tons will be billed $36.75 per ton	$650.00

* Per ton rate is for disposal at the Sunshine Canyon Landfill and does not include transfer station rates.

EXHIBIT B

MOTHER TRUCK APPROVED STAGING LOCATIONS

Republic Services Approved Staging Areas for Rolling Hills

AREA 1
Locations approved
Saddleback Road and Road Runner Road
Wagon Lane
Georgeff Road
Georgeff Road
Saddleback Road (between 36 and 42)
AREA 2
Caballeros Road and Crest Road East
Crest Road East and Easterfield Drive
Chuckwagon Road and Eastfield Drive
Outrider Road and Easterfied Drive
Southfield Drive and Packsaddle Road East
Bowie Road
AREA 3
Southfield Drive and Packsaddle Road East
Portuguese Bend Road South and Ranchero Road
Portuguese Bend Road South and Ranchero Road
Qualridge Road North
Buggy Whip Drive
Johns Canyon Road



*Actual location may slightly vary from displayed pin

Republic Services Approved Staging Areas for Rolling Hills



Page 2 shows map zoomed in to see street names

*Actual location may slightly vary from displayed pin

City of Rolling Hills INCORPORATED JANUARY 24, 1957

NO. 2 PORTUGUESE BEND ROAD
ROLLING HILLS, CA 90274
(310) 377-1521
FAX (310) 377-7288

Agenda Item No.: 3-H
Mtg. Date: 02-22-10

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **ANTON DAHLERBRUCH, CITY MANAGER**

SUBJECT: **CONSIDERATION OF A TRAFFIC COMMISSION RECOMMENDATION OF STAGING LOCATIONS FOR THE REFUSE HAULER'S "MOTHER TRUCK".**

DATE: **FEBRUARY 22, 2010**

ATTACHMENTS:

07-07-09 Memo from Traffic Engineer concerning staging locations
03-05-09 Memo from Traffic Engineer concerning staging locations
Summary List of Recommended Staging Locations
Notice Data for Addresses Adjacent to Proposed Staging Locations

RECOMMENDATION

It is recommended that the City Council approve the Traffic Commission's recommendation of 14 locations for Allied Waste to stage its "mother truck" (front loader) for the collection and transport of solid waste.

BACKGROUND

The City's refuse hauler, Allied Waste, operates through "scouts" that collect refuse at each residence and transports it to a "mother truck" at a central location. The "mother truck" moves throughout each day to different locations in the City that are central to the collection efforts in a particular area the "scouts" are working. Allied Waste states that the "scouts," for optimal operations, should cover an area consisting of 27 to 65 residences. As such, on each day refuse is collected, Allied Waste desires 7 to 8 locations where the "mother truck" can be strategically stationed. The "mother truck" would be (is) in each location for approximately 2 hours.

Over the years, residents have complained about the staging location of the "mother truck" citing issues of noise, emissions, visual impact, leftover debris and leakage with the vehicles. To address the complaints, Allied Waste has reduced and relocated the "mother truck" staging locations to a point where, according to Allied Waste, operations have been impacted. Allied Waste reports that the reduction of staging locations has caused the "scouts" to cover 86 to 126 residences, drive longer from residences to the "mother truck" and, for the "mother truck" to be stationed in one location for extended periods of time. As such, Allied Waste has requested the formal designation of staging locations.

In response to Allied Waste's request, the City's Traffic Engineer and City Manager, on multiple occasions toured the City with Allied Waste representatives to identify locations that served Allied Waste operationally while also addressing the Traffic Engineer's concerns for traffic safety. Fourteen (14) locations were identified that met both parties' interests. Thereafter, at its meetings of March 26, July 23 and September 24, 2009, and its meeting of January 28, 2010, the Traffic Commission considered Allied Waste's request for approval of the 14 locations to stage the "mother truck."

For Traffic Commission meeting on March 26, 2009, notice of the agenda item was mailed to all residents adjacent to proposed staging locations and information about the meeting was included in the City Newsletter. In response, the Traffic Commission received input from residents about the locations at Portuguese Bend Road/Ranchero Road (for visibility); Crest Road East, east of Eastfield Drive (for noise and traffic); and Saddleback Road near Hillside Lane (for impact on horses). As a result, the Allied Waste representative and City Traffic Engineer re-evaluated the three locations for functionality, safety and alternatives.

For the July 23, 2009 Traffic Commission meeting, notice of the agenda item was mailed to the resident from Portuguese Bend Road/Ranchero Road; the residents closest to the proposed staging location at Crest Road East; and the residents from 26 Saddleback Road to Hillside Lane. At the meeting, the Traffic Commission concluded that there was no alternative for the staging locations at Portuguese Bend Road/Ranchero Road and at Crest Road East and both represented the best functional location for Allied Waste, presented no traffic concern to the City Traffic Engineer and was not immediately adjacent to a residential structure (relative to noise). Additionally, it was noted without these staging locations, the impact of "scouts" traveling longer distances and the "mother truck" being stationed in one location longer is greater on the community. In regard to the Crest Road East site, Allied Waste proposed operating on the southside rather than the northside of the roadway. Also, in response to the residents of 76 Eastfield Drive, the Traffic Commission agreed to continue the discussion of this location to September 24.

For the September 24, 2009 Traffic Commission meeting, notice of the agenda item was mailed to 76 Eastfield Drive, and two other residents who had expressed interest on the

topic – a resident adjacent to Wagon Lane and a resident on Chuckwagon Road at Eastfield Drive. At the meeting, the Traffic Commission received input from the resident adjacent to Wagon Lane (32 Portuguese Bend Road) about the emissions generated from the "mother truck" when stationed on Wagon Lane, expressing concern about its health impacts. In response, Allied Waste reported that their vehicles meet the State's emissions requirements and, replacement "mother trucks" would soon be employed that will reduce emissions further. Allied Waste and the Traffic Engineer also stated that there was no operational and safe alternative to this staging location. However, in recognition of the concern, staff was directed to re-consider locations. In regard to the Crest Road East staging location, the residents of 76 Eastfield Drive, who could not attend the meeting, asked that the matter be continued.

For the January 28, 2010 Traffic Commission meeting, notice of the agenda item was mailed to 32 Portuguese Bend Road and 76 Eastfield Drive. With regard to the proposed staging location on Crest Road East, Allied Waste stated that it would be used on an as-needed basis and, when utilized, the "mother truck" would be stationed in a location to minimize the noise impact on the residence. Despite the resident's desire to limit the number of days Allied Waste might use this area, the Traffic Commission supported this site as a staging location.

DISCUSSION

The Traffic Commission has reviewed and supports the 14 locations identified by Allied Waste and the City's Traffic Engineer for staging the "mother truck" for the collection of solid waste. As such, the City Council is requested to consider and approve the Traffic Commission's recommendation per Allied Waste's request.

NOTIFICATION

Notice of this matter before the City Council has been provided to the community through the routine procedure of publishing the agenda in the citywide newsletter as well as through legal posting at City Hall.

CONCLUSION

Allied Waste is fully aware that they must keep their staging sites clear of debris and residue, contain refuse that falls out of their "scouts" and maintain their high quality service. Such conditions, in combination with the topography of the City and service levels desired by the community, leave few options for the method of refuse collection in the City. The "mother truck"/"scout" collection method of refuse collection appears the only functional means of collecting refuse at this time so designated staging locations are necessary.

AD:hl

Summary of Citywide "Mother Truck" Staging Locations

Area 1

Location	Current Staging Location	Requested as Staging Location	Recommended
Saddleback Road and Roadrunner Road	X		X
Wagon Lane	X		X
Georgeff Road	X		X
Lower Blackwater Canyon Rd. and Middleridge Lane North		X	
Saddleback Road (between 36 and 42)	X		X

Area 2

Location	Current Staging Location	Requested as Staging Location	Recommended
Caballeros Road and Crest Road East		X	X
Crest Road East and Eastfield Drive		X	X
Chuckwagon Road and Eastfield Drive	X		X
Outrider Road and Eastfield Drive	X		X
Southfield Drive and Packsaddle Road East	X		X

Area 3

Location	Current Staging Location	Requested as Staging Location	Recommended
Southfield Drive and Packsaddle Road East	X		X
Portuguese Bend Road South and Ranchero Rd.	X		X
Qualiridge Road North	X		X

Summary of Citywide "Mother Truck" Staging Locations

Buggy Whip Drive	X		X
Johns Canyon Road	X		X

WILLDAN Engineering

Memorandum

TO: Anton Dahlerbruch, City Manager

FROM: Vanessa Munoz, City Traffic Engineer

DATE: July 7, 2009

SUBJECT: Citywide Allied Waste " Mother Truck" loading stationing areas

This memo is in response to the Traffic Commissioner's request to re-evaluate three (3) staging locations for the Allied Waste "Mother Truck." The locations being re-evaluated are:

- Area 1- Saddleback Road (near Hillside)
- Area 2 - Crest Road E. and Eastfield Drive
- Area 3 - Portuguese Bend South and Ranchero Road

On May 21, 2009, Sam Pena, from Allied Waste, and I went out and re-evaluated the three locations for:

- Visibility for Allied Waste vehicles, other vehicles, pedestrians and equestrians;
- Width of street;
- Traffic volumes;
- Driving distance for each Scout to the "Mother Truck" location;
- Impact to passing traffic at each location.

The Area 1 location of Saddleback Road (near Hillside) was re-evaluated. The main concern expressed by the resident of 3 Hillside Lane was that her horse would get easily scared when the "Mother Truck" parked between the Saddleback easement and the riding fence. The roadway characteristics along Saddleback Road in this particular area of the City allow for the truck to be stationed further north from this location. I recommend the "Mother Truck" be stationed between 36 and 42 Saddleback Road. This location provides visibility for vehicles, equestrian riders and the Allied Waste truck.

The Area 2 location of Crest Road E. and Eastfield was re-evaluated. The main concern was noise and its proximity to the resident's home. The parking of the truck on Eastfield Drive east of Crest Road is an acceptable location; the "Mother Truck" does not impede vehicle visibility and gives the Allied Waste vehicles easy access, the roadway has a low traffic volume and has the least impact to passing traffic. However, to accommodate the concerns of the residents, I recommend the truck be parked on the south side of Eastfield Drive. This should eliminate some of the noise and the truck would not be adjacent to the resident's home.

The Area 3 location of Portuguese Bend South and Ranchero Road was re-evaluated. The main concern was visibility for northbound traffic. The parking of the truck at the present location is an acceptable location. From my field observation the northbound traffic is able to see the truck

when driving up hill. Additionally, since drivers are traveling at low speeds due to the grade on the hill, most drivers have enough time to react and stop if needed. I also evaluated the recommendation of 52 Portuguese Bend Road south as a possible staging location, however the "Mother Truck" cannot park on dirt roads and unless this area gets asphalt it cannot serve as a staging area.

VM:mec (06160)
16878/1002/M02

WILLDAN Engineering

Memorandum

TO: Anton Dahlerbruch, City Manager

FROM: Vanessa Munoz, City Traffic Engineer

DATE: March 5, 2009

SUBJECT: Citywide Allied Waste " Mother Truck" loading stationing areas

This memo is in response to a request from Allied Waste to the City of Rolling Hills for additional locations to station its "Mother Truck" throughout the City during its daily operation. Presently Allied Waste has the City separated into three areas for Monday/Thursday, Tuesday/Friday and Wednesday/Saturday collections and, for efficiency they have requested that each area include five (5) "Mother Truck" locations.

On January 14, 2009, the City Manager, an Allied Waste representative and I visited every location currently utilized to station the "Mother Truck" as well as the newly requested locations. During the field verification, each location was reviewed for safety as well as feasibility. The factors considered for each location were:

1. Visibility for Allied Waste vehicles, other vehicles, pedestrians and equestrians;
2. Width of street;
3. Traffic volumes;
4. Driving distance for each Scout to the "Mother Truck" location;
5. Impact to passing traffic at each location.

The following table details the stationing locations and identifies if the location is currently being used, if it is one of the requested loading areas, and if any current or requested locations are acceptable.

Area 1

Location	Current Stationing Location	Requested as a Stationing Location	Acceptable as a Stationing Location
Saddleback and Road Runner	x		x
Wagon Lane	x		x
Georgeff Road	x		x
Lower Blackwater and Middleridge North		x	
Saddleback Road	x		x

Area 1 consists of five (5) locations with four (4) of them currently utilized and one (1) being requested as an additional loading area. I understand the requested area of Lower Blackwater and Middleridge North used to be utilized as a location to station the "Mother Truck", but presently it is not. Based on my field observation, this location is not recommended due to the proximity to the stop sign, as well as the steep grade on Lower Blackwater. Both of these issues create an unsafe condition for on-coming traffic as well as the "Mother Truck." The existing four (4) loading areas that are currently used are acceptable.

Area 2

Location	Currently Loading Area	Requested as a Loading Area	Acceptable as a Loading Area
Caballeros and Crest		x	x
Crest Road E. and Eastfield		x	x
Chuckwagon and Eastfield	x		x
Outridge and Eastfield	x		x
Southfield and Packsaddle East	x		x

Area 2 consists of five (5) locations with three (3) of them currently utilized and two (2) being requested as additional locations for the "Mother Truck". I understand the requested loading areas of Caballeros and Crest and Crest Road E. and Eastfield were utilized as loading areas, but presently are not. Based on my field observation both of the loading areas requested are acceptable. Additionally the existing three (3) loading areas that are currently used are acceptable.

Area 3

Location	Currently Loading Area	Requested as a Loading Area	Acceptable as a Loading Area
Southfield and Packsaddle East	x		x
Portuguese Bend South and Ranchero	x		x
Quailridge North	x		x
Buggy Whip	x		x
Johns Canyon	x		x

Area 3 consists of five (5) locations with all five (5) of them currently utilized. Based on my field observation, the existing five (5) locations being used are acceptable.

During our field visit, we also discussed the possibility of finding other loading areas by adding asphalt to current dirt pull-out locations within the City that might allow the "Mother Truck" to park and load freely without impeding traffic. However, based on the field observations, further discussion with Allied Waste, and that the City does not own or maintain property serving as roadways, there are no locations where new pavement could be added to accommodate "Mother Truck" locations. Moreover, most dirt pull-out areas were too small to accommodate the "Mother Truck" loading area.

In conclusion, of the existing eleven (11) loading areas and four (4) requested loading areas, I recommend fourteen (14) out of the fifteen (15) be utilized as "Mother Truck" locations for stationing. Exhibit "A" shows the location of staging within each area.

VM
16878/06160/M01

REPUBLIC SERVICES

February 28, 2022

Via Email: Citymanager@cityofrh.net
Elaine Jeng, P.E.
City Manager
City of Rolling Hills
2 Portuguese Bend Road
Rolling Hills, CA 90274

Re: *Force Majeure* Notification Pursuant to Amended and Restated Agreement for Residential Solid Waste Management Services; Unavailability of CVT Facility Due to Fire

Dear Ms. Jeng:

I am writing to notify the City that the CVT processing facility located in Anaheim, one of our facilities providing recyclable materials and organics waste processing services, experienced a serious fire event on Sunday evening, February 20, 2022. Facility damage assessments are ongoing, but we have been notified as of Friday February 25, 2022, that because of significant damage sustained to the facility and processing equipment as a result of the fire, the CVT facility will not be available for use to process the City's residential recyclables and organic materials for the foreseeable future. Please accept this as our letter notification of a *force majeure* event pursuant to section 27.1 of the Agreement for Solid Waste and Recyclables Collection Services ("Franchise Agreement") resulting from the fire affecting our ability to perform processing of the City's residential recyclables and organic materials under the terms of the Franchise Agreement.

The City's collected materials are being diverted to other facilities on a temporary basis pending our having a more detailed understanding of the length of time the CVT facility will be unavailable.

Please note that our collection operations in the City are not impacted; residential routes will continue to be serviced in accordance with our Franchise Agreement requirements.

We expect to be better able to assess the extent of CVT facility damage and the timeframe required to restore facility operations, including on a partial basis, within the next several weeks.

If you have any questions or should need any additional information regarding the fire and our services, please let me know and I will respond as quickly as I can.

Sincerely,

General Manager

Cc: City Attorney
Best, Best & Krieger
1230 Rosecrans Avenue, Suite 110
Manhattan Beach, CA 90266
Email: MJenkins@localgovlaw.com

John Signo

From: Benton, Dawn <DHarris@republicservices.com>
Sent: Wednesday, May 10, 2023 5:33 PM
To: John Signo
Cc: Griffin, Tonya
Subject: RE: Solid Waste/Recycling Committee Meeting

Hello John,
Just returning from PTO today and watched this week's Council Meeting on YouTube.

Here are some notes to assist with the discussion at the upcoming May 23rd Committee meeting.

- It is true that although our CVT facility is slowly being rebuilt, we have not been given a "back in service date". Additionally, we are simply unsure whether we will have the ability to process waste for recycling (mixed waste processing) as this practice is outdated and is required in only one other City that we service. *(*mwp requirements are being reviewed there as well*)

- In Rolling Hills, the consultant (HFH) recommended the 30% diversion requirement at the time of the 2019-2020 agreement negotiations. Although we attempted a reduction at the time to 10 or 20%, the consultant persisted, and the city agreed to keep it at 30% stating that it would ensure that CalRecycle targets would be met.

- 2022 average diversion was 35%, without mixed waste processing, but did include transformation.

- 2023 Q1 diversion is 39.75% without mixed waste processing and without transformation. *Looks like the requirement is already being met without mixed waste processing or transformation so far this year.*

- For Rolling Hills to meet the State's 50% recycling requirement, CalRecycle set the maximum allowable lbs. of trash per person per year at 16.7. The city is currently at 9lbs per person, which means that the City of Rolling Hills exceeds the state recycling requirement by 23%. This is fantastic news which supports the city being able to meet requirements without use of mwp or transformation. Also demonstrates that the city can meet state requirements without the use of a consultant and without the existing diversion requirement.

Please call me at any time to discuss or share any questions that you may have.
Thanks,
Dawn

From: John Signo <jsigno@cityofrh.net>
Sent: Tuesday, May 9, 2023 3:37 PM

To: Griffin, Tonya <TGriffin@republicservices.com>; Benton, Dawn <DHarris@republicservices.com>
Subject: Solid Waste/Recycling Committee Meeting

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Hi Tonya and Dawn,

Last night, City Council referred the solid waste services issue to the Solid Waste/Recycling Committee. The Committee's next meeting is **Tuesday, May 23, 2023, at 4 p.m.** here at City Hall. Please mark your calendars and plan on attending. I will have the agenda to you prior to the meeting.

Thanks,

John F. Signo, AICP
Director of Planning and Community Services

City of Rolling Hills
2 Portuguese Bend Road, Rolling Hills, CA 90274
310.377.1521
jsigno@cityofrh.net