

741 required as a result of abuse, neglect, or misuse on the part of any Customer, the Contractor may
742 charge the Customer a fee, to compensate for the cost thereof. The Contractor shall, within seven
743 (7) days, repair or replace any stolen, damaged or dilapidated Container, provided that the
744 Contractor shall only bear the cost of replacement of such Container the first time it is stolen and
745 thereafter such cost of replacement shall be borne by the Customer.

746 **6.4 Vehicle Requirements**

747 Contractor shall provide a fleet of Collection vehicles sufficient in number and capacity to efficiently
748 perform the work required by the Agreement in strict accordance with its terms. Contractor shall select
749 and provide the types and kind of Collection vehicles that a suitable for the District's narrow streets, paths,
750 roadways, hills, and other service conditions. Contractor shall have available sufficient back-up Vehicles
751 for each type of Collection Vehicle used to respond to scheduled and unscheduled maintenance, service
752 requests, complaints, and emergencies. All such Vehicles shall have watertight bodies designed to prevent
753 leakage, spillage, or overflow. All such Vehicles shall comply with all Federal, State, and local laws and
754 regulations including, without limitation, safety and emissions requirements, and such compliance shall
755 come at no additional cost to the District or Customers during the Term of this Agreement.

756 Collection Vehicles shall present a clean appearance while providing service under this Agreement.
757 Contractor shall inspect each Vehicle daily to ensure that all equipment is operating properly. Vehicles
758 that are not operating properly shall be taken out of service until they are repaired and operate properly.
759 Contractor shall repair, or arrange for the repair of, all of its Vehicles and equipment for which repairs are
760 needed because of accident, breakdown or any other cause so as to maintain all equipment in a safe and
761 operable condition. All vehicles shall be radio-equipped to facilitate communications between the route
762 driver and Contractor's management, dispatch, and customer service personnel.

763 **ARTICLE 7: GENERAL REQUIREMENTS**

764 **7.1 Public Access to the Contractor**

765 A. **Office Facilities.** The Contractor shall establish and maintain an office within the County through
766 which the Contractor's representatives may be contacted, unless otherwise approved by the District
767 General Manager.

768 B. **Office Hours and Telephone Access.** The Contractor's office hours shall be, at a minimum, from 8:00
769 a.m. to 3:00 p.m. daily except Saturdays, Sundays, and Holidays. These hours may be altered with
770 the approval of the District General Manager. Contractor shall answer calls from Customers and the
771 District during office hours and provide a twenty-four (24) hour phone messaging system for calls
772 received after hours. Contractor shall provide a local telephone or toll-free phone number for
773 Customer service calls and shall publish the telephone number(s) in the local telephone directory.

774 C. **Emergency Telephone Number.** The Contractor shall provide the District with an emergency
775 telephone number for use by the District General Manager outside normal business hours. The
776 Contractor shall have a representative, or an answering service to contact such representative,
777 available at the emergency telephone number during all hours other than normal office hours.

778 7.2 Service Complaints

779 A. **Complaints to Contractor.** The Contractor shall maintain during office hours a complaint service
780 and telephone answering system having an answering capacity satisfactory to the District General
781 Manager. All service complaints and billing complaints will be directed to the Contractor. The
782 Contractor shall record all complaints in a log, including date, complainant name and address, and
783 nature and resolution of complaint. This log shall be available for inspection by the District General
784 Manager during the Contractor's regular office hours. Copies thereof shall be furnished to the
785 District General Manager upon request.

786 B. **Required Response to Complaints.** Contractor shall develop and implement a policy and procedures
787 for responding to and recording Customer complaints, including dispute resolution. The policy and
788 procedure shall be subject to the approval of the District General Manager. The Contractor, within
789 twenty-four (24) hours of its receipt of notice from a Customer or the District General Manager of
790 a failure to provide any service(s) as required by the terms of this Agreement, shall provide such
791 service in a manner consistent with the requirements of this Agreement.

792 7.3 Accounting and Records

793 A. **Maintenance and Audit of Records.** The Contractor shall maintain in its principal office in the
794 County full and complete financial statements and accounting records for operations under this
795 Agreement in accordance with generally accepted accounting principles ("GAAP"). Contractor shall
796 account for revenues received and expenses incurred as a result of this Agreement separate from
797 the accounting for other operations performed by Contractor or its Affiliates. The Gross Receipts
798 derived from the Collection services under this Agreement, whether such services are performed
799 by the Contractor or by a Subcontractor, shall be recorded as revenues in the accounts of the
800 Contractor. Upon demand, the Contractor shall permit the District General Manager or his/her
801 designee to examine and audit the books of account of the Contractor at any and all reasonable
802 times for the purpose of verifying Contractor's performance under this Agreement. Upon request,
803 the Contractor shall allow the District General Manager or his/her designee to examine the reports
804 of Gross Receipts and the invoices pertaining to any fee, charge or District-approved Rate for
805 Franchise Services provided under this Agreement. Such request shall be made at reasonable times
806 and with reasonable notice.

807 In the event that a Special Circumstance Rate adjustment is requested pursuant to Section 9.3, such
808 records shall be subject to review at any reasonable time by an independent third party in
809 accordance with appropriate professional standards, and inspection, for the primary purpose of
810 reviewing changes in costs to the Contractor attributable to the Special Circumstance request. The
811 District General Manager shall, in its sole discretion, select the independent third party and define
812 the scope of work for such review. The independent reviewer shall provide any and all drafts of its
813 review to the District and the Contractor. The Party requesting the Special Circumstance Rate review
814 shall bear the cost of the review.

815 The Contractor shall maintain and preserve all cash, billing, and Collection, Transport, Transfer,
816 Processing, and Disposal records (including number of Customers [total, type, and Service Level],
817 route maps, service records, and other materials and operating statistics) throughout the Term of
818 this Agreement and for a period of not less than three (3) years following expiration or early
819 termination of the Agreement.

820 B. **Confidentiality.** The District agrees to hold financial statements delivered pursuant to this Section
821 and Exhibit D as confidential and shall not disclose the same unless and to the extent disclosure is
822 required pursuant to Applicable Law.

823 7.4 Reporting

824 Contractor's quarterly and annual reporting requirements are presented in Exhibit D. In addition,
825 Contractor shall maintain on file at its business premises documentation setting forth its Routing and
826 Collection System, a list of all Collection Premises in the District, organized alphabetically or by address,
827 and the identification of all services each receives. This information shall be updated and provided at no
828 additional cost to the District along with Contractor's annual report (as required in Exhibit D) to the District
829 and any time upon request of the District General Manager. The Contractor shall cooperate with the
830 District to periodically monitor the average volume of Solid Waste, Recyclable Materials, and Organic
831 Materials generated from each Collection Premises. Contractor shall provide route maps and operating
832 statistics upon request. Customer-specific records are subject to inspection, and copying by the District
833 during regular business hours with reasonable advance notice.

834 7.5 AB 939 and AB 341 Compliance

835 The Contractor shall provide on a monthly basis all necessary reporting data requested by the District and
836 County relating to the District's compliance requirements pertaining to AB 939 and AB 341 as it affects
837 the County's Integrated Waste Management Plan and the County's SRRE. Such report shall be provided
838 to the District within thirty (30) days after the end of each month. The Contractor shall cooperate in
839 activities requested by the District to measure diversion of Solid Waste from landfills including, but not
840 limited to, providing a location for conducting Solid Waste, Recyclable Materials, and/or Organic Materials
841 sorting at the Contractor's facility, and re-routing Vehicles on a temporary basis to facilitate composition
842 analysis. Such report shall include, but not necessarily be limited to, throughput, recovery rates per
843 material type, residue, costs, Recyclable Materials and Organic Materials commodity values, and final
844 disposition of Solid Waste, Recyclable Materials, and Organic Materials. The Contractor shall also supply
845 any other information reasonably requested by the District General Manager to meet State or federal
846 regulatory requirements as those requirements may be amended from time to time.

847 7.6 Personnel and Subcontractors

848 A. **Employment Practices.** The Contractor shall at all times maintain and follow employment practices
849 in accordance with all State and federal laws and regulations, and shall indemnify the District for
850 any Legal Proceeding relating to its noncompliance with such laws or regulations.

851 B. **Non-Discrimination.** In the performance of the terms of this Agreement, the Contractor agrees that
852 it will not engage in nor permit such Subcontractors as it may employ to engage in discrimination
853 against any employee or applicant for employment on the basis of race, sex, sexual orientation,
854 color, religion, ancestry, national origin, marital status, age or as a qualified individual with a
855 disability. This prohibition shall pertain to employment, upgrading, demotion, or transfer;
856 recruitment advertising; layoff or termination; rates of pay and other forms of compensation;
857 selection for training, including apprenticeship, and any other action or inaction pertaining to
858 employment matters.

859 C. **Personnel.** The Contractor shall employ personnel sufficient in number, training, experience, and
860 capability to ensure that the Franchise Services required to be performed under this Agreement are
861 properly carried out.

862 D. **Affiliates and Subcontractors.** Contractor shall not engage any Subcontractors, other than those
863 listed in Exhibit C and limited in their scope of service by Exhibit C, for performance of Franchise
864 Services without the prior written consent of District General Manager which consent shall not be
865 unreasonably withheld or denied.

866 7.7 District General Manager

867 The District has designated the District General Manager to be responsible for the monitoring and
868 administration of this Agreement. Contractor shall meet and confer with the District General Manager to
869 resolve differences of interpretation and implement and execute the requirements of this Agreement in
870 an efficient and effective manner that is consistent with the stated objectives of this Agreement.

871 From time to time, the District General Manager may designate other agents at the District to work with
872 Contractor on specific matters. In such cases, those individuals should be considered designates of the
873 District General Manager for those matters to which they have been engaged. Such designates shall be
874 afforded all of the rights and access granted thereto. In the event of a dispute between the District General
875 Manager's designate and Contractor, the District General Manager's determination shall be conclusive.

876 In the event of dispute between the District General Manager and the Contractor regarding the
877 interpretation of, or the performance of services under, this Agreement, the District General Manager's
878 determination shall be conclusive except where each such determination results in a material impact to
879 the Contractor's revenue and/or cost of operations. In the event of a dispute between the District General
880 Manager and the Contractor that results in such material impact to the Contractor, Contractor may appeal
881 the determination of the District General Manager to the District Board, whose determination shall be
882 conclusive. For the purposes of this definition, "material impact" is an amount equal to or greater than
883 two percent (2.0%) of Contractor's annual Gross Receipts under this Agreement.

884 District General Manager or their designate shall have the right to observe and review Contractor
885 operations and Processing Facilities and enter Premises for the purposes of such observation and review,
886 including review of Contractor's records, during reasonable hours with reasonable notice. In no event
887 shall Contractor prevent access to such Premises for a period of more than three (3) calendar days after
888 receiving such a request.

889 **ARTICLE 8: DISTRICT AND COUNTY FEES**

890 8.1 District and County Fees

891 A. **District Franchise Fees.** In consideration of the rights provided Contractor herein, Contractor shall
892 pay Franchise fees to the District equal to seven percent (7%) of Gross Receipts. This fee shall be
893 paid on a monthly basis in the amount equal to seven percent (7%) of Gross Receipts for the most-
894 recently completed month.

895 B. **County Franchise Fee.** If a franchise fee is due to the County, the District shall be responsible for
896 paying the County franchise fee.

897 C. **County Household Hazardous Waste Fee.** The Contractor shall pay a Household Hazardous Waste
898 Fee to the County in an amount equal to the County's billing for the actual number of District
899 residents that use the County's Household Hazardous Waste Facility.

900 8.2 Payment Schedule and Late Fees

901 Contractor shall remit to District and County all fees as described in this Article on a monthly basis on or
902 before the last day of each month, during the Term of this Agreement and including final remittance due
903 to the District due after the end of the Term of this Agreement such as remittance of Franchise Fees on
904 Gross Receipts for services performed under this Agreement which were received after the end of the
905 Term. Such fees shall be payable to District and sent or delivered to the District General Manager with the
906 exception of County Household Hazardous Waste fees which shall be payable to the County and sent or
907 delivered to the County pursuant to Section 8.1.C.

908 If such remittance is not paid to the District or the County on or before the last day of each month, all fees
909 due shall be subject to a delinquency penalty of three percent (3%), which attaches on the first day of
910 delinquency. The delinquency penalty shall be increased an additional three percent (3%) and applied to
911 both the original amount due as well as any delinquency penalties previously applied for each additional
912 month the payment remains delinquent. For example, if the amount of the original fees owed equals ten
913 thousand dollars (\$10,000) the initial delinquency amount applied on the first day of delinquency will be
914 three hundred dollars (\$300) bringing the total amount to ten thousand three hundred dollars (\$10,300).
915 If that amount becomes past due for an additional month, the additional delinquency penalty shall be
916 applied to the ten thousand three hundred dollars (\$10,300) therefore, the new total amount due would
917 be ten thousand six hundred and nine dollars (\$10,609).

918 Each monthly remittance to the District shall be accompanied by a statement listing the amount of each
919 fee paid to the District and County; calculation of each fee; and, statement of Gross Receipts, by line of
920 business for the period collected from all operations conducted or permitted by this Agreement. The
921 District General Manager may, at any time during the Term, request a detailed calculation of Gross
922 Receipts which may include, but is not necessarily limited to, the number of Customers charged at each
923 Service Level and Rate for each billing period.

924 8.3 Audit of Franchise Fees

925 In accordance with Exhibit D, Contractor shall prepare and provide to the District an annual audit of Gross
926 Receipts and Franchise Fees paid to the District.

927 The District General Manager may, at any time during the Term or within three (3) years following the
928 expiration or early termination of this Agreement, perform an audit of Contractor's billings and payment
929 of fees. Contractor shall fully cooperate with the District General Manager in any such audit. Should the
930 District or its agent perform this review and identify billing errors or other errors in payment of Franchise
931 Fees valued at one (1%) percent or more of Gross Receipts, Contractor shall, in addition to compensating
932 the District for lost fees and applicable delinquency penalties, reimburse the District's cost of the review.

933 **ARTICLE 9: CONTRACTOR'S COMPENSATION**
934 **AND RATE SETTING**

935 **9.1 General**

936 The Contractor's compensation for performance of all its obligations under this Agreement shall be Gross
937 Receipts. Contractor's compensation provided for in this Article shall be the full, entire and complete
938 compensation due to Contractor pursuant to this Agreement for all labor, equipment, materials and
939 supplies, Transfer, Processing and Disposal fees, fees due to the District and County, taxes, insurance,
940 bonds, overhead, operations, profit, and all other things necessary to perform all the services required by
941 this Agreement in the manner and at the times prescribed. Nothing herein shall obligate the District to
942 provide any compensation to Contractor beyond Gross Receipts.

943 If Contractor's actual costs, including fees due to the District and County, are more than Gross Receipts,
944 Contractor shall not be compensated for the difference in actual costs and actual Gross Receipts. If
945 Contractor's actual costs (including profit requirements), including fees due to the District and County,
946 are less than the actual Gross Receipts, Contractor shall retain the difference.

947 Under this Agreement, Contractor shall have the right and obligation to charge and collect from
948 Customers, Rates that are approved by the District General Manager for provision of services to
949 Customers. The Rates established by the District are maximum Rates and Contractor may, in its sole
950 discretion, charge Customers any amount up to and including the approved maximum Rate for a given
951 level of service.

952 Revenues received for the sale of Recyclable Materials including California Redemption Value revenues
953 have been considered in the establishment of Rates for services provided under this Agreement.
954 Contractor has the right to retain revenues from the sale of materials which were reused, Recycled, or
955 Processed. Neither Contractor nor the owner or operator of an Approved Recyclable Materials Processing
956 Facility is entitled to grant funds available through CalRecycle through its "Curbside Supplemental
957 Payments" for registered curbside Recycling programs or "City/County Payment Program" pursuant to
958 Section 14581(a)(5)(A) of the California Beverage Container Recycling and Litter Reduction Act.

959 **9.2 Rates and Annual Adjustments**

960 A. **General.** The District General Manager shall be responsible for approving maximum Rates as
961 described in this Article. If at any time during the Term of the Agreement, the Contractor
962 determines the need for a Rate that does not appear on the District-approved Rate schedule,
963 Contractor shall immediately notify the District General Manager and request establishment of
964 such Rate. For example, if a Customer requires Collection of Recyclable Materials in a five (5) cubic
965 yard Bin five (5) times per week and the District-approved Rate schedule does not include this
966 level of service, the Contractor must request that the District General Manager approve a Rate
967 for this level of service.

968 B. **Maximum Rates on Commencement Date.** Maximum Rates effective on the Commencement
969 Date of this Agreement shall be the Rates approved by the District General Manager that became
970 effective in January 2015. These maximum Rates shall be effective from the Commencement Date
971 of this Agreement through December 31, 2015.

972 C. **Annual Rate Adjustment.** Maximum Rates shall be adjusted annually in accordance with Exhibit
973 B.

974 **9.3 Special Circumstances Rate Adjustments**

975 Contractor accepts the risk for changes in cost of providing services and the Service Levels requested by
976 Customers and therefore the Special Circumstance adjustments to Rates shall be limited to: (i) a Change
977 in Applicable Law (as defined in Exhibit A); or (ii) a District-directed change in scope (pursuant to Section
978 4.8). If a Change in Applicable Law or a District-directed change in scope occurs and an adjustment to
979 maximum Rates is desired, the Contractor or District General Manager shall petition the District Board for
980 such an adjustment to the maximum Rates calculated in accordance with Section 9.2.

981 Contractor shall prepare an application for the Special Circumstances Rate adjustment calculating the net
982 financial effect on its operations (both increases and decreases of costs and revenues) resulting from the
983 Change in Applicable Law or District-directed change in scope (but not resulting from unrelated changes
984 in costs and revenues), clearly identifying all assumptions related to such calculations and providing the
985 underlying documentation supporting the assumptions. District General Manager shall evaluate the
986 application for reasonableness. As part of that review, the District General Manager and/or its agent shall
987 be granted access to the financial statements and accounting records maintained by the Contractor in
988 order to determine the reasonableness of the Contractor's application.

989 In the event of such an application for Special Circumstances Rate adjustment, it is understood that the
990 Contractor shall have the burden of demonstrating the reasonableness of the requested adjustment.

991 The Contractor may appeal the decision of the District General Manager to the District Board, which shall
992 then make the final determination as to whether an adjustment to the maximum Rates will be made, and
993 if a Rate adjustment is permitted, the amount of the Rate adjustment. With respect to any Special
994 Circumstances Rate adjustment, the District Board shall make the final determination as to whether an
995 adjustment to the maximum Rates will be made, and if a Rate adjustment is permitted, the amount of the
996 Rate adjustment.

997 **9.4 Publication of Rates**

998 Following Board approval and prior to the date Rate changes shall become effective, Contractor shall
999 provide written notice to Customers of Rate changes resulting from the annual Rate adjustment process.
1000 Such written notice shall be delivered to all Customers as part of the next quarterly or monthly billing
1001 statement which Contractor sends to Customers.

1002 **ARTICLE 10: INDEMNITY, INSURANCE,**
1003 **AND PERFORMANCE BOND**

1004 **10.1 Indemnification**

1005 A. **General.** Contractor shall indemnify, defend with counsel acceptable to District, and hold
1006 harmless (to the full extent permitted by law) District and its officers, officials, employees,
1007 volunteers, and agents (collectively, "Indemnitees") from and against any and all claims, liability,

1008 loss, injuries, damage, expense, and costs (including without limitation costs and fees of litigation,
1009 including attorneys' and expert witness fees) (collectively, "Damages") of every nature arising out
1010 of or in connection with Contractor's performance under this Agreement, or its failure to comply
1011 with any of its obligations contained in the Agreement, except to the extent such loss or damage
1012 was caused by the negligence or willful misconduct of the District.

1013 B. **Excluded Waste.** Contractor acknowledges that it is responsible for compliance during the entire
1014 Term of this Agreement with all Applicable Laws. Contractor shall not store, Transport, use, or
1015 Dispose of any Excluded Waste except in strict compliance with all Applicable Laws.

1016 In the event that Contractor negligently or willfully mishandles Excluded Waste in the course of
1017 carrying out its activities under this Agreement, Contractor shall at its sole expense promptly take
1018 all investigatory and/or remedial action reasonably required for the remediation of such
1019 environmental contamination. Prior to undertaking any investigatory or remedial action,
1020 however, Contractor shall first obtain the District's approval of any proposed investigatory or
1021 remedial action. Should Contractor fail at any time to promptly take such action, the District may
1022 undertake such action at Contractor's sole cost and expense, and Contractor shall reimburse the
1023 District for all such expenses within thirty (30) calendar days of being billed for those expenses,
1024 and any amount not paid within that thirty (30) calendar day period shall thereafter be deemed
1025 delinquent and subject to the delinquent fee payment provision of Section 8.2. These obligations
1026 are in addition to any defense and indemnity obligations that Contractor may have under this
1027 Agreement. The provisions of this Section shall survive the termination or expiration of this
1028 Agreement.

1029 Notwithstanding the foregoing, however, Contractor is not required to indemnify the Indemnitees
1030 against claims arising from Contractor's delivery of Collected Materials to a Processing Facility,
1031 Disposal Site, or Transfer Station owned or operated by a third party, unless such claims are a
1032 direct result of Contractor's negligence or willful misconduct. The foregoing indemnity is intended
1033 to operate as an agreement pursuant to Section 107(e) of the Comprehensive Environmental
1034 Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9607(e), California Health
1035 and Safety Code Section 25364, and the Resource Conservation and Recovery Act, 42 U.S.C.
1036 Section 6901 et seq. to defend, protect, hold harmless, and indemnify Indemnitees from liability,
1037 and shall survive the expiration or earlier termination of this Agreement.

1038 C. **Environmental Indemnity.** Contractor shall defend, indemnify, and hold the District harmless
1039 against and from any and all claims, suits, losses, penalties, damages, and liability for damages of
1040 every name, kind and description, including attorneys' fees and costs incurred, attributable to the
1041 negligence or willful misconduct of Contractor in handling Excluded Waste.

1042 D. **Related to AB 939 and AB 341.** Contractor's duty to defend and indemnify herein includes all
1043 fines and/or penalties imposed by CalRecycle if the requirements of AB 939 and/or AB 341 are
1044 not met by the Contractor with respect to the waste stream Collected under this Agreement
1045 and/or Contractor's other obligations under this Agreement, and such failure is: (i) due to the
1046 failure of Contractor to meet its obligations under this Agreement; or, (ii) due to Contractor delays
1047 in providing information that prevents Contractor, the District, or the County from submitting
1048 reports to regulators in a timely manner.

1049 E. **Related to Proposition 218.** Should there be a Change in Law or a new judicial interpretation of
1050 Applicable Law, including, but not limited to, Article XIII C and D of the California Constitution
1051 (Commonly Proposition 218), which impacts the Rates for the Franchise Services established in
1052 accordance with this Agreement, Contractor agrees to meet and confer with the District to discuss
1053 the impact of such Change in Law on either Party's ability to perform under this Agreement.

1054 If, at any time, a Rate adjustment determined to be appropriate by the District to compensate
1055 Contractor for increases in costs as described in this Agreement cannot be implemented for any
1056 reason, Contractor shall be granted the option to negotiate with the District, in good faith, a
1057 reduction of services equal to the value of the Rate adjustment that cannot be implemented. If
1058 the District and Contractor are unable to reach agreement on such a reduction in services, then
1059 Contractor may terminate this Agreement upon one hundred eighty (180) calendar days prior
1060 written notice to the District, in which case the Contractor and the District shall each be entitled
1061 to payment of amounts due for contract performance through the date of termination.

1062 Should a court of competent jurisdiction determine that the Contractor cannot charge and/or
1063 increase its Rates for charges related to any new or increased Franchise fee(s) and Governmental
1064 Fees and charges, Contractor shall reduce the Rates it charges Customers by a corresponding
1065 amount and shall discontinue payment of any new or increased Franchise fee(s), Governmental
1066 Fees, and/or charges which have been invalidated by the court.

1067 Nothing herein is intended to imply that California Constitution, Articles XIII C or XIII D, apply to the
1068 Rates established for services provided under this Agreement; rather this Section is provided
1069 merely to allocate risk of an adverse judicial interpretation between the Parties.

1070 F. **Provisions Survive Agreement.** This provision (i.e., Section 10.1) will survive the expiration or
1071 earlier termination of this Agreement and shall not be construed as a waiver of any rights by the
1072 District to indemnify from third parties.

1073 10.2 Insurance

1074 A. **General Requirements.** Contractor shall, at its sole cost and expense, maintain in effect at all
1075 times during the Term of this Agreement insurance that meets at a minimum the coverage and
1076 limits of insurance described in this Section 10.2.

1077 B. **Coverages and Requirements.** During the Term of this Agreement, Contractor shall at all times
1078 maintain, at its expense, the following coverages and requirements. The comprehensive general
1079 liability insurance shall include broad form property damage insurance.

1080 1. Insurance coverage shall be with limits not less than the following:

1081 (a) **Comprehensive General Liability** – \$1,000,000 combined single limit per occurrence
1082 for bodily injury, personal injury, and property damage.

1083 (b) **Automobile Liability** – \$1,000,000 combined single limit per accident for bodily
1084 injury and property damage (include coverage for hired and non-owned Vehicles).

1085 (c) **Workers' Compensation** – Statutory Limits/Employers' Liability.

- 1086
1087 (d) **Pollution Legal Liability** – \$1,000,000 per claim/occurrence for bodily injury, property damage, and remediation of contaminated site.
- 1088
1089 (e) **Excess/Umbrella Coverage** – Not less than \$2,000,000 in addition to the coverage required by subparagraphs (a), (b), and (d) above.
- 1090
1091 2. The District, its officers, agents, and employees shall be named as additional insureds on all but the workers' compensation coverage.
- 1092
1093 3. Said policies shall remain in force through the life of this Agreement and shall be payable on a "per occurrence" basis unless the District General Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage or otherwise provide for continuous coverage covering the Term of this Agreement and not less than three (3) years thereafter. Proof of such "tail" or other continuous coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
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- 1100
1101 4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the District General Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
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1104
- 1105
1106 5. The deductibles or self-insured retentions are for the account of Contractor and shall be the sole responsibility of the Contractor.
- 1107
1108 6. Each insurance policy shall provide or be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) calendar days prior written notice (by certified mail, return receipt requested) has been given to the District General Manager, and in the case of delinquent insurance premiums after ten (10) Business Days.
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1111
- 1112
1113 7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the District General Manager.
- 1114
1115 8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
- 1116
1117 9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the District, its officers, agents, employees, and volunteers. Any insurance maintained by the District shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
- 1118
1119
- 1120
1121 10. The Contractor shall waive all rights of subrogation against the District, its officers, employees, agents, and volunteers related to the performance of services under this Agreement.
- 1122

1123 C. **Endorsements.** Prior to the Agreement Date, Contractor shall furnish the District General
1124 Manager with certificates or original endorsements reflecting coverage required by this
1125 Agreement. The certificates or endorsements are to be signed by a Person authorized by that
1126 insurer to bind coverage on its behalf. All certificates or endorsements are to be received by, and
1127 are subject to the approval of, the District General Manager before work commences.

1128 D. **Renewals.** During the Term of this Agreement, Contractor shall furnish the District General
1129 Manager with certificates or original endorsements reflecting renewals, changes in insurance
1130 companies, and any other documents reflecting the maintenance of the required coverage
1131 throughout the entire Term of this Agreement. The certificates or endorsements are to be signed
1132 by a Person authorized by that insurer to bind coverage on its behalf.

1133 E. **Workers' Compensation.** Contractor shall provide workers' compensation coverage as required
1134 by State law, and prior to the Agreement Date, Contractor shall file the following statement with
1135 the District. Signing of this Agreement by Contractor shall constitute the filing of such statement.

1136 "I am aware of the provisions of Paragraph 3700 of the Labor Code that require every employer
1137 to be insured against liability for workers' compensation or to undertake self-insurance in
1138 accordance with the provisions of that code, and I will comply with such provisions before
1139 commencing any services required by this Agreement.

1140 The Person executing this Certificate on behalf of Contractor affirmatively represents that she/he
1141 has the requisite legal authority to do so on behalf of Contractor, and both the Person executing
1142 this Agreement on behalf of Contractor and Contractor understand that the District is relying on
1143 this representation in entering into this Agreement."

1144 10.3 Performance Bond

1145 Within seven (7) calendar days of the District's notification to Contractor that the District has executed
1146 this Agreement, Contractor shall file with the District a surety bond, payable to the District, securing the
1147 Contractor's performance of its obligations under this Agreement and such bond shall be renewed
1148 annually if necessary so that the performance bond is maintained at all times during the Term. The
1149 principal sum of the bond shall be equal to ten thousand dollars (\$10,000.00) and shall be adjusted every
1150 three (3) years, commencing on September 1, 2018, by the change in the CPI over the previous three year
1151 period. The bond shall be executed as surety by a corporation licensed and authorized to issue surety
1152 bonds in the State of California that has a rating of A or better in the most recent edition of Best's Key
1153 Rating Guide, and that has a record of service and financial condition satisfactory to the District. The bond
1154 shall be in a form approved by the District. In lieu of the corporate surety bond, Contractor may provide
1155 District a letter of credit, cash bond, or other security acceptable and in a form satisfactory to the District
1156 General Manager.

1157 Any action by District to proceed against the bond shall not limit or affect any other rights or remedies
1158 available to District under the Agreement or in courts of law or equity, notwithstanding the foregoing.

1159 In the event District requires a performance bond in an amount greater than the amount above, the
1160 District may request that Contractor increase the principal sum of the bond and the District shall pay for
1161 or reimburse Contractor for the incremental increase in the cost of the performance bond. Contractor
1162 shall cooperate in the application for the increased bond.

1163 **ARTICLE 11: DEFAULT, REMEDIES AND TERMINATION**

1164 **11.1 Default and Remedies**

1165 A. **Events of Default.** Each of the following shall constitute an Event of Default:

1166 1. Any transaction, without any requirement of notice or cure opportunity, attempted or
1167 completed, not complying with the requirements of Section 11.3 hereof.

1168 2. The failure by the Contractor for any reason to consistently Collect or deliver Solid Waste,
1169 Recyclable Materials, and Organic Materials to Approved Facilities.

1170 3. Any criminal conviction, plea bargain, or settlement, without any requirement of notice or
1171 cure opportunity, of Contractor, its officers, managers, or employees related directly or
1172 indirectly to performance of this Agreement or any other agreement held with the District.

1173 4. Failure or refusal of the Contractor to perform any term, covenant, obligation or condition in
1174 this Agreement, other than a failure or refusal described in items (1), (2), or (3) above, except
1175 that no such failure or refusal shall give the District the right to terminate this Agreement
1176 under this Section unless:

1177 (i) The District has given prior written notice to the Contractor, stating the existence of a
1178 specific failure or refusal to perform exists which will, unless corrected, constitute a
1179 material breach of this Agreement on the part of the Contractor and which will, in the
1180 District's opinion, give the District a right to terminate this Agreement for cause under
1181 this Section unless such default is corrected within fifteen (15) days, and

1182 (ii) The Contractor has neither challenged in an appropriate forum the District's conclusion
1183 that such failure or refusal to perform has occurred or constitutes a material breach of
1184 this Agreement nor corrected or developed an action plan for correcting such breach
1185 or refusal to perform, to be approved by the District General Manager, within such
1186 fifteen (15) day period from receipt of the notice given pursuant to the clause (i) of this
1187 subsection (but if the Contractor shall have submitted to District an action plan to
1188 correct such default within a reasonable period of time, the same shall not constitute
1189 an Event of Default for as long as the Contractor remains in compliance with the action
1190 plan and continues to take such steps to correct such default in a timely manner).

1191 5. The written admission by the Contractor that it is bankrupt, or the filing by the Contractor of
1192 a voluntary petition under the Federal Bankruptcy Code, or the consent by the Contractor to
1193 the appointment by a court of a receiver or trustee for all or a substantial portion of its
1194 property or business, or the making by the Contractor of any arrangement with or for the
1195 benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary,
1196 regardless of how designated, of all or a substantial portion of the Contractor's property or
1197 business.

1198 6. The final adjudication of the Contractor as bankrupt after the filing of an involuntary petition
1199 under the Bankruptcy Act, but no such adjudication shall be regarded as final unless and until

- 1200 the same is no longer being contested by the Contractor nor until the order of the adjudication
1201 is no longer appealable.
- 1202 7. The failure of the Contractor to provide or maintain the performance bond required pursuant
1203 to Section 10.3 hereof.
- 1204 8. Any failure by the Contractor to comply with Applicable Law following the specified notice
1205 and opportunity to cure.
- 1206 9. Failure of the Contractor to timely implement the operational changes and adjusted
1207 maximum Rates resulting from the Change in Law or District-directed change in scope. The
1208 Contractor shall have thirty (30) days after notice of breach from the District to implement
1209 the operational changes. Should the Contractor thereafter not implement the operational
1210 changes it shall be in default of the Agreement. In addition to being liable for all damages and
1211 penalties to the District resulting from such default, the District may terminate the Agreement
1212 in accordance with Section 11.1.B.
- 1213 B. **Right to Terminate Upon Default.** Upon a determination by the District General Manager that an
1214 Event of Default has occurred, the District Board shall conduct a hearing upon ten (10) days notice
1215 to the Contractor to determine if termination of the Agreement is in the best interests of the public
1216 health, safety, and general welfare of the citizens of the District. If the fact finder makes such a
1217 determination, the Contractor shall be deemed to have waived any right it may have under
1218 Applicable Law to notice of termination in excess of those notice provisions explicitly set forth
1219 herein.
- 1220 C. **District's Remedies Cumulative: Specific Performance.** The District's right to terminate this
1221 Agreement under this Section 11.1 is not exclusive, and the District's termination of the Agreement
1222 shall not constitute an election of remedies. Instead, they shall be in addition to any and all other
1223 legal and equitable rights and remedies which the District may have, including but not limited to
1224 specific performance, and fees and expenses incurred by or on behalf of the District in enforcing
1225 payment or performance of the Contractor's obligations hereunder if such non-performance results
1226 in a judicially determined Event of Default by the Contractor.
- 1227 D. **Possession of Property upon Termination or Suspension.** In the event of termination or suspension
1228 for default, the District shall have the right to take possession of any and all of Contractor's
1229 equipment and other property used or useful in the Collection, Transportation, Transfer, Processing,
1230 and Disposal of Solid Waste, Recyclable Materials, or Organic Materials and the billing and collection
1231 of fees for these services and to use such property. The District shall have the right to retain the
1232 possession of such property until such time as Contractor remedies the default or substitute services
1233 can be provided by another contractor. If the District retains possession of Contractor's equipment
1234 or other property after the period of time for which Contractor has already been paid by means of
1235 bills issued in advance of providing service for the service involved, the Contractor shall be entitled
1236 to the reasonable rental value of such property (which shall be offset against any damages due the
1237 District for the Contractor's default). Contractor shall furnish District with immediate access to all
1238 of its business records related to its Customers and billing of accounts for Collection services.

1239 **11.2 Liquidated Damages**

1240 In addition to any other remedies provided for in this Agreement, the District General Manager may levy
1241 a charge in the amounts listed below for the Contractor's failure to meet the requirements enumerated
1242 below that constitute a breach of the terms and conditions of this Agreement. The District General
1243 Manager's decision to levy such a charge shall not be deemed an election of remedies, but shall be
1244 cumulative with any other remedies provided for in this Agreement. The District General Manager's
1245 decision not to levy any such charge shall not be deemed a waiver of any breach by Contractor under this
1246 Agreement. The Parties agree that the following Liquidated Damages represent a reasonable estimate of
1247 the amount of such damages, considering all of the circumstances existing on the Agreement Date,
1248 including the relationship of the sums to the range of harm to the District that reasonably could be
1249 anticipated and anticipation that proof of actual damages would be costly or inconvenient. In signing this
1250 Agreement, each Party specifically confirms the accuracy of the statements made above and the fact that
1251 each Party had ample opportunity to consult with legal counsel and obtain an explanation of this
1252 Liquidated Damage provision at the time that this Agreement was entered into.

1253 A. **Excessive complaints.** When Contractor or the District General Manager receives complaints from
1254 more than one percent (1%) of its client base within a six (6) month period, Contractor will be
1255 assessed twenty-five dollars (\$25) per complaint per occurrence during that period; and an
1256 additional twenty-five dollars (\$25) each twenty-four (24) hours until the complaint is reasonably
1257 resolved. For purposes of this section, "complaints" shall mean substantive and credible Customer
1258 notifications to the Contractor or the District General Manager of missed pick-ups, property
1259 damage, missed commitments, employee misconduct or poor quality of service (e.g. litter on
1260 property or public right-of-way or misplacement of Containers).

1261 B. **Failure to Remit Fees or Submit Reports.** Failure to remit the fees due to the District and/or County
1262 as required by Article 8, or file required reports in an accurate and complete manner by the fifth
1263 working day following the due date of such fees or reports: fifty dollars (\$50) per day for the first
1264 five (5) days, then five hundred dollars (\$500) per day for each day after the first five (5) days.

1265 C. **Failure to Provide District Access.** Failure to provide access to Operating Assets or any other
1266 documents or information within fourteen (14) days of a request by the District General Manager:
1267 one hundred dollars (\$100) per day per occurrence.

1268 D. **Failure to Properly Charge Customer.** Failure to charge a Customer at or below the maximum
1269 District-approved Rate, where not refunded on the next invoice: fifty dollars (\$50) per occurrence
1270 per Customer where the number of Customers overcharged is less than twenty-five (25); five
1271 hundred dollars (\$500) per occurrence per Customer where the number of Customers overcharged
1272 is twenty-five (25) or more. In addition, Contractor shall be responsible for refunding any amount
1273 overcharged to each Customer determined to be overcharged. Contractor shall not be entitled to
1274 any refund from the District for Franchise fees or other fees paid on overcharged amounts.

1275 E. **Unauthorized Collection Hours.** For Collection outside permitted hours: one hundred dollars (\$100)
1276 per occurrence.

1277 F. **Use of Unauthorized Facilities.** Delivery of Collected Solid Waste, Recyclable Materials, or Organic
1278 Materials to a location that is not an Approved Facility for Transfer, Processing, and/or Disposal of
1279 the material: one hundred dollars (\$100) per Ton.

1280 The District General Manager shall give the Contractor written notice of charges levied pursuant to this
1281 Section. Any such damages shall be paid directly to the District, and may not be included by the Contractor
1282 as an expense in calculating a request for an upward adjustment in the Rate schedule or offset against
1283 any fees.

1284 The decision of the District General Manager shall be final and binding on the Contractor unless the
1285 Contractor files a Notice of Appeal with the Secretary of the District Board within fifteen (15) days of
1286 receipt of the District General Manager's decision. The Notice of Appeal shall be in writing and shall
1287 contain a detailed statement of the basis for the appeal. Upon receipt of the Notice of Appeal, the District
1288 General Manager shall set the matter for a public hearing within thirty (30) days. The District General
1289 Manager shall give the Contractor and any interested Person requesting the same, ten (10) days written
1290 notice of the time and place of the hearing. At the hearing, the District Board shall determine, based on
1291 the record, the appropriate action to be taken. The decision of the District Board shall be final and
1292 conclusive.

1293 11.3 Uncontrollable Circumstances

1294 A. **Excuse from Performance.** In the event that a Party is prevented from performing its obligations
1295 under this Agreement by an Uncontrollable Circumstance, it shall not constitute a default of this
1296 Agreement, so long as the Party in good faith has used its best efforts to perform its respective
1297 obligations.

1298 The Party claiming excuse from performance shall, within five (5) days after such Party has notice
1299 of the effect of such cause, give the other Party notice of the facts constituting such cause and
1300 asserting its claim to excuse under this Section. Specifically, such information shall include the
1301 following:

- 1302 1. The Uncontrollable Circumstance and the cause thereof (to the extent known);
- 1303 2. The date the Uncontrollable Circumstance began and the cause thereof, its estimated
1304 duration, and the estimated time during which the performance of such Party's obligations
1305 hereunder will be delayed;
- 1306 3. Its estimated impact on the other obligations of such Party under this Agreement; and
- 1307 4. Potential mitigating actions which might be taken by the Contractor or District and any areas
1308 where costs might be reduced and the approximate amount of such cost reductions.

1309 While the delay continues, the Contractor or District shall give daily notice to the other Party
1310 updating the information previously submitted.

1311 In the event that either Party validly exercises its rights under this Section, the Parties hereby waive
1312 any claim against each other for any damages sustained thereby.

1313 B. **District's Right to Terminate.** The partial or complete interruption or discontinuance of the
1314 Contractor's services caused by one (1) or more of the events described in this Section 11.3 shall
1315 not constitute a default by the Contractor under this Agreement. Notwithstanding the foregoing,
1316 however, if the Contractor is excused from performing its obligations hereunder because of any

1317 Uncontrollable Circumstance for a period of thirty (30) days or more, the District shall nevertheless
1318 have the right, in its sole discretion, to terminate this Agreement by giving sixty (60) days notice.

1319 C. **Work Stoppages.** Notwithstanding anything in this Agreement to the contrary, any strikes, work
1320 stoppages, or other labor disputes or disturbances occurring with respect to an activity performed
1321 or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with
1322 the Operating Assets or the Franchise Services and which last beyond seven (7) days shall not
1323 constitute an Event of Default under Section 11.1.A.

1324 However, in the event of such occurrence which prevents or diminishes the ability of Contractor to
1325 Collect, Transport, Transfer, Process, and/or Dispose of any or all the Solid Waste, Recyclable
1326 Materials, and/or Organic Materials which it is obligated under this Agreement to Collect, Transport,
1327 Transfer, Process, and Dispose of for a period of more than seventy-two (72) hours and the District
1328 General Manager, in his or her discretion, should find that such accumulation endangers or menaces
1329 the public health, safety or welfare, then District shall have the right, upon twenty-four (24) hours
1330 notice to Contractor, to find the Contractor in Default and to contract with any other third parties
1331 to Collect, Transport, Transfer, Process, and/or Dispose any and all Solid Waste, Recyclable
1332 Materials, and Organic Materials which Contractor would otherwise be obligated to Collect,
1333 Transport, Transfer, Process, and/or Dispose pursuant to this Agreement. Contractor agrees that in
1334 such event, it will fully cooperate with District and its third-party contractor to affect such transfer
1335 of operations in as smooth and efficient a fashion as is practicable. All costs, fees, rates or other
1336 expenses incurred by District and/or its third-party contractor that exceed those that would have
1337 been incurred by District had no such emergency arisen shall be the responsibility of the Contractor
1338 and shall be paid to District within thirty (30) days of receipt of written notice to pay.

1339 **11.4 Right to Demand Assurances of Performance**

1340 If the District believes in good faith that the Contractor's ability to perform under the Agreement has been
1341 placed in substantial jeopardy by one (1) of the events enumerated below, the District General Manager
1342 may, at his/her option and in addition to all other remedies the District may have, require that Contractor
1343 provide District General Manager with sufficient proof that none of the events enumerated below will in
1344 fact impair Contractor from performing its obligations under the Agreement:

1345 A. Contractor is the subject of any labor unrest, including work stoppages or slowdown, sick-out,
1346 picketing, or other concerted job action;

1347 B. Contractor appears, in the reasonable judgment of the District, to be unable to regularly pay its bills
1348 as they become due; or,

1349 C. Contractor is the subject of a civil or criminal judgment or order entered by a federal, State, County,
1350 regional, or local agency for violation of an environmental law.

1351 If the Contractor fails or refuses to provide to the District adequate information to establish its ability to
1352 perform within thirty (30) days, such failure or refusal shall be an Event of Default for purposes of Section
1353 11.1.A.

1354 **11.5 Waiver of Defenses**

1355 In order to ensure the non-interruption of a vital public service, except as provided in Section 11.3, the
1356 Contractor acknowledges that it is solely responsible for providing the Franchise Services described
1357 herein, and hereby irrevocably waives the following defenses to the payment and performance of its
1358 obligations under this Agreement: any defense based upon failure of consideration, contract of adhesion,
1359 impossibility or impracticability of performance, commercial frustration of purpose, or the existence, non-
1360 existence, occurrence or non-occurrence of any foreseen or unforeseen fact, event, or contingency that
1361 may be a basic assumption of the Contractor with regard to any provision of this Agreement.

1362 **ARTICLE 12: MISCELLANEOUS PROVISIONS**

1363 **12.1 Relationship of the Parties**

1364 Neither Party to this Agreement shall have any responsibility whatsoever with respect to services provided
1365 or contract obligations or liabilities assumed by the other Party hereto, whether accrued, absolute,
1366 contingent or otherwise, or whether due or to become due. The Contractor is an independent Contractor
1367 and Agreement holder and nothing in this Agreement shall be deemed to constitute either Party a partner,
1368 agent or legal representative of the other Party or to create any fiduciary relationship between the Parties.

1369 **12.2 Notice to Parties**

1370 All notices required or provided for in this Agreement shall be provided to the Parties at the following
1371 addresses, by email and by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or
1372 certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon
1373 receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may
1374 change the address to which notice is given by giving notice as provided herein.

1375 To District:

1376 Kensington Police Protection and Community Service District Attn: Greg Harman
1377 General Manager/ Chief of Police
1378 217 Arlington Avenue
1379 Kensington, CA 94707
1380 gharman@kensingtoncalifornia.org

1381 To Contractor:

1382 Bay View Refuse and Recycling, Inc.
1383 2525 Garden Tract Road
1384 Richmond, CA 94801
1385 bcrsgreg@aol.com
1386

1387 **12.3 Resolution of Disputes**

1388 Should a dispute arise with respect to the performance and obligations of the Parties hereunder, at any
1389 time during the Term of this Agreement, the provisions of this Article shall apply. Either Party shall give
1390 the other written notice of such dispute. Such notice shall specify a date and location for the Parties to
1391 meet and confer in good faith to resolve any dispute that may arise. In the event such dispute cannot be
1392 resolved by the Parties themselves within thirty (30) days of such notice, either Party may propose the
1393 appointment of a mediator. If the other Party is in agreement, both Parties may refer the matter in dispute
1394 to such mediator for mediation. If through the mediation process, the Parties are unable, within thirty
1395 (30) days thereafter, to reach a resolution as to the matter in dispute, the matter shall be referred by
1396 either Party to arbitration. Mediation and arbitration shall be conducted by JAMS, San Francisco, and
1397 arbitration shall be conducted according to JAMS Arbitration Rules and Procedures. In the event of
1398 mediation, the Parties shall each pay their own attorney fees and costs. If the dispute proceeds to
1399 arbitration, the arbitrator may award attorney fees and costs to the prevailing Party."

1400 **12.4 Actions of the District in its Governmental Capacity**

1401 Nothing in this Agreement shall be interpreted as limiting the rights and obligations of the District in its
1402 governmental or regulatory capacity, or as limiting the right of the Contractor to bring any legal action
1403 against the District, not based on this Agreement, arising out of any act or omission of the District in its
1404 governmental or regulatory capacity.

1405 **12.5 Binding Effect**

1406 This Agreement shall bind and inure to the benefit of the Parties hereto and any successor or assignee
1407 acquiring an interest hereunder consistent with the provisions hereof.

1408 **12.6 Amendments**

1409 Neither this Agreement nor any provision hereof may be changed, modified, amended or waived except
1410 by written agreement duly executed by both Parties.

1411 **12.7 Further Assurance**

1412 Each Party agrees to execute and deliver any instruments and to perform any acts as may be necessary or
1413 reasonably requested by the other in order to give full effect to this Agreement.

1414 **12.8 Assignment and Transfer of Agreement**

1415 A. **Consent of the District Required.** This Agreement shall not be transferred, sold, pledged,
1416 hypothecated, leased, or assigned, nor shall any of the rights or privileges herein be transferred,
1417 sold, pledged, hypothecated, leased, or assigned, either in whole or in part, nor shall title hereto or
1418 thereto, either legal or equitable, or any right, interest or property herein or therein, pass to or vest
1419 in any Person, except the Contractor, either by action or inaction of the Contractor, or by operation
1420 of law, without the prior written consent of the District, which consent shall not be unreasonably
1421 withheld or delayed .

1422 The Contractor shall provide written notice of any request to assign or transfer this Agreement, and
1423 shall provide the District with any information requested by the District in connection with the

1424 proposed transfer, including but not limited to information regarding the general business
1425 qualifications of the proposed assignee, as well as its ability to perform the Franchise Services and
1426 a statement of its financial resources. The Contractor's notice of request to assign this Agreement
1427 shall contain a statement of the allocation of dollars in the consideration to be paid by the assignee
1428 to the Contractor for (a) goodwill, (b) equipment, and (c) any other asset transfer which has any
1429 connection with said assignment, all as agreed upon by the Contractor and the assignee. The notice
1430 shall also contain a statement showing the method of payment for the consideration and whether
1431 the Contractor proposes to hold some security interest as security for the payment of the unpaid
1432 balance of the consideration.

1433 The District shall respond to any such request within ninety (90) days after receipt of any
1434 information requested by the District pursuant to the preceding sentence. The Contractor
1435 acknowledges that, prior to approving such a transfer, the District must find that such a transfer is
1436 in the best interests of the public health, safety, and general welfare. Any attempt by the Contractor
1437 to effectuate any of the foregoing without such consent of the District shall be null and void, and
1438 any effectuation of any of the foregoing without such consent of the District shall constitute an
1439 Event of Default resulting in the immediate termination of this Agreement as provided in Section
1440 11.1.A hereof.

1441 B. **Consolidation, Merger, Sale, Transfer, and Change in Control.** Subject to the provisions of Section
1442 12.8.A above, the Contractor shall not, without the prior written consent of the District which may
1443 be withheld or delayed in its sole and absolute discretion, consolidate with or merge with another
1444 entity or permit one or more other entities to consolidate with or merge into it.

1445 C. **Reimbursement of Cost Related to Assignment Review.** If the Contractor requests the consent of
1446 the District for any transaction described in Section 12.8 hereof, the proposed assignee, as a
1447 condition of assignment, shall reimburse the District for all costs and expenses incurred by the
1448 District in reviewing, examining, and analyzing the request, including all direct and indirect
1449 administrative expenses of the District and consultants and attorney's fees and expenses. Along
1450 with its written request for the review of the assignment, Contractor shall remit to District an
1451 assignment review fee in the amount of thirty thousand dollars (\$30,000) which shall be intended
1452 to compensate the District for the costs of its review of the requested assignment. Such fee shall
1453 not be refundable to the Contractor in the event that the District determines, in its sole discretion,
1454 that the proposed assignment is unacceptable. In the event that the District's total costs for the
1455 review of the assignment exceed thirty thousand dollars (\$30,000) the Contractor shall compensate
1456 the District for its actual and reasonable costs within thirty (30) days of receiving the District's
1457 invoice. Such costs shall be supported with evidence of the expense or cost incurred. If the District's
1458 total costs for the review of the assignment are less than thirty thousand dollars (\$30,000), the
1459 District shall remit to the Contractor the difference between its actual costs and thirty thousand
1460 dollars (\$30,000).

1461 D. **Transfer Fee.** On the date the District approves the Contractor's written request for an assignment,
1462 Contractor or the assignee shall pay the District a transfer fee in the amount of one percent (1%) of
1463 the Gross Receipts for the most-recently completed calendar year. The District's approval of such
1464 an assignment shall be conditioned on the receipt of the transfer fee.

1465 **1.2.9 Interpretation**

1466 In this Agreement, unless the context otherwise requires:

- 1467 A. **References Hereto.** The terms "hereby," "hereof," "herein," hereunder," and any similar terms refer
1468 to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before,
1469 the Agreement Date.
- 1470 B. **Gender and Plurality.** Words of the masculine gender mean and include correlative words of the
1471 feminine and neuter genders, and words importing the singular number mean and include the plural
1472 number and vice versa.
- 1473 C. **Persons.** Words importing Persons include firms, companies, associations, general partnerships,
1474 limited partnerships, trusts, business trusts, corporations, non-profit corporations, and other legal
1475 entities, including Governmental Bodies, as well as individuals.
- 1476 D. **Headings.** The table of contents and any headings preceding the text of the articles, sections, and
1477 subsections of this Agreement shall be solely for convenience of reference and shall not constitute
1478 a part of this Agreement, nor shall they affect its meaning, construction, or effect.
- 1479 E. **Entire Agreement.** This Agreement contains the entire agreement between the Parties hereto with
1480 respect to the transactions contemplated by this Agreement. Furthermore, nothing in this
1481 Agreement is intended to confer on any Person other than the Parties hereto and their respective
1482 successors and assigns hereunder any rights or remedies under or by reason of this Agreement.
- 1483 F. **Reference to Days.** All references to days herein are to calendar days, including Saturdays, Sundays,
1484 and holidays, except as otherwise specifically provided.
- 1485 G. **Units of Measure.** Weights or volumes described herein may be reported in either metric or U.S.
1486 Standard terms of measurement, unless State or federal law or regulation specifies the system of
1487 measurement to be used.
- 1488 H. **Counterparts.** This Agreement may be executed in any number of original counterparts. All such
1489 counterparts shall constitute but one and the same Agreement.
- 1490 I. **Applicable Law.** This Agreement shall be governed by and construed in accordance with Applicable
1491 Law.
- 1492 J. **Severability.** If any clause, provision, subsection, section, or article of this Agreement shall be
1493 determined to be invalid by any court of competent jurisdiction, then the Parties hereto shall:
- 1494 1. Promptly meet and negotiate a substitute for such clause, provision, section, or article which
1495 shall, to the greatest extent legally permissible, effect the intent of the Parties therein.
- 1496 2. If necessary or desirable to accomplish item (1) above, apply to the court having declared such
1497 invalidity for a judicial construction of the invalidated portion of this Agreement.
- 1498 3. Negotiate such changes in, substitutions for or additions to, the remaining provisions of this
1499 Agreement as may be necessary in addition to and in conjunction with items (1) and (2) above,

1500 to effect the intent of the Parties in the invalid provision. The invalidity of such clause,
1501 provision, subsection, section, or article shall not affect any of the remaining provisions
1502 hereof, and this Agreement shall be construed and enforced as if such invalid portion did not
1503 exist.

1504 12.10 Jurisdiction

1505 Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the
1506 courts of the Contra Costa County in the State of California, which shall have exclusive jurisdiction over
1507 such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be
1508 performed in Contra Costa County.

1509 12.11 Entire Agreement

1510 This Agreement, including the Exhibits, represents the full and entire Agreement between the Parties with
1511 respect to the matters covered herein. Each of the Exhibits identified as Exhibits "A" through "E" is
1512 attached hereto and incorporated herein and made a part hereof by this reference.

1513
1514
1515

1516 IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates stated below:

1517
1518
1519

Kensington Police Protection
and Community Service District

Bay View Refuse and Recycling Services, Inc.

1520
1521
1522
1523

By: Len Welsh
Len Welsh, President, Board of Directors

By: Lewis Figone
Lewis Figone, President

1524
1525
1526
1527

Dated: November 19, 2014

Dated: 11/14/14, 2014

1528
1529
1530
1531

Attest:
By: Cory E. Harmon
(District Board of Directors Secretary)

1532
1533
1534
1535

Gregory E. Harmon

1536
1537
1538
1539

Printed name
Dated: 11-19, 2014

1540

EXHIBIT A DEFINITIONS

For purposes of this Agreement, unless a different meaning is clearly required, the following words and phrases shall have the following meanings respectively ascribed to them by this Exhibit and shall be capitalized throughout this Agreement:

"AB 341" means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011 [Chesbro, AB 341]), also commonly referred to as "AB 341", as amended, supplemented, superseded, and replaced from time to time.

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

"Affiliate(s)" means any person, corporation or other entity directly or indirectly controlling or controlled by another person, corporation or other entity, or under direct or indirect common management or control with such person, corporation or other entity. As between any two (2) or more persons or entities, when ten percent (10%) of one is owned, managed, or controlled by another, they are hereunder Affiliates of one another.

"Agreement" means this Agreement for Solid Waste, Recyclable Materials, and Organic Materials Franchise Services between the District and the Contractor.

"Agreement Date" means the date the later of the two Parties executed the Agreement.

"Applicable Law" means any law, rule, regulation, requirement, guideline, permit, action, determination, or order of any Governmental Body having jurisdiction, applicable from time to time to the Franchise Services; the Operating Assets; the siting, design, acquisition, permitting, construction, equipping, financing, ownership, possession, shakedown, testing, operation, or maintenance of any of the Operating Assets; or any other transaction or matter contemplated hereby (including any of the foregoing which concern health, safety, fire, governmental protection, accommodation of the disabled, labor relations, mitigation monitoring plans, building codes, non-discrimination and the payment of minimum wages, the payment of per-Ton charges on Solid Waste, Recyclable Materials, and Organic Materials facilities imposed by a governmental entity other than the District.

"Approved Disposal Facility" means the Keller Canyon Landfill located at 901 Bailey Road, Pittsburg, CA or Potrero Hills Landfill located at 3675 Potrero Hills Road, Suisun City, CA.

"Approved Facilities" means Approved Disposal Facility, Approved Recyclable Materials Processing Facility, Approved Organic Materials Processing Facility, and Approved Transfer Facility.

"Approved Organic Materials Processing Facility" means the composting facility at the West Contra Costa Sanitary Landfill (WCCSL) Organics Processing Facility located at the foot of Parr Boulevard, Richmond, CA.

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"Approved Recyclable Materials Processing Facility" means the West County Resource Recovery Facility at 101 Pittsburg Avenue, Richmond, CA or the Newby Island Recycling Facility (also known as BFI's Recyclery) located at 1601 Dixon Landing Road, San Jose CA.

"Approved Transfer Facility" means the Golden Bear Waste Recycling Center located at the foot of Parr Boulevard, Richmond, CA.

"Back-yard Service" means service provided by Contractor in which Contractor Collects Solid Waste, Recyclable Materials, and/or Organic Materials from the Customer's back-yard or sideyard.

"Bureau of Labor Statistics (BLS)" shall mean the U.S. Department of Labor, Bureau of Labor Statistics or its successor agency.

"Bin" means a Container with capacity of approximately one (1) to six (6) cubic yards, with a hinged lid, and with wheels (where appropriate), that is serviced by a front end-loading Collection Vehicle.

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

"Business Days" mean days during which the District offices are open to do business with the public.

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

"Cart" means a plastic Container with a hinged lid and wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 35, 65, 95 gallons (or similar volumes approved by the District).

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

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

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

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as such a willful or negligent action, error or omission or lack of reasonable diligence.

"Collect" or "Collection" (or any variation thereof) means the act of collecting Solid Waste, Recyclable Materials, and Organic Materials at the place of generation in the District Franchise Area.

"Collection Premises" means the Residential Premises, Commercial Premises, or both for which the Contractor is authorized to provide Collection services.

"Commencement Date" means the date the Franchise Services required by this Agreement commence, which is September 1, 2015.

"Commercial" shall mean of, from or pertaining to non-Residential Premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon Residential property, which are permitted under applicable zoning regulations and are not the primary use of the property. For the purposes of this Agreement, Commercial also includes Multiple-Unit Dwellings with five (5) or more units.

"Compactor" means a mechanical apparatus that compresses materials together with the Container that holds the compressed materials or the Container that holds the compressed materials if it is detached from the mechanical compaction apparatus. Compactors include two (2) to eight (8) cubic yard Bin Compactors serviced by front-end loader Collection Vehicles and ten (10) to fifty (50) cubic yard Drop Box Compactors serviced by roll-off Collection Vehicles.

"Construction and Demolition Debris (C&D)" includes discarded building materials, packaging, debris, and rubble resulting from construction, alteration, remodeling, repair or demolition operations on any pavements, excavation projects, houses, Commercial buildings, or other structures, excluding Excluded Waste.

"Consumer Price Index (CPI)" shall mean the All Urban Consumers Index (CPI-U) compiled and published by the BLS, using the following parameters:

- Area – San Francisco-Oakland-San Jose, CA
- Item – All Items
- Base Period – Current 1982-84=100
- Not seasonally adjusted
- Periodicity – Bi-Monthly
- Series Identification Number – CUURA4225A0

"Container(s)" mean Bins, Carts, Compactors, and Drop Boxes or other storage units that are intended to be serviced by a Collection vehicle.

"Contractor" means Bay View Refuse and Recycling Service, Inc., a California corporation. Contractor organized and operating under the laws of the State and its officers, directors, employees, agents,

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companies, related-parties, affiliates, subsidiaries, and Subcontractors. As of the Agreement Date, the Lewis Figone Revocable Trust 2014 owns 100% of the company stock.

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

"Curb" or "Curbside" (or any variation thereof) means the location of a Collection Container for pick-up, where such Container is placed on the public or private street or alley against the face of the Curb, or where no Curb exists, Container is placed not more than five (5) feet from the outside edge of the street or alley nearest the property's entrance.

"Customer" means Person who subscribes for service with Contractor for Collection of Solid Waste, Recyclable Materials, and/or Organic Materials pursuant to this Agreement and applicable ordinances of the County, including the County's mandatory subscription ordinance.

"Customer Type" means the Customer's sector category including, but not limited to, Residential, Commercial and District Facilities.

"Designated Collection Location" refers to the location, at each Collection Premises where Containers of Solid Waste, Recyclable Materials, and Organic Materials are customarily placed for Collection, all in accordance with Section 4.6 herein.

"Dispose" or "Disposal" (or any variation thereof) means the final disposition of Solid Waste at a landfill Disposal site.

"District" refers to the Kensington Police Protection and Community Services District, an authority maintained by the unincorporated community of Kensington, California.

"District Board" refers to the Board of Directors the Kensington Police Protection and Community Services District.

"District General Manager" means the District General Manager or their designated representative who is responsible for the administrative management of this Agreement.

"District Fees" shall mean those fees described in Article 8 of this Agreement excluding fees due to the County.

"Drop Box" means an open-top Container with a capacity of ten (10) to fifty (50) cubic yards that is serviced by a roll-off Collection Vehicle.

"Electronic Waste (E-Waste)" means discarded electronic equipment including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular

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telephones, and other electronic devices. Some E-Waste or components thereof may be Hazardous Waste and thus require special handling, Processing, or Disposal.

"Emergency Services" means Franchise Services, other than those specified under this grant of Agreement, provided during or as a result of an emergency which threatens the public health or safety, as determined by the District General Manager.

"Event of Default" means only the events described in Section 11.1.A.

"Excluded Waste" means Hazardous Waste, Infectious Waste, U-Waste, E-Waste, volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material, waste that Contractor reasonably believes would, as a result of or upon 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, 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 the District to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

"Food Scraps" means those discarded materials that will decompose and/or putrefy including: (i) all kitchen and table food waste; (ii) animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; (iii) discarded paper that is contaminated with Food Scraps; (iv) fruit waste, grain waste, dairy waste, meat, and fish waste; and, (v) non-Recyclable paper or contaminated paper. Food Scraps are a subset of Organic Materials.

"Franchise" means the right granted by the District to Contractor to provide Solid Waste, Recyclable Materials, and Organic Materials Collection and Transport services within the Franchise Area in accordance with the terms and conditions of this Agreement.

"Franchise Area" means the geographic area generally known as the unincorporated community of Kensington in the western portion of the County described in Exhibit E to this Agreement. Exhibit E may be amended from time to time to reflect changes of boundaries of the Franchise Area in such a manner as to identify each alteration to the Franchise Area and the effective date thereof.

"Franchise Fee" means the fees paid by Contractor to the District for the privilege to hold the rights granted by this Agreement.

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

"Generator" means any person that generates, produces, or discards Solid Waste, Recyclable Materials, and Organic Materials.

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

"**Governmental Fee**" shall mean any fee or surcharge imposed by a governmental entity other than the District including without limitation the State, County, or Local Enforcement Agency. Governmental Fees are a component of the Tipping Fee.

"**Green Waste**" means grass, lawn clippings, shrubs, plants, weeds, small branches and other forms of organic materials generated from landscapes or gardens, separated from other Solid Waste. Green Waste is a subset of Organic Materials.

"**Gross Receipts**" shall mean total cash receipts collected from Customers by the Contractor for the provision of services pursuant to this Agreement, without any deductions. Gross Receipts do not include revenues from the sale of Recyclable Materials.

"**Hazardous Waste**" means:

- A. Any waste which by reason of its quality, concentration, composition, or physical, chemical, or infectious characteristics may do either of the following: cause, or significantly contribute to, an increase in mortality or an increase in serious irreversible, or incapacitating reversible, illness, or pose a substantial threat or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise mismanaged, or any waste which is defined or regulated as a Hazardous Waste, toxic substance, hazardous chemical substance or mixture, or asbestos under Applicable Law, as amended from time to time, including, but not limited to:
 1. The Resource Conservation and Recovery Act and the regulations contained in 40 CFR Parts 260-281.
 2. The Toxic Substance Control Act (15 U.S.C. Section 2601 et seq.) and the regulations contained in 40 CFR Parts 761-766.
 3. The California Health & Safety Code Section 25117 (west 1992 & Supp. 1998).
 4. The California Public Resources Code Section 40141 (West 1996).
 5. Future additional or substitute federal, state or local laws pertaining to the identification, treatment, storage, or disposal of toxic substances or Hazardous Wastes.
- B. Radioactive materials which are source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954 (42 U.S.C. Section 2011 et seq.) and the regulations contained in 10 CFR Part 40.

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

- A. Of a nature that they must be listed as hazardous in State statutes and regulations;
- B. Toxic/ignitable/corrosive/reactive; and,
- C. Carcinogenic/mutagenic/teratogenic

which are discarded from Residential Premises as opposed to businesses. Household Hazardous Waste shall not include unacceptable waste.

"Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments that are identified in Health and Safety Code Section 25117.5 as may be amended from time to time.

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

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

"Line of Business" means any of the following services provided by the Contractor: Residential Solid Waste, Residential Recyclable Materials, Residential Organic Materials, Commercial Solid Waste, Commercial Recyclable Materials, and Commercial Organic Materials.

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

"Liquidated Damages" means the amounts due by Contractor for failure to meet specific quantifiable standards of performance as described in Section 11.2.

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

"Multiple-Unit Dwelling" means any building in the District, other than a Single-Unit Dwelling, lawfully occupied for human shelter.

"Multi-Family" means any Multiple-Unit Dwelling with five or more dwelling units and/or refers to programs serving the Customers living in such properties.

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

"**Organic Materials**" means any combination of Food Scraps and Green Waste.

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

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

"**Person(s)**" means any individual, firm, association, organization, partnership, corporation, trust, joint venture, or public entity.

"**Premises**" means any land or building in the District where Solid Waste, Recyclable Materials, and Organic Materials are generated or accumulated.

"**Process**" or "**Processing**" means to prepare, treat, Recycle, or convert through some special method.

"**Processing Facility**" means a permitted facility in which materials are sorted, separated, or otherwise manipulated for the purposes of Recycling, reuse, or Composting.

"**Rate**" means the maximum amount, expressed as a dollar unit, approved by the District that the Contractor may bill a Customer for providing Franchise Services under this Agreement. A Rate has been established for each individual Service Level. The Rates approved by District are the maximum Rate that Contractor may charge a Customer and Contractor may, in its sole discretion, charge any amount up to and including the maximum Rate approved by the District.

"**Rate Adjustment Factor**" shall mean the amount, expressed as a percentage, by which each of the operating, Disposal, Processing, and fee components of each Rate are adjusted. The Rate Adjustment Factor for each component shall be calculated separately.

"**Recovered Materials**" means the products, excluding Residual Waste, produced by the Processing of Recyclable Materials and Organic Materials.

"**Recyclable Materials**" means materials, by-products, or components of such materials that are set aside, handled, or packaged for the purpose of being Recycled. Recyclable Materials include glass, paper, cardboard, wood, concrete, plastic, ferrous and non-ferrous metal, aluminum and any other materials that are capable of being Recycled.

"**Recycle**," "**Recycled**," or "**Recycling**" means the Process of collecting, sorting, cleansing, treating, reconstituting, or otherwise Processing materials that are or would otherwise become Solid Waste and

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returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.

"Residential" shall mean of, from, or pertaining to a Single-Unit Dwelling Premises or Multi-Unit Dwelling Premises with four (4) or less units including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments with four (4) or less units.

"Residual Waste" means any material remaining after the Processing, by any means and to any extent of Solid Waste, Recyclable Materials, or Organic Materials.

"Routing and Collection System" means the Routing and Collection System for Solid Waste, Recyclable Materials, and Organic Materials which is in effect as of the Agreement Date.

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

"Service Level" refers to the size of a Customer's Container and the frequency of Collection services which form the basis for provision of and charges for service.

"Single-Stream Recyclable Materials" means Recyclable Materials Contractor Collects from Residential and Commercial Customers including but not limited to: newspaper, cardboard, mixed color paper, white paper, junk mail, magazines, telephone books, paper bags, cereal and food boxes, egg cartons, plastic bottles and containers labeled #1-7, plastic milk containers, plastic bags, detergent containers, clear, brown, and green food and beverage container glass, cans of aluminum, steel, tin, food cans, empty aerosol cans, pie tins or other materials having economic value contained within a load of Recyclable Materials, and may also include any other type of Recyclable Material agreed on by the Parties. Single-Stream Recyclable Materials shall include, at a minimum, Recyclable Materials specified for collection in Contra Costa County Ordinance Section 418-10.604.

"Single-Unit Dwelling" means a dwelling designed for or occupied exclusively for human shelter by one (1) family.

"Solid Waste" means all garbage, refuse, rubbish, and other materials and substances discarded or rejected as being spent, useless, worthless, or in excess to the Generator thereof at the time of such discard or rejection and which are normally discarded by or collected from Residential Premises, Commercial Premises, which are acceptable at Class III landfills under Applicable Law, and which are

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originally discarded by the first Generator thereof and have not been previously Processed. Solid Waste does not include Hazardous Waste, Medical Waste, Infectious Waste, Liquid Waste, Scrap Materials, Construction and Demolition Debris, or self-hauled waste. Solid Waste includes only those materials which were originally discarded by the first Generator thereof, prior to any Processing at any Collection Premises within the District.

"**Special Circumstance**" means a circumstance which, when occurring, permits, but does not require the Contractor or the District to seek an adjustment in the Rates for Service, and which then requires District General Manager to review such application and make a recommendation to the District Board as to whether the Rate should be adjusted up or down, or remain unchanged. The continuing need for any and all previously-approved Special Circumstance Rate adjustments shall be reviewed at the time of each subsequent Rate adjustment.

"**Special Service**" means a level of Collection service in excess of that offered by the Contractor as its basic level of service, at an additional cost to the Customer and may include, but is not limited to, additional Containers or more frequent Collections. "Special Service" does not mean the reasonable accommodation of an individual with a disability. The charge for any Special Service shall be reviewed by the District General Manager.

"**SRRE**" means the County's Source Reduction and Recycling Element approved by CalRecycle, as the element may be amended from time to time, all in accordance with AB 939 and regulations related thereto, as they may be amended from time to time.

"**State**" means the State of California.

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

"**Term**" means the Term of this Agreement, including extension periods if granted, as provided for in Section 3.1.

"**Tipping Fee**" shall mean the amount or Tipping Fee charged for each Ton or unit of material delivered to an Approved Facility. The "current approved" Tipping Fees shall be the Tipping Fees in place on January 1 immediately preceding the submission of the Rate Application.

"**Ton**" or "**Tonnage**" means a unit of measure for weight equivalent to two thousand (2,000) standard pounds where each pound contains sixteen (16) ounces.

"**Total Contractor's Compensation**" shall mean the total amount to be used as a basis for determining the Rate Adjustment Factor. The Total Contractor's Compensation does not reflect or in any way guarantee the Gross Receipts that are to be generated by Rates or retained by the Contractor.

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"Transfer" means the act of transferring the materials Collected by Contractor in their route vehicles into larger vehicles for Transport to other facilities for the purpose of Recycling or Disposing of such materials.

"Transport" or "Transportation" (or any variation thereof) means the act of conveyance from one place to another or state of being Transported.

"Uncontrollable Circumstance" means only one (1) or more of the following specified acts, events, or conditions, whether affecting the Operating Assets, an Approved Facility, the District, or the Contractor, to the extent that it materially and adversely affects the ability of the Contractor to perform any obligation under the Agreement (except for payment obligations), if such act, event or condition is beyond the reasonable control, and is not also the result of the willful or negligent act, error, or omission or failure to exercise reasonable diligence on the part of the Contractor, provided however, that the contesting in good faith or the failure in good faith to contest such action or inaction shall not be construed as willful or negligent action or a lack of reasonable diligence of the Contractor:

- A. An act of God (but not including reasonably anticipated weather conditions for the District), hurricane, landslide, lightning, earthquake, fire, explosion, flood, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot or civil disturbance.
- B. A Change in Law (as defined herein).
- C. Preemption of materials or services by a Governmental Body in connection with a public emergency or any condemnation or other taking by eminent domain of any portion of the Operating Assets.
- D. The first seven (7) days of a strike, work stoppage, or other labor dispute or disturbance occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with the Operating Assets or the Franchise Services, provided the Contractor has implemented a contingency plan satisfactory to the District General Manager.

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

- 1. General economic conditions, interest or inflation rates, currency fluctuations or changes in the cost or availability of fuel, commodities, supplies, or equipment;
- 2. Changes in the financial condition of the District, the Contractor, or any of its Affiliates, or any Subcontractor affecting their ability to perform their obligations;
- 3. The consequences of errors, neglect, or omission by the Contractor, any of its Affiliates, or any Subcontractor of any tier in the performance of the Franchise Services;

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4. The failure of the Contractor to secure patents or licenses in connection with the technology necessary to perform its obligations hereunder;
5. Union work rules, requirements, or demands which have the effect of increasing the number of employees employed in connection with the Operating Assets, or otherwise increase the cost to the Contractor of operating and maintaining the Operating Assets or providing the Franchise Services;
6. Any strikes, work stoppages, or other labor disputes or disturbances occurring with respect to any activity performed or to be performed by the Contractor or any of the Contractor's Subcontractors in connection with the Operating Assets or the Franchise Services and which last beyond seven (7) days;
7. Any failure of any Subcontractor to furnish labor, materials, service, or equipment for any reason;
8. Vehicle or equipment failure;
9. Any impact of prevailing wage law, customs, or practices on the Contractor's construction or operating costs; or,
10. Any act, event, or circumstance occurring outside of the United States.

"**Universal Waste (U-Waste)**" means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

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

EXHIBIT B RATE ADJUSTMENT METHODOLOGY

General

Subject to the terms herein, the Contractor shall be entitled to an annual adjustment of all Rates. Contractor shall submit its calculation of a Rate adjustment to the District General Manager on or before October 1 of each year. Contractor's Rate calculations shall include a proposed new Rate schedule, all supporting calculations, and any other documentation or evidence determined by the District General Manager to be reasonably necessary to ensure that the calculation of Rate adjustments has been performed in strict conformance to the requirements of this Exhibit B.

The District General Manager shall make a good faith effort to approve Rates by November 1 of each year, and such Rates shall be effective on each subsequent January 1. If Rates are not effective by January 1 due to a delay caused solely by the District, District shall allow Contractor to retroactively bill Customers for the amount of the Rate increase for any period of said delay that is solely caused by the District. If Rates are not effective by January 1 as a result of Contractor's delay in submitting the Rate calculations in a complete and accurate form, then prior Rates remain in effect until such adjustment is made.

Index Rate Adjustment

The index Rate adjustment methodology involves adjusting then-current Rates by the CPI to determine the Rates for the coming calendar year. The intent of performing the index-based adjustment is to allow Contractor's Compensation to be adjusted annually throughout the Term of this Agreement using a simple mathematical formula based on a readily available price index, rather than conducting the rate adjustments through review of actual changes in Contractor's costs for providing service.

If the CPI is discontinued or revised during the Term by the BLS, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if said index had not been discontinued or revised.

Calculation Method

Contractor shall calculate the adjustment to its Rates using the following methodology:

Step 1: Determine the Annual Percentage Change in the CPI. The Annual Percentage Change means the percentage change in the CPI for August over the prior year as reported by the U.S. Bureau of Labor Statistics. As of the Effective Date, the percentage change in CPI shall be obtained from U.S. Bureau of Labor Statistics "Table 16. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, by expenditure category and commodity and service-group" for San Francisco-Oakland-San Jose, CA. An example of this table is provided herein. The Annual Percentage Change shall be rounded to the nearest tenth percent (0.1%).

EXHIBIT B RATE ADJUSTMENT METHODOLOGY

Table B3. Consumer Price Index for All Urban Consumers (CPI-U): Selected areas, by expenditure category and commodity and service group-Continued
(1982=100, unless otherwise noted)

Commodity and service group	Monthly index and percentage change ¹					
	San Francisco-Oakland-San Jose, CA			Santa-Tecoma-Bronson, WA		
	Index	Percent change from—		Index	Percent change from—	
		Aug 2014	Aug 2013		July 2014	Aug 2013
Expenditure category						
All items	253.354	3.0	0.8	247.165	1.8	-0.2
All items (1982=100) ²	778.850			753.815		
Food and beverages						
Food	259.008	4.1	1.0	251.651	2.7	4
Food at home	256.528	3.8	7	254.356	2.7	4
Food away from home	248.412	6.4	5	243.270	3.5	4
Alcoholic beverages	252.111	2.2	8	271.857	1.7	3
	252.361	2.7	-6.0	219.252	2.5	1.2
Housing						
Rent of private residence ³	279.765	4.2	1.0	282.591	3.7	3
Rent of primary residence ³	315.195	4.5	1.2	293.261	4.4	5
Owners' equivalent rent of residences ^{3,4}	352.421	5.8	1.2	334.238	5.0	2
Owners' equivalent rent of primary residence ^{3,4}	329.570	4.7	8	305.269	4.6	6
Rent and utility	329.578	4.7	8	305.269	4.6	6
Household energy	331.435	2.7	-2	245.225	1.3	1
Electricity ⁵	322.311	3	-3.4	224.612	-1	-1
Energy services ⁵	302.277	3	-3.4	264.827	3	0
Electricity ⁵	315.533	2.3	-3.9	278.125	3	0
Utility (excl. gas) services ⁵	201.525	11.6	1.0	181.525	1	-0
Household furnishings and operations	132.845	3	2	170.251	3	-4
Apparel	116.393	8	1.8	132.457	8	6
Transportation						
Private transportation	165.229	4	-3.6	232.228	3	-3.7
Motor fuel	167.212	1	3.1	244.922	4	-6
Gasoline (all types)	267.488	2.0	-4.8	415.431	1.3	2.4
Gasoline, unleaded regular ⁶	284.273	2.0	-4.9	422.581	1.2	-2.4
Gasoline, unleaded midgrade ⁶	287.843	2.0	-4.9	458.790	1.2	-2.4
Gasoline, unleaded premium ⁶	273.285	2.9	4.7	325.875	1.9	-2.4
Gasoline, unleaded premium ⁶	274.736	1.0	-4.7	370.894	1.1	-2.2
Medical care	NA	-	-	NA	-	-
Recreation ⁷	169.840	-5	-7	85.360	-1.0	5
Education and communication ⁷	141.870	-1.1	-2	136.462	1.5	4
Durable goods and services	427.337	2.5	-1	396.334	1.8	1.8
Commodity and service group						
All items	253.354	3.0	0.8	247.165	1.8	-0.2
Commodities	184.735	3.3	-0.6	185.227	4	-3
Commodities less food and beverages	145.071	-7	-1.8	167.938	-1.1	-7
Services less food and beverages	189.655	5	-1.5	293.163	3	-1.1
Services	102.630	-2.5	-1.9	123.046	-2.1	-1
	319.040	3.4	3	255.122	2.8	1
Special aggregate indexes						
All items less medical care	245.205	2.7	0	241.196	2.0	-1
All items less shelter	228.260	1.8	-7	230.237	6	-5
Commodities less food	150.289	-4	-1.4	170.191	-0.9	0
Household less food	254.032	2.5	-2	228.373	1.1	3
Household less food and energy	193.439	1.0	-1.1	207.529	0	-0.9
Services less rent of shelter ⁸	321.638	2.5	-8	304.823	0	-0.9
Energy	301.978	3.6	4	285.180	3.1	-2
Energy	302.711	1.1	-1.1	327.580	1.0	-1.6
All items less food and energy	254.458	3.1	3	244.849	1.9	-1
		2.9	2	243.071	1.7	-1

1. Items on pricing schedule 1 (see Table B1) are seasonally adjusted.
 2. Index on a 1982=100 scale.
 3. The index on a 1982=100 scale is based on the 1982=100 index.
 4. Includes both market and non-market transactions.
 5. Includes both market and non-market transactions.
 6. Special index based on a methodology similar to the one used for the gasoline index.
 7. Includes both market and non-market transactions.
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 100. Includes both market and non-market transactions.

EXHIBIT B RATE ADJUSTMENT METHODOLOGY

Step 2: Specify the Rate Adjustment Factor, which shall equal:

1. The Annual Percentage Change in CPI (determined in Step 1) if the Annual Percentage Change is equal to or greater than 3.0% and equal to or less than 5.0%; or
2. 3.0% if the Annual Percentage Change in CPI is less than 3.0%; or,
3. 5.0% if the Annual Percentage Change in CPI is greater than 5.0%.

Step 3: Calculate the adjusted value for each Rate charged under this Agreement, rounded to the nearest cent, as follows:

Adjusted Rate = Then-current Rate x (1 + Rate Adjustment Factor) with the exception that the 20-gallon Rate shall equal the adjusted monthly 32-gallon Rate less \$4.00

For example, assuming:

1. Then-current Rate for a 32-gallon can = \$40.00
2. Rate Adjustment Factor = Annual Percentage Change in CPI = 3.54%
3. Adjusted Rate for a 32-gallon can = $\$40.00 \times (1 + 0.0354) = \41.42

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EXHIBIT C APPROVED SUBCONTRACTORS

As of the Commencement Date of this Agreement, approved Subcontractors shall include the following companies for provision of services specified herein:

- (i) Republic Services, Inc. (or its affiliated entities) for provision of Transfer, Processing and Disposal services at the following Approved Facilities:
 - a. Transfer services at the Golden Bear Waste Recycling Center located at the foot of Parr Boulevard, Richmond, CA (an Approved Transfer Facility);
 - b. Processing of Organic Materials at the composting facility at the West Contra Costa Sanitary Landfill (WCCSL) Organics Processing Facility located at the foot of Parr Boulevard, Richmond, CA (an Approved Organics Materials Processing Facility);
 - c. Processing of Recyclables Materials at the West County Resource Recovery Facility located at 101 Pittsburg Avenue, Richmond, CA or the Newby Island Recycling Facility (also known as BFI's Recyclery) located at 1601 Dixon Landing Road, San Jose, CA (Approved Recyclable Materials Processing Facilities); and,
 - d. Disposal of Solid Waste at Keller Canyon Landfill located at 901 Bailey Road, Pittsburg, CA (an Approved Disposal Facility).

- (ii) Waste Connections, Inc. (or its affiliated entities) for provision of Disposal services at Potrero Hills Landfill located at 3675 Potrero Hills Road, Suisun City, CA (an Approved Disposal Facility).

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EXHIBIT D REPORTING REQUIREMENTS

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

1. Determine and set Rates and evaluate the financial efficacy of operations.
2. Evaluate past and expected progress towards achieving the Contractor's Diversion goals and objectives.
3. Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under AB 939 and AB 341.
4. Determine needs for adjustment to programs.
5. Evaluate Customer service and complaints.

CERCLA Reporting

District views its ability to defend itself against Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), and related litigation as a matter of great importance. For this reason, District regards its ability to prove where Collected Solid Waste is taken for Transfer or Disposal. Contractor shall maintain records which can establish where Solid Waste Collected was Disposed. This provision shall survive the expiration or earlier termination of this Agreement. Contractor shall maintain these records for a minimum of ten (10) years beyond expiration or earlier termination of the Agreement. Contractor shall provide these records to the District (upon request or at the end of the record retention period) in an organized and indexed manner rather than destroying or disposing of them.

Quarterly Report Content

Quarterly reports shall be presented by Contractor to show the following information for each month in the reported quarter and include a quarterly average. In addition, each quarterly report shall show the past four (4) quarters average for data comparison (the first three (3) quarters of the Agreement shall only include the available quarterly information). Contractor shall submit quarterly reports on the fifteen day (15th) following the end of the calendar quarter (e.g., April 15 for the prior quarter).

1. Tonnage Report

- A. Tonnage delivered to each Approved Facility by Customer Type, subtotaling and clearly identifying those Tons that are Disposed and those that are Diverted.
- B. Recyclable Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.
- C. Organic Materials Tonnage Marketed (by commodity and including average commodity value for each) and Processing Residue Tonnage Disposed.

EXHIBIT D REPORTING REQUIREMENTS

2. Customer Report

- A. Number of Customers by Customer Type.
- B. Number of Containers at each Service Level by Customer Type and program. Summarizing the total gallons of Container service, cubic yards of Bin service, and pulls and cubic yards or Tons of Drop Box and Compactor service by Customer Type. Report should calculate the average volume of service received per Single-Family Customer and Commercial Customer.
- C. Participation level (i.e., the number of Residential Customers participating in the Recycling and Organic Materials program) based on one sample week during each calendar quarter.

3. Customer Service Report

- A. Number of Customer calls listed separately by complaints and inquiries (where inquiries include requests for Recycling information, Rate information, etc.). For complaints, list the number of calls separately by category (e.g., missed pickups, scheduled cleanups, billing concerns, damage claims, etc.).
- B. Number of new service requests for each Customer Type and program.
- C. Number of events of Discarded Materials being tagged for non-Collection summarized by the reason for tagging (e.g., inclusion of non-Recyclable materials, improper setout, Hazardous Waste, etc.).

4. **Education and Outreach Report.** Identify what, if any, public education and outreach Contractor performed.

5. Revenue Report

- A. Provide a statement detailing Gross Receipts from all operations conducted or permitted pursuant to this Agreement as required by Section 8.2.
- B. Maintain a list of Customers that are forty five (45) or more calendar days past due and include the following information for each delinquent account: name; service address; contact information; number of days the account is delinquent; method(s) the Contractor has used to attempt collection of the bad debt including date of such attempt(s); and, identification, if, and when the Contractor plans to or did stop service to a delinquent account.

Annual Report Content

The annual report shall be the fourth quarterly report plus the following additional information.

1. Summary Assessment

Provide a summary assessment of the programs performed under this Agreement from Contractor's perspective relative to the financial and physical status of the program. The physical status assessment shall reflect how well the program is operating in terms of efficiency, economy, and effectiveness in

EXHIBIT D REPORTING REQUIREMENTS

meeting all the goals and objectives of this Agreement, particularly the Contractor's diversion goals. Provide recommendations and plans to improve. Highlight significant accomplishments and problems.

2. Vehicle Inventory

Provide a listing of all vehicles used in performing services under this Agreement including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.

3. Recyclables and Organics Markets

Contractor shall include a listing of markets for Recovered Materials and the end use of these materials. This type of information is intended to help the District gauge the sustainability of Recycling markets and the ultimate Disposal of all types of materials Collected.

4. Operational Statistics and Information

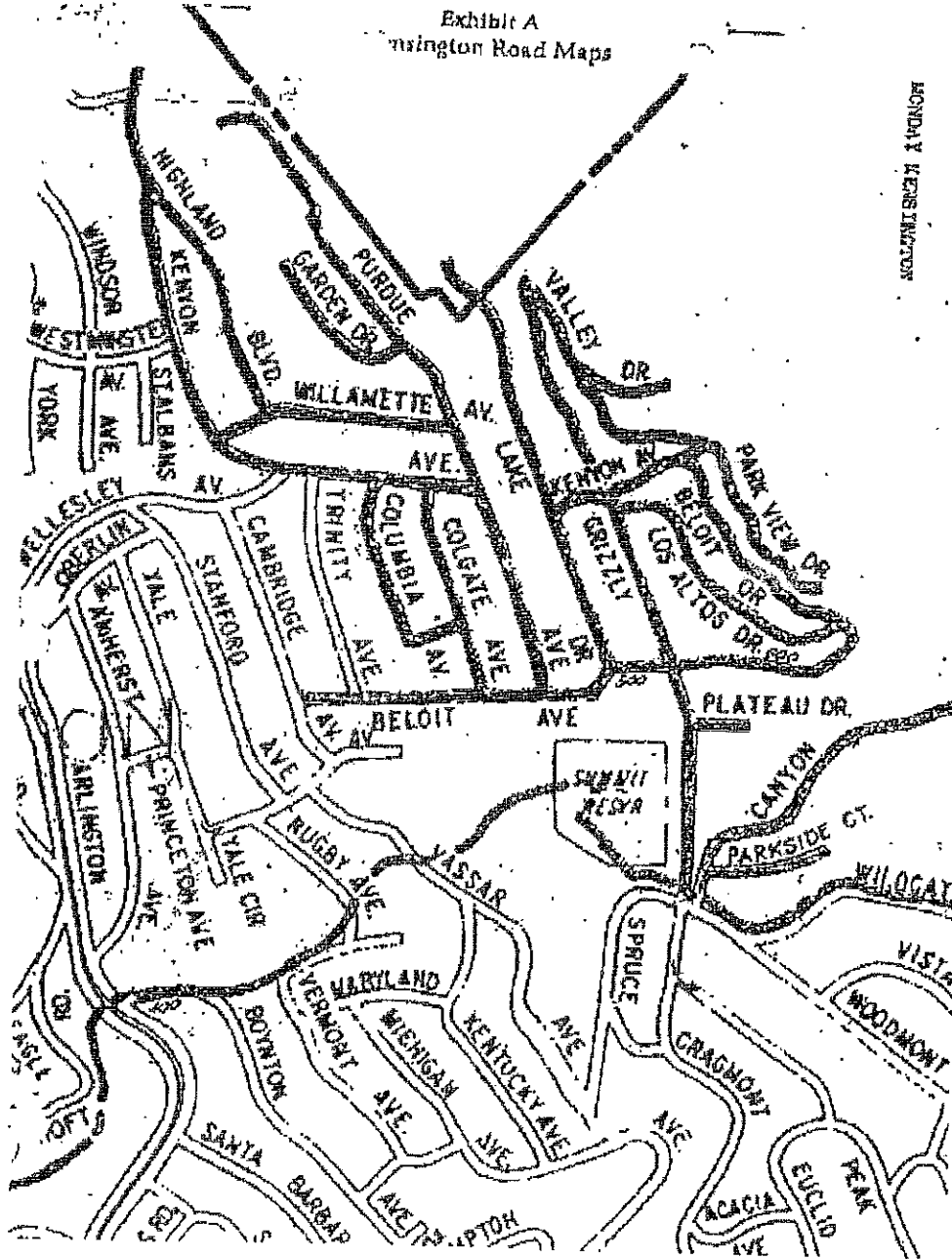
- A. Number of routes per day by Customer Type and number of operating hours per route
- B. Crew size per route
- B. Personnel:
 - i. Organizational chart.
 - ii. Job classifications and number of employees (e.g., administrative, Customer service representatives, drivers, supervisors, educational staff).
 - iii. Number of hours per job classification per year

5. **Financial Statement.** An annual CPA-reviewed financial statement prepared by an independent certified public accountant (CPA), who is not an employee of the Contractor or of an Affiliate, in accordance with GAAP for the most-recently completed calendar period. Such report shall be provided by March 30 of each year commencing March 30, 2016.

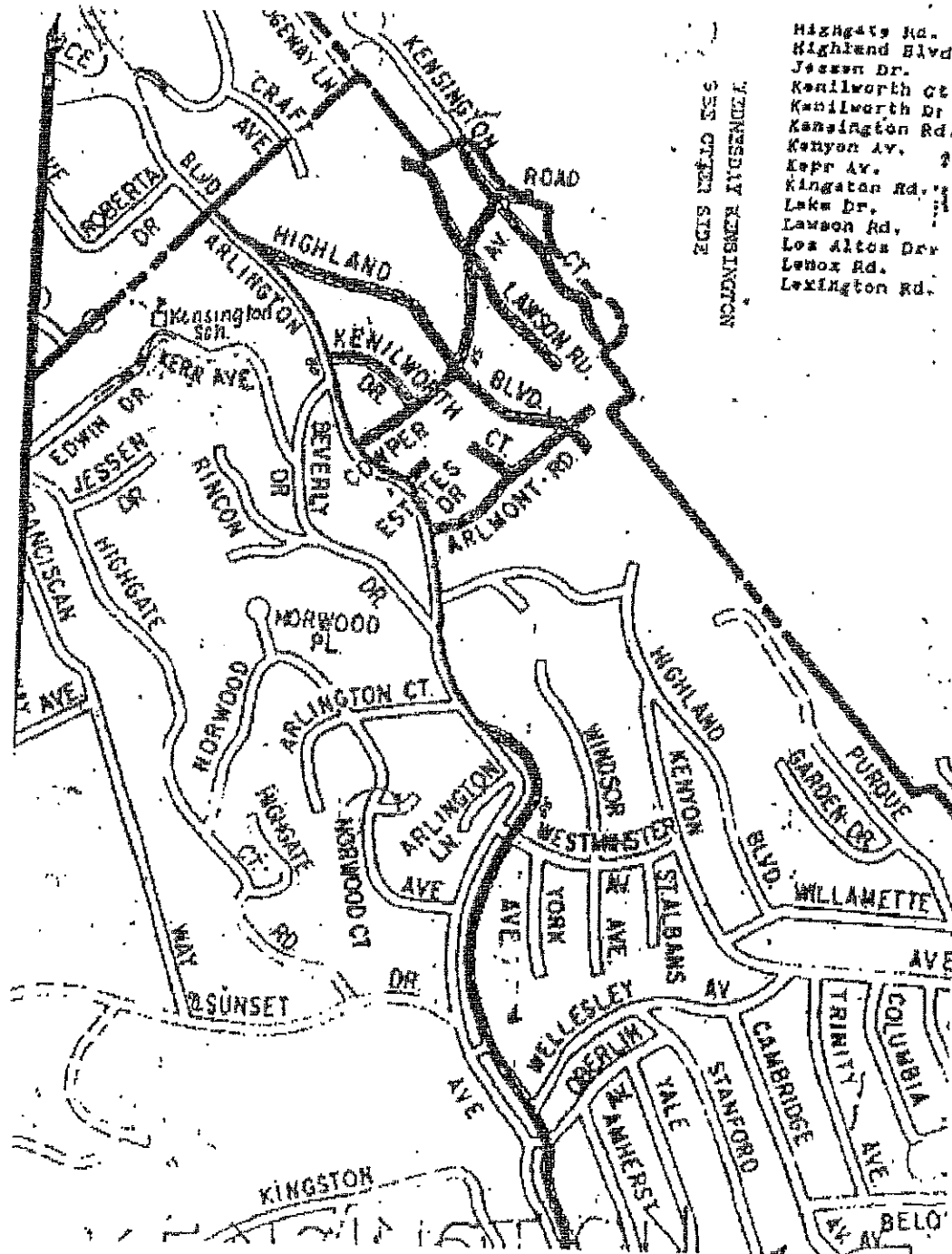
6. **Audit of Gross Receipts and Franchise Fees.** An annual CPA-audited financial statement of Gross Receipts and Franchise Fees paid to the District prepared by an independent CPA, who is not an employee of the Contractor or of an Affiliate, for the most-recently completed calendar period. The purpose of such report shall be to establish that services are being billed and Franchise Fees are being paid in accordance with the Agreement. Such report shall be provided by March 30 of each year commencing March 30, 2016.

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EXHIBIT E
MAP OF DISTRICT FRANCHISE AREA



**EXHIBIT E (CONT.)
MAP OF DISTRICT FRANCHISE AREA**



HIGHGATE RD.
 HIGHLAND BLVD.
 JESSEN DR.
 KENILWORTH CT.
 KENILWORTH DR.
 KENILWORTH RD.
 KENYON AV.
 KEPR AV.
 KINGATAN RD.
 LAKE DR.
 LAWSON RD.
 LOS ALTOS DR.
 LENOX RD.
 LEXINGTON RD.

EXHIBIT E (CONT.)
MAP OF DISTRICT FRANCHISE AREA

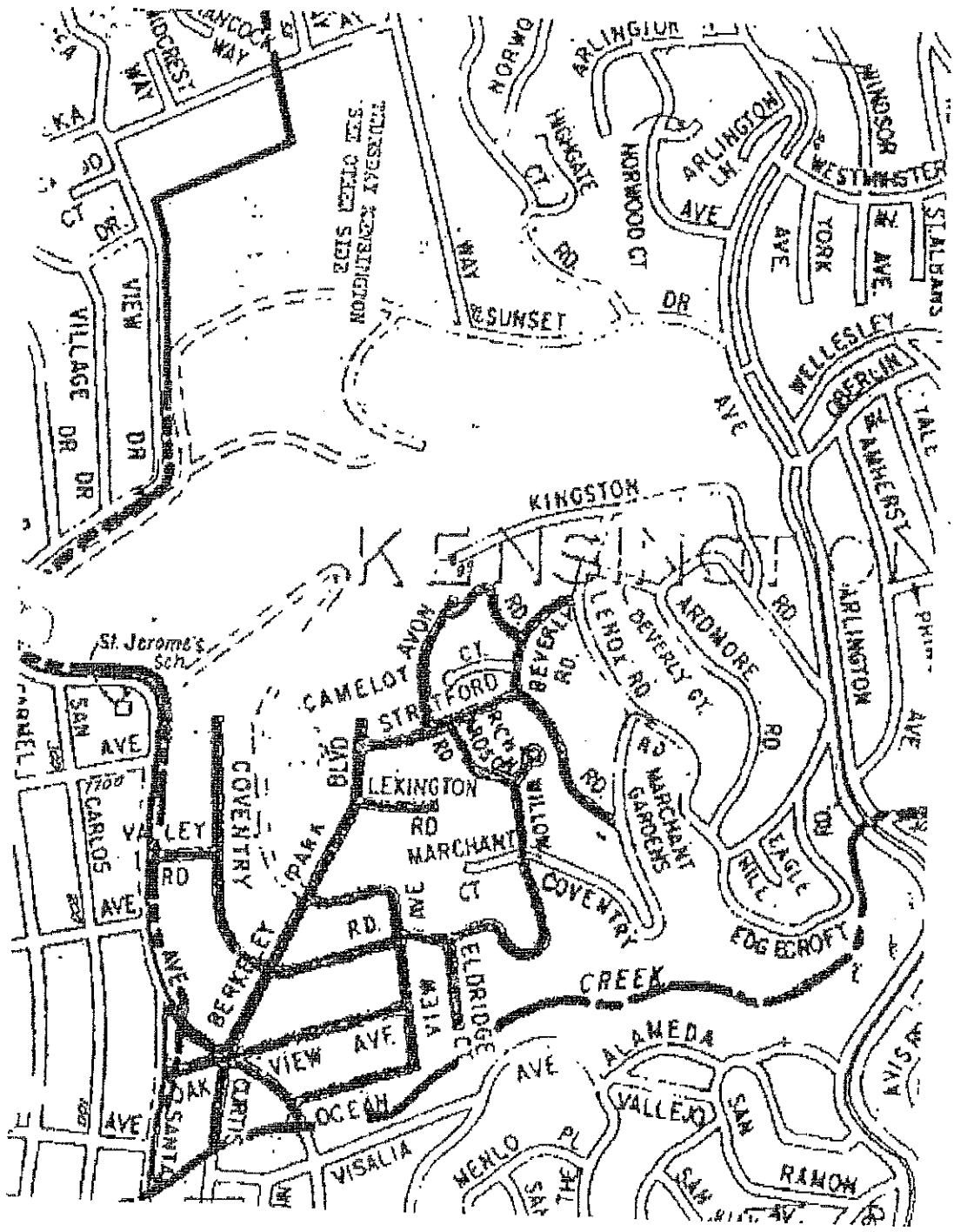
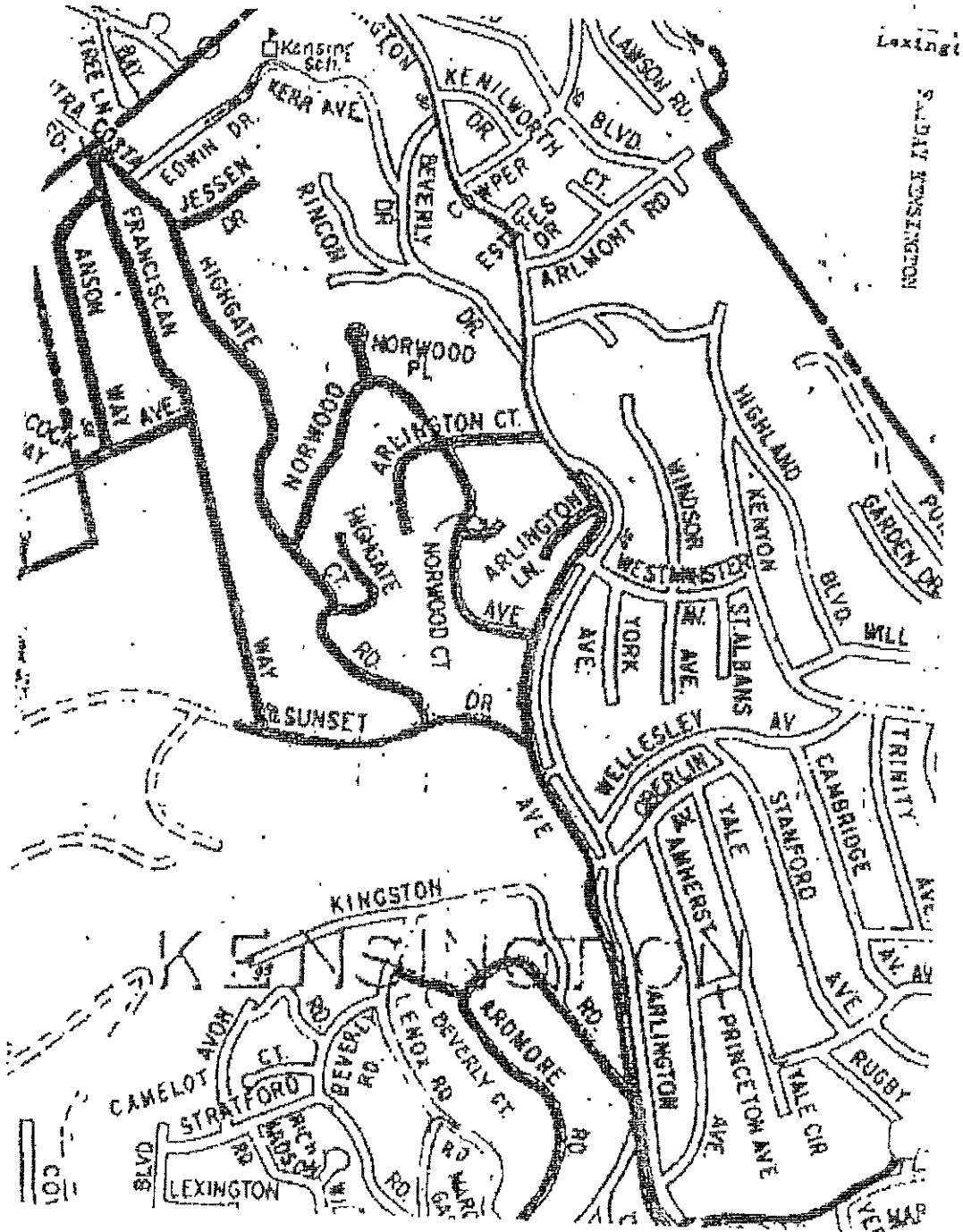


EXHIBIT E (CONT.)
MAP OF DISTRICT FRANCHISE AREA



UNINCORPORATED COUNTY DIVERSION DATA REPORTING FORM

Service Provider: _____
 Program Type: _____
 Unincorporated Service Area: _____
 Is the data taken from an annual report (Yes or No)? _____
 If not, which quarter of the year (e.g. 1,2,3 or 4)? _____
 Year: _____

MATERIAL TYPES
ENTER TONNAGES (unless otherwise specified) BY MATERIAL TYPE

Abbreviations are shown in parenthesis

PAPER

Corrugated Cardboard (OCC): _____
 Newsprint (ONP): _____
 High grade (HG): _____
 Mixed Paper (MP): _____
 Magazines (OMG): _____

PLASTIC

Polythylene Terephthalate #1 (PET) _____
 High Density Polyethylene #2 (HDPE) _____
 Polyvinyl Chloride #3 (PVC) _____
 Low Density Polyethylene #4 (LDPE) _____
 Polypropylene #5 (PP): _____
 Polystyrene #6 (PS): _____
 Other (P-X): _____

GLASS

CA Redemption Value Cont. (CRV) _____
 Non CRV Bottles and Jars (No CRV) _____
 Other Glass (GLS): _____

METAL

Aluminum Cans (UBC): _____
 Tinned cans and ferrous (Fe): _____
 Other non-ferrous (N-Fe): _____
 Generic Metal (Mixed): _____

ORGANICS

Yard Waste (YW): _____
 Food Waste (FW): _____
 Wood Waste (WW): _____
 Mixed Organic Waste (MOW): _____

HHW / E-WASTE

Used Oil – gallons: _____
 Oil Filters – each: _____
 Antifreeze – gallons: _____
 Auto Batteries – each: _____
 Latex Paint – cans: _____
 TVs and Monitors (CRTs) – each: _____
 E-Waste – each: _____

INERTS, CONSTRUCTION / DEMOLITION, DIRT

Mixed C and D (C and D): _____
 Inerts (INRT): _____
 Asphalt (Asph) _____
 Concrete (Conc): _____
 Dirt/Soil (Dirt): _____

OTHER MATERIALS

Beverage Containers (Bev Cont): _____
 Textiles (TX): _____
 TS/LF Salvage (Salvage): _____
 White Goods (WG): _____
 Reusables (REUSE): _____
 Tires – each: _____
 Commingled: _____
 Other (OTHER): _____
 Residuals (Non-Diversion): _____

Completed by: _____
 Phone No. _____
 E-Mail _____

Date: _____

Instructions for completing diversion data forms:

The attached form has been designed to assist Contra Costa County in compiling information on diversion programs in unincorporated areas of the County. The use of these forms will aid County staff in tracking the progress of individual waste diversion programs and unincorporated communities. The following instructions have been written to assist you in accurate and efficient completion of these forms:

- **Service Provider:** Enter the name of your company or franchised service provider.
- **Program Type:** Enter the program name (for example: curbside drop-off, drop-off, greenwaste collection). **Complete a separate form for each program!**
- **Unincorporated Service Area:** If possible, indicate the Unincorporated Service Area where the materials came from (e.g. Crockett). If specific information is unavailable, use a more general description to identify the location or region (e.g. use West County to identify materials collected in the western region of Contra Costa County). **Complete a separate form for each Unincorporated Area!**
- On the next two lines, please indicate whether the data represents an entire year or is a single quarter. If data is for a single quarter, be sure to use a new form for each quarter of data.
- Enter the tonnages of each material type you handle. If you have a material type that does not appear on the list, use one of the categories listed as listed as "other" to report materials. For paper grades not listed, use either "mixed paper" or "high grade paper", as appropriate.
- Use the space provided under "notes" to make any special comments about the data presented in the form.
- At the bottom of the page write your name, the name of your organization and phone number, the date; and the current page and total number of pages being submitted.

If you have any questions or concerns regarding the completion of these forms, please call Marjorie Koll or Deidra Dingman at (925) 674-7203.

Thank You For Your Assistance!