UNIFIED FRANCHISE AGREEMENT

FOR THE

EXCLUSIVE COLLECTION OF SOLID WASTE AND RECYCLABLES IN
UNINCORPORATED MONTEREY COUNTY

BETWEEN

COUNTY OF MONTEREY

AND

USA Waste of California, Inc. DBA Carmel Marina Corporation
Unified Franchise Agreement for the Collection of Solid Waste and Recyclables in Unincorporated Monterey County

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1.01 AB 939. The California Integrated Waste Management Act of 1989 (California Public Resources Code Sections 40000 et seq.), as it may be amended from time to time.
1.02 Agreement. The written document and all amendments thereto between COUNTY and CONTRACTOR governing the provision of Collection Services as provided herein, including all exhibits hereto, as it may be amended from time to time.
1.03 Agreement Year. A twelve month period beginning on July 1st and ending on June 30th.
1.04 Alternative Daily Cover (ADC). Disposal Facility cover material, at least six (6) inches of earthen material, placed on the surface of the active face of the refuse fill area at the end of each operating day to control vectors, fires, odor, blowing litter and scavenging, as defined in Section 20164 of the California Code of Regulations.
1.05 Bin. A Container, with a capacity of at least one (1) cubic yard designed or intended to be mechanically dumped into a loader packer type truck. Bins may also include Compactors that are owned by the Customer wherein the Collection Services occur.
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1.06 Board. The Board of Supervisors of Monterey County.

1.07 Bulky Items. Discarded materials, such as large and small household appliances (including refrigerators), furniture, carpets, mattresses, White Goods, clothing, un-mounted tires, and oversized Green Waste such as tree trimmings and large branches, and similar large items which can be handled by two (2) people; or some combination of such items in a Container the dimensions of which Container does not exceed four feet by four feet by two feet (4'x4'x2') and weighing no more than seventy-five (75) pounds, which are attributed to the normal activities of a Customer. Bulky Items must be generated by the Customer and at the service address wherein the Bulky Items are Collected. Bulky Items do not include items herein defined as Unacceptable Waste or Construction and Demolition Debris.

1.08 Calendar Year. A period of twelve (12) months beginning January 1st and ending December 31st.

1.09 Can. A metal or plastic receptacle, with a lid and handles, capable of being Collected manually of approximately thirty-three (33) gallons.

1.10 Cart. A heavy plastic receptacle with a rated capacity of at least twenty (20) gallons and not more than ninety-six (96) gallons, having a hinged tight-fitting lid, and two (2) wheels, that is approved by COUNTY and is colored and labeled as designated by COUNTY.

1.11 Change in Law. The adoption, promulgation, or modification of any federal, state or local rule, law, regulation, ordinance, permit or administrative agency guidelines duly adopted and promulgated officially in writing for uniform application occurring after the effective date of this Agreement.

1.12 Collect/Collection. To pick up, transport, and remove Solid Waste, Recyclables, Green Waste, Christmas trees, Bulky Items, E-Waste, CED’s, Universal Waste, Used Oil and Used Oil Filters, and/or Construction and Demolition Debris.


1.14 Commercial. A business establishment and/or industrial facility including, but not limited to, governmental, specifically including COUNTY, religious, and educational facilities.


1.16 Commercial Bin Customer. Any Commercial entity utilizing a Bin for the set out and accumulation of Solid Waste.

1.17 Commercial Bin Recyclables Collection Service. The Collection of Recyclables from Commercial Bin Customers in the Service Area participating in the recycling program, the delivery of the Recyclables to a Recyclables Processing Facility, and the processing and marketing of the Recyclables.


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1.20 Commercial Cart Customer. Any Commercial entity utilizing a Cart or Can for the set out and accumulation of Solid Waste.

1.21 Commercial Cart Recyclables Collection Service. Collection of Recyclables from Commercial Cart Customers in the Service Area participating in the recycling program, delivery of the Recyclables to a Recyclables Processing Facility, and the processing and marketing of the Recyclables.


1.25 Compactor. Any Container which has compaction mechanisms whether stationary or mobile, used or unused, operable or inoperable, all inclusive.

1.26 Compostable Materials. Food Waste, Green Waste, soiled paper and those materials designated from time to time in County Code for Collection and recycling under this Agreement which are segregated from Solid Waste at the source of generation by the Customer and set out for Collection.

1.27 Composting. The purposeful or engineered physical, chemical, and biological degradation of biodegradable Compostable Materials into mature compost as determined by standard laboratory analysis.

1.28 Construction and Demolition Debris (C&D). Used or discarded materials removed from premises during construction or renovation of a structure resulting from construction, remodeling, repair or demolition operations on any house, or residential property, commercial building, pavement, or other structure. Construction and Demolition Debris includes rocks, soils, tree remains and other Green Waste which results from land clearing or land development operations in preparation for construction. Construction and Demolition Debris is normally Collected in a Roll-Off Container.

1.29 Consumer Electronic Device or CED. Discarded electronic devices that the California Department of Toxic Substances Control (DTSC) has determined to be a covered electronic device. CEDs include cathode ray tube (CRT) devices (including televisions and computer monitors); LCD desktop monitors; laptop computers with LCD displays; LCD televisions; plasma televisions; portable DVD players with LCD screens; and other electronic devices as may be added by the DTSC from time to time.

1.30 Container. Carts, Cans, or Bins used for Collection of Solid Waste, Recyclables, and Green Waste.

1.31 Contract Administrator. The Director of Health or his/her designee.

1.32 CONTRACTOR. USA Waste of California, Inc. DBA Carmel Marina Corporation.

1.33 COUNTY. The County of Monterey, a political subdivision of the State of California.
1.34 **COUNTY Clean-up Service.** The Collection of Solid Waste, Recyclables, Green Waste, Bulky Items, E-Waste, CED's, or Universal Waste, by CONTRACTOR resulting from written or verbal requests from COUNTY for temporary clean-up of those materials and the transport and delivery of the Collected materials to the appropriate facilities.

1.35 **County Code.** Codified ordinances adopted by the COUNTY Board, as such ordinances may be amended from time to time.

1.36 **COUNTY Facilities.** Any building, structure, yard, park, or any other facility owned, leased, or operated, by the COUNTY, or any subsidiary public entity of the COUNTY, as set forth in the column titled “Facility” of Exhibit 10 to this Agreement, regardless of where within the Service Area such facility is located.

1.37 **Customer.** A Generator of Solid Waste, Recyclables, Green Waste, Christmas trees, Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters, or Construction and Demolition Debris within COUNTY'S jurisdiction including homeowners, managers or owners or rate-paying occupants of rental Single-Family or Multi-Family Dwellings, and Commercial representatives, who receive Collection Services under this Agreement.

1.38 **Difficult to Serve.** A set-out site for Carts or Cans via a road (or driveway) which has any of the following features:

1.38.1 Is less than two 9-foot traffic lanes (or with respect to a driveway, at least 12 feet width);

1.38.2 A grade greater than fifteen (15) percent;

1.38.3 An obstructed vertical clearance of less than fifteen (15) feet;

1.38.4 A turn radius of less than fifty (50) feet; or

1.38.5 Is more than one hundred (100) feet from the public road.

1.39 **Disposal.** The final processing and disposition of materials Collected by CONTRACTOR under the terms of this Agreement.

1.40 **Disposal Facility.** The MRWMD Disposal Facility and/or the SVSWA Disposal Facility.

1.41 **Divert.** To make use of discarded materials for any purpose and, therefore, to avoid Disposal of such material at the Disposal Facility.

1.42 **Dwelling Unit.** Any individual living unit in a Single Family Dwelling (SFD) or Multi-Family Dwelling (MFD) structure or building, a mobile home, or a motor home located on a permanent site intended for, or capable of being utilized for, residential living other than a hotel or motel.

1.43 **Employee Housing.** Premises provided by or on behalf of an agricultural employer Customer in connection with agricultural employment including not only buildings but any living quarters, such as a tent, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer or other housing accommodation as set forth in Exhibit 8 to this Agreement.

1.44 **Employee Housing Customer.** A Person who provides Employee Housing within the Service Area.
1.45 **E-Waste.** Waste that is powered by batteries or electricity, such as computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, videocassette players/recorders, compact disc players/recorders, calculators and certain items also defined as CED’s.

1.46 **Fixed Body Vehicle.** Any wheeled vehicle that does not rely on a Roll-Off Container or other detachable Bin or Container to Collect, contain and transport material. Dump trucks shall be considered Fixed Body Vehicles.

1.47 **Food Waste.** All organic materials of plant or animal origin which are or were components of human foodstuffs that may be specified in COUNTY Legislation for Collection and processing. It shall also include non-recyclable and soiled paper, vegetable trimmings, houseplant trimmings and other compostable organic waste common to the occupancy of Single Family or Multi-family Dwellings, and, in the event COUNTY implements a Commercial Food Waste Collection program, Commercial establishments.

1.48 **Force Majeure.** Any acts of God, such as landslides, lightning, fires, storms, floods, pestilence, freezing, and earthquakes; explosions, sabotage, civil disturbances, acts of a public enemy, wars, blockades, riots, or other industrial disturbances, eminent domain, condemnation or other taking, or other events of a similar nature, not caused or maintained by COUNTY or CONTRACTOR, which event is not reasonably within the control of the party claiming the excuse from its obligations due to such event, to the extent such event has a significant and material adverse effect on the ability of a party to perform its obligations thereunder. Force Majeure shall not include power outages, fuel shortages, strikes, work stoppage or slowdown, sickout, lockout, picketing or other concerted job action conducted by CONTRACTOR’S employees or directed at CONTRACTOR or subcontractor. Force Majeure shall include a Change in Law if such Change in Law prohibits a party’s performance hereunder. Notwithstanding the foregoing, (i) no failure of performance by any subcontractor of CONTRACTOR shall be a Force Majeure unless such failure was itself caused by a Force Majeure; (ii) except as provided herein, no event which merely increases CONTRACTOR’S cost of performance shall be a Force Majeure; and (iii) no event, the effects of which could have been prevented by reasonable precautions, including compliance with agreements and applicable laws, shall be a Force Majeure.

1.49 **Generator.** A Person, Commercial business or any other entity that produces Solid Waste, Recyclables, Green Waste, Bulky Items, Christmas Trees, Universal Waste, E-Waste, CED’s, Used Oil and Used Oil Filters and/or Construction and Demolition Debris.

1.50 **Green Waste.** Untreated and unpainted wood, pruning, brush, leaves, or grass clippings and such other types of yard waste resulting from normal yard and landscaping maintenance. Green Waste must be generated by the Customer and at the service address wherein the Green Waste is Collected, segregated from Solid Waste at the source of generation and set out by the Customer for Collection. Green Waste does not include items herein defined as Unacceptable Waste.


1.52 **Hazardous Waste.** Any material, substance, waste or component thereof which poses an actual or potential risk to public health and safety or the environment by virtue of being actually or potentially toxic, corrosive, bioaccumulative, reactive, ignitable, radioactive, infectious or otherwise harmful to public health and safety or the environment, and which requires special
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208 handling under any present or future federal, state or local law, excluding de minimis quantities
209 of waste of a type and amount normally found in residential Solid Waste after implementation of
210 programs for the safe Collection, recycling, treatment and Disposal of household hazardous
211 waste in compliance with Sections 41500 and 41802 of the California Public Resources Code.

212 1.53 Large Venue Collection Service. Collection of Solid Waste, Recyclables and
213 other materials as appropriate at large venue special events.

214 1.54 MFD Bin Collection Service. MFD Bin Solid Waste Collection Service, MFD Bin
215 Recyclables Collection Service, and On-Call Collection Service.

216 1.55 MFD Bin Customer. A Multi-family Dwelling that provides for the set-out and
217 accumulation of Solid Waste through the use of shared Bins.

218 1.56 MFD Bin Recyclables Collection Service. Collection of Recyclables from MFD
219 Bin Customers in the Service Area, the delivery of the Recyclables to the appropriate
220 Recyclables Processing Facility, and the processing and marketing of the Recyclables.

221 1.57 MFD Bin Solid Waste Collection Service. Collection of Solid Waste from MFD
222 Bin Customers in the Service Area and the delivery of the Solid Waste to the appropriate
223 Disposal Facility.

224 1.58 MFD Cart Collection Service. MFD Cart Solid Waste Collection Service, MFD
225 Cart Recyclables Collection Service, and On-Call Collection Service.

226 1.59 MFD Cart Customer. A Multi-family Dwelling that provides for the set-out and
227 accumulation of Solid Waste through the use of shared Carts or Cans.

228 1.60 MFD Cart Recyclables Collection Service. Collection of Recyclables from MFD
229 Cart Customers in the Service Area, the delivery of the Recyclables to the appropriate
230 Recyclables Processing Facility and the processing and marketing of the Recyclables.

231 1.61 MFD Cart Solid Waste Collection Service. Collection of Solid Waste from MFD
232 Cart Customers in the Service Area and the delivery of the Solid Waste to the appropriate
233 Disposal Facility.

234 1.62 MFD Collection Services. MFD Bin Collection Services and MFD Cart Collection
235 Services.

236 1.63 MFD Customers. MFD Bin Customers and MFD Cart Customers.

237 1.64 Monterey Regional Waste Management District (MRWMD). That portion of the
238 Service Area as set forth in Exhibit 6.

239 1.65 MRWMD Construction and Demolition Debris Processing Facility. The C&D
240 Processing facility operated by the MRWMD and located at the Monterey Peninsula Landfill or
241 such other facility as COUNTY may direct as required by the terms of its joint powers authority
242 agreement with the Monterey Regional Waste Management District.

243 1.66 MRWMD Disposal Facility. The Monterey Peninsula Landfill located at 14201
244 Del Monte Blvd., Marina, CA 93933 or such other facility as COUNTY may direct as required by
245 the terms of its joint powers authority agreement with the Monterey Regional Waste
246 Management District.

247 1.67 MRWMD Green Waste Processing Facility. The Composting facility operated by
248 the MRWMD and located at the Monterey Peninsula Landfill or such other facility as COUNTY
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may direct as required by the terms of its joint powers authority agreement with the Monterey Regional Waste Management District.

1.68 Multi-family Dwelling or MFD. Any residence, or group of residences, with two (2) or more Dwelling Units, including any flat, apartment, duplex, triplex, condominium, town home or other premises, other than a hotel or motel, used for housing persons, including such premises when combined in the same building with Commercial establishments, and serviced with one (1) or more Containers.

1.69 Non-Collection Notice. A form developed by CONTRACTOR, in a form and substance satisfactory to COUNTY, and provided at CONTRACTOR’S cost at least 2" by 6" in size, on which CONTRACTOR has provided CONTRACTOR’S phone number and indicated the reasons for CONTRACTOR’S refusal to Collect material, giving reference to the section of this Agreement which has been violated, and which gives grounds for CONTRACTOR’S refusal either in writing or by means of a check system.

1.70 On-Call Bin. A Bin provided for the Collection of material on a temporary or irregular basis as set forth in Article 10 of this Agreement.

1.71 On-Call Collection Service. The periodic Collection of Bulky items, CED’s, E-Waste, and/or U-Waste from SFD, MFD, Commercial, and Employee Housing Customers in the Service Area and the delivery of the Collected materials to the appropriate Disposal or Processing Facility.

1.72 Person. An individual, firm, agency, company, cooperative, public or private corporation, association, partnership, limited partnership, consortium, joint venture, limited liability company, commercial entity, trust, regulatory authority, governmental entity, or any other legal entity.

1.73 Processing Residues. Materials remaining after the processing of Recyclables, Green Waste, Bulky Items and Construction and Demolition Debris, which cannot reasonably be Diverted from the landfill.

1.74 Rebuilt Vehicle. For purposes of this Agreement, “rebuilt” means, at a minimum, replacement of worn parts and reconditioning or replacement of hydraulic systems, transmissions, differentials, electrical systems, engines, and brake systems. In addition, the rebuilt vehicle must be repainted and its tires must have at least eighty-five (85) percent of tread remaining.

1.75 Recyclables. Those materials designed in this Agreement for Collection and recycling under this Agreement which are segregated from Solid Waste by the Customer at the source of generation and set out for Collection. Recyclables include those materials defined by COUNTY, including newsprint (including inserts, coupons and store advertisements); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, brown bags and paper, paperboard, paper egg cartons, milk and juice cartons, office ledger paper, legal pad backing, shoeboxes and telephone books); glass containers, (including brown, clear blue and green glass bottles and jars); aluminum, (including beverage containers and foil products); small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including “tin” cans, aerosol cans (empty, non-toxic products) and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; all plastics (#1-7), except expanded Polystyrene (EPS); aseptic packaging; textiles; dry cell household batteries when placed in or
on the Recyclables Cart in a sealed heavy-duty plastic bag; and those materials as may be
added in accordance with Article 22 of this Agreement.

1.76 Recyclables Processing Facility. Any facility selected by CONTRACTOR, and
approved by COUNTY that is designed, operated, and legally permitted for the purpose of
receiving, sorting, processing, storing, or preparing Recyclables, scrap metal, wood, asphalt,
concrete and other inert materials for sale or such other facility as COUNTY may direct as
required by the terms of its joint powers authority agreements with the Salinas Valley Solid
Waste Authority or the Monterey Regional Waste Management District.

1.77 Recyclables Processing and Marketing. Recycling, including, but not limited to
the receipt, storage, sorting, cleansing, treating, bailing, shipping, and/or reconstituting of
Recyclables including Recyclables recovered from the Solid Waste stream, at a facility which
has adequate capacity to process the Recyclables Collected pursuant to this Agreement, and to
return those Recyclables to the economic mainstream in a form that meets the requirements for
greatest marketability. Without limiting the foregoing, Recyclables Processing and Marketing
includes the pursuit and/or creation of markets for processed Recyclables in accordance with
the provisions of this Agreement and plans submitted hereunder.

1.78 Residential Dwelling. A Single Family Dwelling or Multi-Family Dwelling.

1.79 Roll-Off Container. A metal Container of between six (6) and fifty (50) cubic
yards that is normally loaded onto a motor vehicle and transported to an appropriate facility. A
Roll-Off Container may be open topped or enclosed with or without a compaction unit.

1.80 Roll-Off Collection Services. The service provided to Customers for the
Collection of discarded material using an On-Call Bin or Roll-Off Container.

1.81 Roll-Out Collection Services. The provision of SFD Collection Services to those
Customers requiring or requesting that Collection occur at an on-premises site instead of at the
curb or roadway.

1.82 Salinas Valley Solid Waste Authority (SVSWA). That portion of the Service Area
as set forth in Exhibit 6.

1.83 Self-Haul Customer. A Generator of Solid Waste, Recyclables, Green Waste,
Bulky Items, E-Waste, CED's, Universal Waste, Christmas Trees, Used Oil and Used Oil Filters,
and/or Construction and Demolition Debris within the COUNTY's jurisdiction who delivers
materials to a facility permitted to accept the material rather than to CONTRACTOR.

1.84 Service Area. The unincorporated areas of the County of Monterey, California
and all the territory lying within its boundaries as presently existing or as such boundaries may
be modified during the term of this Agreement.

1.85 Service Commencement Date. November 1, 2010.

1.86 SFD Collection Service. SFD Solid Waste Collection Service, SFD Recyclables
Collection Service, SFD Green Waste Collection Service, On-Call Collection Service and Used
Oil Collection Service.

1.87 SFD Customer. A Single Family Dwelling, or a Multi-Family Dwelling wherein
each individual Dwelling Unit subscribes for the set-out and accumulation of Solid Waste
through the use of non-shared Carts or Cans.
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1.89 SFD Recyclables Collection Service. Collection of Recyclables from SFD Customers in the Service Area, the delivery of the Recyclables to the appropriate Recyclables Processing Facility and the processing and marketing of the Recyclables.

1.90 SFD Solid Waste Collection Service. Collection of Solid Waste from SFD Customers in the Service Area and the delivery of the Solid Waste to the appropriate Disposal Facility.

1.91 Single Family Dwelling or SFD. A detached residence containing one (1) Dwelling Unit.

1.92 Solid Waste. Except as provided below, all "Solid Waste" as defined in California Public Resources Code Section 40191, as that section may be amended from time to time, and Section 10.41.010 Y. of the County Code, as that section may be amended from time to time, which is generated within the COUNTY. Solid Waste means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubber, ashes, industrial wastes, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded wastes, but does not include abandoned vehicles, Hazardous Waste or other Unacceptable Waste. Solid Waste may include Recyclables, Green Waste, Bulky Items and Construction and Demolition Debris if such materials are not source separated from the Solid Waste at the site of generation or Collected for Recycling, Composting, processing and marketing.

1.93 Subscription Green Waste Collection Service. The Collection of Green Waste from MFD or Commercial Customers on a subscription basis and the delivery of the Green Waste to the appropriate Green Waste Processing Facility.

1.94 SVSWA Construction and Demolition Debris Processing Facility. Any facility located within the boundaries of the SVSWA, designated by CONTRACTOR and approved by COUNTY for the receipt, storage, and processing of Construction and Demolition Debris or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.

1.95 SVSWA Disposal Facility. The Johnson Canyon Landfill located at 31400 Johnson Canyon Road, approximately 2.5 miles east of Gonzales, and the Sun Street Transfer Station currently located at 139 Sun Street, Salinas (or at such other address as the transfer station may move to during the term of this Agreement), if capacity is available, and the Jolon Road Transfer Station located 52654 Jolon Road, King City or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.

1.96 SVSWA Green Waste Processing Facility. Any facility located within the boundaries of the SVSWA, selected by CONTRACTOR and approved by COUNTY that is designed, operated and legally permitted for the purpose of receiving and processing Green Waste or such other facility as COUNTY may direct as required by the terms of its joint powers authority agreement with the Salinas Valley Solid Waste Authority.
1.97 Unacceptable Waste. Any and all waste, including but not limited to, Hazardous Waste, the acceptance or handling of which would cause a violation of any permit condition or legal or regulatory requirement, damage or threatened damage to CONTRACTOR'S equipment or facilities, or present a substantial endangerment to the health or safety of the public or CONTRACTOR'S employees; provided, that de minimis quantities or waste of a type and amount normally found in residential Solid Waste after implementation of programs for the safe Collection, recycling, treatment, and Disposal of household Hazardous Waste in compliance with Sections 41500 and 41802 of the California Public Resources Code shall not constitute Unacceptable Waste. Unacceptable Waste does not include Used Oil, Used Oil Filters, or household batteries when placed for Collection as set forth in this Agreement or as otherwise directed by COUNTY.

1.98 Universal Waste. Discarded materials that the California Department of Toxic Substances Control considers Universal Waste, including materials such as batteries, thermostats, lamps, cathode ray tubes, computers, telephones, answering machines, radios, stereo equipment, tape players/recorders, phonographs, video cassette players/recorders, compact disc players/recorders, calculators, some appliances, aerosol cans, and certain mercury-containing devices.

1.99 Used Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil must be generated by and at the Single Family Dwelling wherein the Used Oil is Collected. Used Oil does not include transmission fluid.

1.100 Used Oil Collection Service. The Collection of Used Oil in Used Oil Containers and Used Oil Filters in Used Oil Filter Containers, by CONTRACTOR, from SFD Customers in the Service Area utilizing Used Oil and Used Oil Filter Containers for the accumulation and set-out of Used Oil and Used Oil Filters and the appropriate disposition of the Used Oil and Used Oil Filters in accordance with the requirements of this Agreement.

1.101 Used Oil Container. A plain plastic container provided by CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Oil Container.

1.102 Used Oil Filter. Any oil filter that is no longer useful to the SFD Customer because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Oil Filters must be generated by and at the Single Family Dwelling wherein the Used Oil Filter is Collected.

1.103 Used Oil Filter Container. A sealable container provided by CONTRACTOR, as set forth in Section 3.10 of this Agreement, for the accumulation of Used Oil Filters that has a label designating it for use as a Used Oil Filter Container.

1.104 White Goods. Discarded household appliances such as washers, dryers, refrigerators, stoves, water heaters, freezers, small air conditioning units, and other similar items.
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1.105 Work Day. Any day, Monday through Saturday that is not a holiday as set forth in Section 3.09 of this Agreement.

Article 2. Term and Scope of Franchise

2.01 Initial Term of Agreement. The initial term of this Agreement for the provision of Collection Services in the Service Area, as set forth in Exhibit 5, shall be for a period commencing on November 1, 2010 and terminating at midnight on June 30, 2020.

2.02 COUNTY Offer to Extend.

2.02.1 On or before January 31, 2019, COUNTY may, upon notice of COUNTY to CONTRACTOR, offer to extend the term of this Agreement for up to five (5) additional years. In the event COUNTY offers an extension of less than five (5) years, COUNTY may, at its sole option, offer additional extensions except that such extension offers shall not extend this Agreement past June 30, 2025 and such offers shall be made no later than seventeen (17) months prior to the termination date of the then current Collection Services Agreement.

2.02.2 Upon receipt of an offer to extend the Agreement, CONTRACTOR shall provide written notice to COUNTY as to whether CONTRACTOR accepts or rejects COUNTY’S offer within twenty (20) Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to COUNTY within said twenty (20) Work Days, COUNTY’S offer shall be deemed withdrawn and COUNTY shall have no obligation to extend the term of this Agreement.

2.03 CONTRACTOR Request to Extend. On or before January 31, 2019, CONTRACTOR may submit to COUNTY a request for extension of up to five (5) years, along with the information, data, records and reports documenting to satisfaction of COUNTY that CONTRACTOR has met each of the following preconditions during each preceding Agreement Year (or portion thereof if less than an entire Agreement Year):

2.03.1 Increased Diversion. During each Calendar Year, beginning on January 1, 2011 and ending December 31, 2018, calculation of the minimum diversion requirement as set forth in Article 14 yields at least forty (40) percent Diversion.

2.03.2 Low Assessed Damages. COUNTY has not given CONTRACTOR notice of CONTRACTOR’S obligation to pay liquidated damages in excess of Ten Thousand Dollars ($10,000) annually or Fifty Thousand Dollars ($50,000) in the aggregate.

2.03.3 Customer Satisfaction. The results of each Customer satisfaction survey conducted by or on behalf of COUNTY as required by Section 11.15, concludes that ninety (90) percent of Customers are satisfied with Collection Services.

2.03.4 Timely Payment of Fees. CONTRACTOR has not been delinquent in the payment of any money due to COUNTY under this Agreement more than once each Agreement Year or at any time longer than five (5) days. COUNTY has not received written notice that CONTRACTOR has been delinquent in the payment of any sums or amounts due third parties with respect to Solid Waste Disposal and processing fees.

2.03.5 Timely Implementation of Transition Plan. CONTRACTOR has timely and fully implemented its transition plan.

2.04 Upon receipt of a request to extend the Agreement, COUNTY shall provide written notice to CONTRACTOR as to whether COUNTY is considering, accepts or rejects CONTRACTOR’S request within one hundred twenty (120) calendar days of the date of the
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462 request. If COUNTY fails to provide such notice to within said one hundred twenty (120) calendar days, CONTRACTOR'S request shall be deemed accepted and COUNTY shall extend the term of this Agreement by a period not to exceed five (5) years as requested by CONTRACTOR.

2.05 Grant of Exclusive Franchise. Subject to the requirements, conditions and exceptions set forth in this Agreement and Exhibits, COUNTY hereby grants to CONTRACTOR the exclusive franchise, right, privilege, and duty during the term of this Agreement and any extension thereof to Collect and transport the following materials to the facilities designated in this Agreement:

2.05.1 Solid Waste that is accumulated and set out for Collection by Customers in accordance with COUNTY Code, or which is otherwise legally set out for Collection pursuant to this Agreement.

2.05.2 Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris set out for Collection by Customers.

2.06 Limitations to Scope of Exclusive Franchise.

2.06.1 Nothing in this Agreement shall require that Collection Services be accepted by COUNTY or any entity governed by the Board; the State of California; any school district; or any entity that is excluded by law from the obligation to subscribe to the Collection Services set forth herein.

2.06.2 Nothing in this Agreement shall limit the right of any Person to donate or sell his or her Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's, Christmas trees, Used Oil and Used Oil Filters and/or Construction and Demolition Debris to someone other than CONTRACTOR. Similarly, pursuant to Chapter 10.41 of the County Code nothing in this Agreement shall limit the right of any Person to haul the Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's Christmas trees, Used Oil and Used Oil Filters and Construction and Demolition Debris he or she generates on his or her own premises to a facility that holds all applicable permits required per federal law, state law and/or County Code.

2.06.3 Notwithstanding CONTRACTOR'S rights under this Agreement as described above, the following materials may be Collected by Persons other than CONTRACTOR:

2.06.4 Construction and Demolition Debris that is:

2.06.4.1 removed from a premises by a licensed contractor as an incidental part of a total construction, remodeling, or demolition service offered by that contractor, rather than as a separately contracted or subcontracted hauling service; or

2.06.5 Green Waste that is:

2.06.5.1 removed from SFD, MFD or Commercial premises by a contractor as an incidental part of a total gardening or landscaping service offered by that contractor, rather than as a separately contracted or subcontracted hauling service;

2.06.5.2 Composted at the site where it is generated (e.g., backyard composting);
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2.06.6 Bulky Items, E-Waste, CED'S or U-Waste that are removed from a premises by a property cleanup or maintenance company as an incidental part of the total cleanup or maintenance service offered by the company rather than as a hauling service;

2.06.7 Animal remains and grease waste Collected for use as tallow;

2.06.8 Animal waste Collected for use as a soil amendment;

2.06.9 Recyclables which CONTRACTOR is not required to Collect and process under this Agreement as of the effective date of this Agreement which subsequently, in COUNTY’S reasonable judgment, become economically feasible to recycle. In such event, CONTRACTOR shall have the exclusive right to Collect and process such new Recyclables if CONTRACTOR agrees to do so without any change in rates. If CONTRACTOR is unwilling to provide service for such new Recyclables at existing rates, COUNTY may provide for Collection and processing of new Recyclables in any manner it deems appropriate.

2.06.10 Containers delivered for Recycling under the California Beverage Container Recycling and Litter Reduction Act, Section 14500, et seq., California Public Resources Code, as such statute may be amended from time to time;

2.06.11 Hazardous Waste regardless of its source;

2.06.12 By-products of sewage treatment, including sludge, grit, and screenings;

2.06.13 Abandoned Solid Waste discarded on public roads, right of ways and public parking lots in the Service Area. The County Code does not prohibit persons from scavenging or picking up abandoned Solid Waste.

2.06.14 Exemptions as listed and detailed from time to time in federal and state law, or County Code, and subject to Article 22 of this Agreement;

2.06.15 The provisions allowing COUNTY to provide for Collection, processing and Disposal as specified elsewhere in this Agreement.

2.07 Excluded Services. CONTRACTOR acknowledges and agrees that COUNTY may permit other persons besides CONTRACTOR to Collect any and all types of materials excluded from the scope of this Agreement, as set forth above, without seeking or obtaining approval of CONTRACTOR.

2.08 Legal Limitations. This grant to CONTRACTOR of rights, privileges, and duties shall be interpreted to be consistent with federal and state law and County Code in effect now and during the term of this Agreement. In the event future interpretations of current law, or enactment of new laws limit the ability of COUNTY to lawfully provide for the scope of franchise, rights, privileges, and duties specifically set forth herein, CONTRACTOR agrees the scope will be limited to that scope which may be lawfully provided for under this Agreement, and COUNTY shall not be responsible for any lost profits claimed by CONTRACTOR to arise out of further limitations of the scope as set forth herein. In such event, it shall be the responsibility of CONTRACTOR to minimize the financial impact to other services being provided as much as commercially feasible.
Article 3. Service Standards

3.01 Service Standards. CONTRACTOR shall perform all Collection Services under this Agreement in a thorough and professional manner. Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of Collection.

3.02 Mandatory Franchise Service. CONTRACTOR will provide Collection Service at each premise located in the Service Area, unless that premise is exempted from mandatory service under the County Code.

3.03 Collection Service Commencement. CONTRACTOR will begin providing Collection Services in the Service Area, as set forth in Exhibit 5, on November 1, 2010.

3.04 Hours and Days of Collection.

3.04.1 SFD and MFD Collection Services shall be provided commencing no earlier than 6:00 a.m. and terminating no later than 6:00 p.m. Monday through Saturday with no service on Sunday. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.04.2 Commercial Collection Services shall be provided, commencing no earlier than 4:00 a.m., and terminating no later than 10:00 p.m., Monday through Saturday except Collection shall begin no earlier than 6:00 a.m. or end later than 6:00 p.m. within two hundred (200) feet of Single Family Dwellings. The hours, days, or both of Collection may be temporarily extended due to extraordinary circumstances or conditions with the prior consent of the Contract Administrator.

3.05 Manner of Collection. CONTRACTOR shall provide Collection Services with as little disturbance as possible and shall leave any Can, Cart or Bin in an upright position at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

3.06 Roll-out and Push Service. If CONTRACTOR determines that the set-out location for Solid Waste Carts or Bins is Difficult to Serve, then CONTRACTOR may provide its choice of either Roll-Out Collection Service to Customers using Cans, or Carts, or push services to Customers using Bins, for the surcharge listed on Exhibit 1, Rate Schedule.

3.07 Containers.

3.07.1 Purchase and Distribution of Cans, Carts, Bins and Roll-Off Containers. CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional new Cans, new Carts, new or well-maintained Bins, and new or well maintained Roll-Off Containers as required to Customers in the Service Area. CONTRACTOR shall also distribute Cans, Carts, Bins and Roll-Off Containers as required to new Customers that are added to the Service Area during the term of this Agreement. The distribution shall be completed within three (3) Work Days of receipt of notification from COUNTY or the Customer.

3.07.2 Replacement of Cans, Carts and Bins. CONTRACTOR'S employees shall take care to prevent damage to Cans, Carts or Bins by unnecessary rough treatment. However, any Can, Cart or Bin damaged by CONTRACTOR shall be replaced by CONTRACTOR, at CONTRACTOR'S expense, within three (3) Work Days at no cost or inconvenience to the Customer.
3.07.2.1 Upon notification to CONTRACTOR by COUNTY or a Customer that the Customer's Can(s), Cart(s) or Bin(s) are faulty, have worn out or have been stolen or damaged beyond repair through no fault of the Customer, CONTRACTOR shall deliver a replacement Can(s), Cart(s) or Bin(s) to such Customer no later than the next regularly scheduled Collection day, or if requested by COUNTY or the Customer, within three (3) Work Days. CONTRACTOR shall maintain records documenting all Can, Cart and Bin replacements occurring on a monthly basis.

3.07.2.2 Where such Can or Cart is faulty, has worn out or has been lost, stolen or damaged beyond repair through no fault of the Customer, each SFD Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Solid Waste Can or Cart, one (1) lost, destroyed, or stolen Recyclables Can or Cart, and one (1), lost, destroyed, or stolen Green Waste Can or Cart during the life of this Agreement at no cost to the Customer.

3.07.2.3 Where such Cart or Bin has worn out or has been lost, stolen or damaged beyond repair through no fault of Customer, each MFD, or Commercial Customer shall be entitled to the replacement of lost, destroyed, or stolen Solid Waste Cart(s) or Bin(s), and lost, destroyed, or stolen Recyclables Cart(s) or Bin(s) and lost, destroyed, or stolen Green Waste Cart(s) or Bin(s), if subscribing to Green Waste service, during the life of this Agreement at no cost to the Customer. Such replacement shall be limited to a number equal to the number of Bins and Carts representing the normal service level of the Customer.

3.07.2.4 Where such Can, Cart, or Bin replacement occurs through no fault of CONTRACTOR, CONTRACTOR shall be compensated by the Customer for the cost of those replacements in excess of the requirements set forth above in accordance with the Can, Cart or Bin Replacement service rate, as appropriate, as set forth in Exhibit 1 which is attached to and included in this Agreement or as may be adjusted under the terms of this Agreement.

3.07.2.5 In those instances where CONTRACTOR can demonstrate to the satisfaction of COUNTY that a Can(s), Cart(s) or Bin(s) was stolen as the result or product of negligence on the part of the Customer, CONTRACTOR shall be entitled to bill the Customer the cost of the Can(s), Cart(s) or Bin(s) Replacement plus the delivery charge in accordance with the rates set forth in Exhibit 1 to this Agreement.

3.07.3 Repair of Carts. CONTRACTOR shall be responsible for repair of Carts in the areas to include but not be limited to, hinged lids, wheels and axles. No later than the next regularly scheduled Collection day after notification of the need for such repairs, CONTRACTOR shall repair the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Customer.

3.07.4 Repair of Bins and Roll-Off Containers. CONTRACTOR will repair and otherwise maintain or replace Bins and Roll-Off Containers so that they are functional, and, as appropriate, have lids, at no inconvenience to the Customer.

3.07.5 Locks. Within one (1) week of receipt of the request, CONTRACTOR will provide a lock on a Bin for the surcharge listed in Exhibit 1.

3.07.6 Can, Cart or Bin Exchange. Upon notification to CONTRACTOR by COUNTY, or a Customer, that a change in the size or number of Cans, Carts or Bins is required, CONTRACTOR shall deliver such Cans, Carts or Bins to such Customer within five (5) Work Days. Each SFD Customer shall be entitled to receive one (1) free Solid Waste Cart.
exchange, one (1) free Recyclables Cart exchange and one (1) free Green Waste Cart exchange per Agreement Year during the term of this Agreement. Each MFD or Commercial Customer shall be entitled to receive one (1) free service exchange, per Agreement Year during the term of this Agreement. For the purposes of this Section, a service exchange represents the exchange of as few as one (1) and as many as the total number of Bins and Carts provided by CONTRACTOR and utilized by the Customer. Accordingly CONTRACTOR shall be compensated for the cost of those exchanges in excess of the limitations set forth herein per Agreement Year, in accordance with the Can, Cart or Bin Exchange service rate as set forth in Exhibit 1 of this Agreement.

3.07.7 Ownership of Cans and Carts. Ownership of Cans and Carts shall rest with CONTRACTOR, except that ownership of Cans or Carts in the possession of a Customer at the end of this Agreement shall rest with COUNTY. At its sole discretion, COUNTY may elect not to exercise its rights with regards to this Section and in such case the Cans and Carts shall remain the property of CONTRACTOR upon termination of this Agreement. In this event CONTRACTOR shall be responsible for removing all Cans and Carts in service from the Service Area and reusing or Recycling such Cans and Carts. In addition, in the case of the termination of this Agreement prior to the expiration of the initial term or optional extension term(s) due to the default of CONTRACTOR as set forth in Article 27 of this Agreement, COUNTY shall have the right to take possession of the Carts and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession, there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon the receipt of written notice from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Carts, including their locations.

3.07.8 Ownership of Bins and Roll-Off Containers. Ownership of Bins and Roll-Off Containers distributed by CONTRACTOR shall rest with CONTRACTOR except in the case of the termination of the Agreement prior to the expiration of the initial term or optional extension term due to the default of CONTRACTOR as set forth in Article 27 of this Agreement. Under such circumstances, COUNTY shall have the right to take possession of the Bins and Roll-Off Containers and shall retain such possession until satisfactory arrangements can be made to provide Collection Services using other equipment. Such time of possession shall not be limited and regardless of the time of possession there shall be no monies owing to CONTRACTOR from COUNTY for the use of the equipment. Upon receipt of a written request from COUNTY, CONTRACTOR shall submit to the Contract Administrator an inventory of Bins and Roll-Off Containers, including their locations.

3.07.9 Compactor Equipment. Compactor equipment may be owned by the Customer or leased from CONTRACTOR or any other source provided the Compactor Container is compatible with CONTRACTOR'S Collection vehicles.

3.07.10 Organic Waste Pails. In the event COUNTY and CONTRACTOR agree to offer residential compostable collection service, as requested by the Customer, CONTRACTOR shall provide each SFD Cart Customer with a pail for use in the kitchen that is suitable for the collection and storage of Food Waste. The kitchen pail shall have a capacity of 1.5 to 2.5 gallons, a wire or plastic handle, and a lid and must be approved by COUNTY.

3.07.11 Compostable Material Containers. In the event COUNTY and CONTRACTOR agree to offer Commercial Compostable Materials Collection Services, and if requested by the Commercial Customer, CONTRACTOR shall provide Commercial Customers...
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receiving Commercial Compostable Materials Collection Services with a watertight Container for indoor storage of Compostable Materials prior to placing the waste in the Compostable Materials Cart or Bin. The size of the Container shall be determined by the Customer and CONTRACTOR. CONTRACTOR shall be responsible for the repair and maintenance of the Containers. At the request of the Customer, CONTRACTOR shall allow the use of plastic bags by the Customer for the containment of the Compostable Materials and shall Collect both the Compostable Materials and the plastic bags as part of the Commercial Compostable Materials Collection Service provided under the terms of this Agreement.

3.08 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Agreement. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Agreement. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by COUNTY or by any Customer except as expressly provided by this Agreement.

3.09 Holiday Service. CONTRACTOR shall not be required to provide Collection Services or maintain office hours on the following designated holidays; New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In any week in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday. MFD and Commercial Collection Services shall be adjusted as agreed between CONTRACTOR and the Customer but must meet the minimum frequency requirement of one (1) time per week.

3.10 Used Oil and Used Oil Filter Containers. CONTRACTOR will provide to SFD Customers at no additional charge to SFD Customer, Used Oil and Used Oil Filter Containers in design, function and material specifications approved by the COUNTY. CONTRACTOR will not receive additional compensation for this service.

3.11 Recyclables - Contamination. CONTRACTOR shall not be required to Collect Recyclables if the Customer does not segregate the Recyclables from other materials such as Solid Waste, Green Waste and Unacceptable Waste. If Recyclables are contaminated through commingling with other materials, CONTRACTOR shall leave the Recyclables Can, Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Recyclables. CONTRACTOR shall not be obligated to Collect the Recyclables Container until the Customer has removed the contamination.

3.12 Green Waste - Contamination. CONTRACTOR shall not be required to Collect Green Waste if the Customer does not segregate the Green Waste from other materials such as Solid Waste, and Unacceptable Waste. If Green Waste is contaminated through commingling with other materials, CONTRACTOR shall leave the Green Waste Can, Cart or Bin un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Green Waste. CONTRACTOR shall not be obligated to Collect the Green Waste Container until the Customer has removed the contamination.

3.13 Inspections. COUNTY shall have the right to inspect CONTRACTOR'S facilities or Collection vehicles used in the provision of Collection Services under this Agreement and their contents at any time while operating inside or outside the Service Area.

3.14 Commingling of Materials.
3.14.1 **Solid Waste and Recyclables.** CONTRACTOR shall not commingle Solid Waste Collected pursuant to this Agreement, with any Recyclables separated for Collection pursuant to this Agreement prior to delivery to the appropriate facility without the express prior written authorization of the Contract Administrator.

3.14.2 **Solid Waste Collected in Service Area.** CONTRACTOR shall not commingle any Solid Waste Collected pursuant to this Agreement with any other material Collected by CONTRACTOR outside the Service Area prior to delivery to the Disposal Facility as appropriate, unless CONTRACTOR has provided written documentation, in a form that is satisfactory to the Contract Administrator, explaining how the mixed material will be allocated to the jurisdiction(s) of origin and CONTRACTOR has received express, written consent from the Contract Administrator.

3.14.3 **Recyclables.** CONTRACTOR shall not commingle Recyclables Collected pursuant to this Agreement, with any other material Collected by CONTRACTOR inside or outside the Service Area prior to delivery to the Recyclables Processing Facility without the express prior written authorization of the Contract Administrator.

3.14.4 **Material Separation.** Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall not be mixed together in CONTRACTOR'S Collection equipment unless such material has been deemed contaminated in which case it shall be Collected as Solid Waste. Each category of material Collected shall be kept separated according to type or classification except for such material as has been deemed contaminated which shall be classified as Solid Waste.

3.15 **Spillage and Litter.** CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. CONTRACTOR shall transport all materials Collected under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials from CONTRACTOR'S vehicle. CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris and shall immediately, at the time of occurrence, clean up such spilled or dropped materials.

3.15.1 CONTRACTOR will maintain a log of spills that indicates the material spilled, quantity and remedial actions taken. CONTRACTOR will immediately report any spills entering or endangering any waterway or storm drain or any spill of forty-two (42) gallons or more to the State Office of Emergency Service (OES) as required by law.

3.15.2 CONTRACTOR shall not be responsible for cleaning up un-sanitary conditions caused by the carelessness of the Customer; however, CONTRACTOR shall clean up any material or residue that is spilled or scattered by CONTRACTOR or its employees.

3.15.3 CONTRACTOR shall clean up any spillage or litter caused by CONTRACTOR within four (4) hours of spilling or dropping any material or residue, or within four (4) hours upon notice from Customer, or within four (4) hours upon notice from the Contract Administrator.

3.15.4 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from CONTRACTOR'S operations or equipment repair shall be covered immediately.
with an absorbent material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning. To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.15.5 In the event where damage to public streets within the Service Area is the result of a hydraulic oil spill caused by CONTRACTOR, CONTRACTOR shall be responsible for all repairs to return the street to the same condition it was in prior to the spill. CONTRACTOR shall also be responsible for all clean-up activities related to the spill. Repairs and clean-up shall be performed in a manner satisfactory to the Contract Administrator and at no cost to COUNTY.

3.16 Ownership of Materials. Title to Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and Construction and Demolition Debris shall pass to CONTRACTOR at such time as said materials are placed in CONTRACTOR'S Collection Container and the Container is set out for Collection. Title to material Collected as part of the COUNTY Clean-up Service as set forth in Article 11 shall pass to CONTRACTOR at the time the material is placed in the Roll-Off Container or other Collection vehicle or Container approved for use.

3.17 Hazardous Waste. Under no circumstances shall CONTRACTOR'S employees knowingly Collect Hazardous Waste, or remove unsafe or poorly containerized Hazardous Waste, from a Collection Container. If CONTRACTOR determines that material placed in any Container for Collection is Hazardous Waste, or other material that may not legally be accepted at the Disposal Facility or one of the processing facilities, or presents a hazard to CONTRACTOR'S employees, CONTRACTOR shall refuse to accept such material. The Generator shall be contacted by CONTRACTOR and requested to arrange for proper Disposal. If the Generator cannot be reached immediately, CONTRACTOR shall, before leaving the premises, leave a Non-Collection Notice, which indicates the reason for refusing to Collect the material.

3.17.1 If Hazardous Waste is found in a Collection Container that poses an imminent danger to people or property, CONTRACTOR shall immediately notify the Monterey County Health Department Hazardous Materials Management Services.

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

3.18 Regulations and Record Keeping. CONTRACTOR shall comply with emergency notification procedures required by applicable laws and regulatory requirements. All records required by regulations shall be maintained at CONTRACTOR'S facility.

3.19 Transition. CONTRACTOR understands and agrees that the time between the formal Agreement signing and November 1, 2010 is intended to provide CONTRACTOR with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, and begin the public awareness campaign part of CONTRACTOR'S transition plan as specified in Exhibit 4 which is attached and incorporated into this Agreement. In addition, CONTRACTOR is required under the terms of this Agreement to meet the following transition requirements:
3.19.1 obtain approval from COUNTY of the transition plan included in Exhibit 4 of this Agreement prior to April 1, 2010;
3.19.2 obtain approval from COUNTY of the emergency backup plan included in Exhibit 9 of this Agreement prior to June 30, 2010;
3.19.3 obtain approval from COUNTY of the waste assessment protocols as required by Section 11.14 that are required to be included in the transition plan included in Exhibit 4 of this Agreement prior to April 1, 2010;
3.19.4 obtain approval from COUNTY of the format of all invoices as required by Section 13.02 prior to September 1, 2010;
3.19.5 provide payment of proposal development fee as required by Section 13.17.3, to COUNTY within thirty (30) calendar days of execution of the Agreement;
3.19.6 provide Collection route maps as required by Section 15.01 ninety (90) calendar days prior to commencement of Collection Services;
3.19.7 test the noise level of all Collection vehicles prior to utilization of the vehicle to provide Collection Services as required by Section 16.08;
3.19.8 provide equipment inventory on or before September 1, 2010 as required by Section 16.11;
3.19.9 submit the initial public education and outreach program to COUNTY for approval on or before July 1, 2010 as required by Section 19.01;
3.19.10 distribute the initial Collection Service notice to Customers as least thirty (30) days prior to commencement of services as required by Section 19.02;
3.19.11 provide the Contract Administrator with an emergency contact number prior to October 1, 2010 as required by Section 20.02;
3.19.12 develop a website as required by Section 20.06 which will be available to Customers no later than September 1, 2010;
3.19.13 provide the name of the service supervisor to COUNTY no later than October 1, 2010 as required by Section 24.02;
3.19.14 provide evidence of insurance coverage on or before the execution date of this Agreement as required by Section 29.01.4; and
3.19.15 obtain a performance bond or letter of credit no more than thirty (30) days after the execution date of this Agreement as required by Article 30.

3.20 Property Damage. CONTRACTOR shall be responsible for the repair or replacement, if repair is not adequate, of any damages to public or private property during the provision of Collection Services and caused by the CONTRACTOR.

3.21 Unsafe Collection Conditions. In the event CONTRACTOR believes that it is unsafe to provide Collection Services to a Customer, CONTRACTOR shall notify the Contract Administrator of the name and address of the Customer and the conditions which make the provision of Collection Services unsafe. Pursuant to County Code, the Director of Health shall perform such review as is deemed necessary and except in those instances where the conditions can be mitigated to the satisfaction of CONTRACTOR, shall take the appropriate
steps to have the Customer exempted from mandatory Collection Service. CONTRACTOR shall not be obligated to provide Collection Services to the Customer.

Article 4. Transportation, Processing and Disposal

4.01 Disposal and Processing Facilities.

4.01.1 MRWMD Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Disposal Facility.

4.01.2 SVSWA Disposal Facility. All Solid Waste and Bulky Items that cannot be Diverted, Collected as the result of performing Collection Services within the boundaries of the SVSWA, shall be transported to the SVSWA Disposal Facility.

4.01.3 Recyclables Processing Facility. All Recyclables and Bulky Items that can be Recycled, Collected as a result of performing Collection Services, shall be delivered to the Recyclables Processing Facility.

4.01.4 MRWMD Green Waste Processing Facility. All Green Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of the MRWMD, shall be transported to the MRWMD Green Waste Processing Facility.

4.01.5 SVSWA Green Waste Processing Facility. All Green Waste that can be processed or composted, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Green Waste Processing Facility.

4.01.6 MRWMD Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris Collected as the result of performing Collection Services within the boundaries of the MRWMD shall be transported to the MRWMD Construction and Demolition Debris Processing Facility.

4.01.7 SVSWA Construction and Demolition Debris Processing Facility. All Construction and Demolition Debris, Collected as the result of performing Collection Services within the boundaries of SVSWA, shall be transported to the SVSWA Construction and Demolition Debris Processing Facility.

4.01.8 Bulky Items Processing and Disposal. CONTRACTOR shall process and dispose of Bulky Items Collected from Customers pursuant to the terms of this Agreement in accordance with the following hierarchy:

4.01.8.1 Reuse as is (where energy efficiency is not compromised);
4.01.8.2 Disassemble for reuse or recycling;
4.01.8.3 Recycle; or
4.01.8.4 Disposal.

4.01.9 CONTRACTOR shall not landfill such Bulky Items unless the Bulky Items cannot be reused or recycled.

4.01.10 Bulky Items Containing Freon. In the event CONTRACTOR Collects Bulky Items that contain Freon, CONTRACTOR shall handle such Bulky Items in a manner such that the Bulky Items are not subject to regulation as Hazardous Waste under applicable state and federal laws or regulations.
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4.01.11 Disposal of Recyclables or Green Waste. CONTRACTOR shall not deliver Recyclables or Green Waste to a Disposal Facility without the express written permission of the Contract Administrator.

4.01.12 Used Oil Processing. CONTRACTOR shall recycle all Used Oil and Used Oil Filters Collected pursuant to this Agreement to the extent feasible and shall properly dispose of all Used Oil and Used Oil Filters that are contaminated or otherwise cannot be recycled.

4.01.12.1 CONTRACTOR shall recycle Used Oil only with persons who are authorized by the State of California to recycle Used Oil. In the event the Used Oil and Used Oil Filters Collected pursuant to this Agreement are contaminated to the extent that the Used Oil and Used Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Oil and Used Oil Filters at CONTRACTOR’S own cost and expense in accordance with applicable state and federal law.

Article 5. SFD Collection Services

5.01 SFD Collection Services. These services shall be governed by the following terms and conditions:

5.01.1 Default Capacity. Except as set forth in Section 5.01.1.1 below, CONTRACTOR shall provide each SFD Customer with one (1) 35 gallon Solid Waste Cart, One (1) 64 gallon, (or if requested by Customer, 96 gallon) Recyclables Cart, and one (1) 64 gallon (or if requested by Customer, 96 gallon) Green Waste Cart.

5.01.1.1 CONTRACTOR shall provide Customers utilizing Cans for the Collection of Solid Waste, Recyclables and Green Waste with Collection capacity approximately equal to the Collection capacity that the Customer would have requested in Carts.

5.01.2 Conditions of Service. CONTRACTOR shall provide SFD Collection Services to all SFD Customers in the Service Area whose: 1) Solid Waste is containerized in Cans or Carts, except as set forth in Section 5.05 and 5.10, regardless, of whether or not the lid of the Container is closed; 2) Recyclables are containerized in Cans or Carts, except as set forth in Section 5.05 and 5.10, regardless of whether or not the lid of the Container is closed; 3) Green Waste is containerized in Cans or Carts, except as set forth in Section 5.05 and 5.10, regardless of whether or not the lid of the Container is closed; and 4) where the Cans or Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle and where the material in the Cart is not contaminated as set forth in Sections 3.11 and 3.12.

5.02 Non-Subscription Roll-Out Collection Service. Notwithstanding any term or definition set forth in this Agreement, CONTRACTOR shall provide non-subscription Roll-Out Collection Service to a SFD Customer if a Customer residing therein has provided documentation, in a manner satisfactory to CONTRACTOR that all individuals over the age of sixteen (16) residing in the Customers residence: 1) have handicapped status recognized by the California Department of Motor Vehicles; and 2) are functionally unable to place their Solid Waste, Recyclables, and Green Waste Cans or Carts at the curb for Collection. In addition, COUNTY may direct CONTRACTOR to provide non-subscription Roll-out Collection Service to
Customers who meet the criteria set by COUNTY. No additional monies shall be due to CONTRACTOR for the provision of non-subscription Roll-Out Collection Service.

5.02.1 Subscription Roll-Out Collection Service. CONTRACTOR shall provide Roll-Out Collection Service to a SFD Customer if requested by the Customer for their convenience. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1 for subscription Roll-Out Collection Service.

5.02.2 Collection Day. CONTRACTOR shall provide subscription and non-subscription Roll-Out Collection Service on the same Work Day that curbside Collection would otherwise be provided to the SFD Customer.

5.03 Frequency and Scheduling of Service. Except as set forth in Section 5.10, SFD Collection Services shall be provided one (1) time per week on a scheduled route basis. SFD Collection Services shall be scheduled so that a SFD Customer receives Solid Waste Collection Service, Recyclables Collection Service, Green Waste Collection Service, and Used Oil Collection Service on the same Work Day.

5.04 Non-Collection. Except as set forth in Sections 5.05, and 5.10, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables, or Green Waste that is not placed in a Cart or Can. CONTRACTOR shall also not be required to Collect Carts (or Cans) whose weight is in excess of sixty (60) pounds. In the event of non-collection, CONTRACTOR shall affix to the Cart (or Can) a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

5.05 Overages. The first time that a SFD Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart (or Can), CONTRACTOR will Collect that material without surcharge, but will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Cart (or Can), unless he or she has requested On-call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Carts (or Cans) again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

5.05.1 The second time, and each time thereafter, that a Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart (or Can), CONTRACTOR will Collect the Cart (or Can) and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

5.06 Additional Solid Waste Capacity. In the event a Customer requests Solid Waste capacity in excess of that provided by the default Cart (or Can) capacity, CONTRACTOR shall be compensated for the provision of those additional Carts (or Cans) in accordance with the Rate Schedule set forth in Exhibit 1.

5.07 Additional Recycling Capacity. In the event a Customer requests Recyclables capacity in excess of that provided by the default Cart (or Can) capacity, CONTRACTOR shall be compensated for the provision of those additional Carts (or Cans) in accordance with the Rate Schedule set forth in Exhibit 1.

5.08 Additional Green Waste Capacity. In the event a Customer requests Green Waste capacity in excess of that provided by the default Cart (or Can) capacity, CONTRACTOR
shall be compensated for the provision of those additional Carts (or Cans) in accordance with the Rate Schedule set forth in Exhibit 1.

5.09 Pickup of Under-utilized Additional Recyclables or Green Waste Containers. If CONTRACTOR'S vehicle driver reports, and CONTRACTOR'S customer service representative enters into Customer's account records that Customer does not set out an additional Recyclables or Green Waste Container(s) more than once a month for three (3) consecutive months, then CONTRACTOR may leave a notice stating that CONTRACTOR will pick up the Customer's unused or under-utilized additional Recyclables or Green Waste Container(s) unless Customer sets out that additional Container(s) at least every other week.

5.10 On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the additional on-call service rate as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

5.10.1 General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all SFD Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

5.10.2 Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to five (5) cubic yards.

5.10.3 Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers and shall be limited to a total of one half (0.5) cubic yard.

5.10.4 Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

5.10.5 Scheduling On-Call Collection Service. CONTRACTOR, when requested by Customer shall provide each SFD Customer with On-call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

5.10.6 Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly Disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

Hazardous Waste, including anti-freeze;

Unacceptable Waste;

Concrete;

dirt; or
5.10.6.6 more than two (2) tires from any SFD Customer per Collection.

5.11 **Used Oil Collection Service.** This service will be governed by the following terms and conditions:

5.11.1 *Conditions of Service.* CONTRACTOR shall provide Used Oil and Used Oil Filter Collection Service to all SFD Customers in the Service Area utilizing Used Oil Containers for the accumulation and set-out of their Used Oil, and Used Oil Filter Containers for the accumulation and set out of their Used Oil Filters where the Used Oil Containers and Used Oil Filter Containers have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR’S Collection crew and vehicle.

5.11.2 **Non-Collection.** CONTRACTOR shall not be required to Collect material placed in Used Oil or Used Oil Filter Containers unless the material is Used Oil or Used Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the oil or filter. In the event of non-collection, CONTRACTOR shall affix to the Used Oil or Used Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Agreement. If non-collection is because the Used Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Oil or Used Oil Filter Containers in a number sufficient to contain the Used Oil or Used Oil Filters set out, but not exceeding sixteen (16) quarts, or two (2) Used Oil Filters along with the Non-Collection Notice.

5.11.3 **Spillage.** CONTRACTOR shall carry oil absorbent material on all vehicles used to Collect Used Oil and shall cleanup any Used Oil that spills during Collection, which has leaked from the Used Oil or Used Oil Filter Container after setout but prior to Collection, or which spills or leaks during the time the Used Oil or Used Oil Filter is in the Collection vehicle.

5.11.4 **Used Oil and Used Oil Filter Containers.** Upon receipt of a verbal request of County or a Customer, CONTRACTOR shall provide the SFD Customer at their residence with Used Oil Containers and Used Oil Filter Containers in the number requested by COUNTY or the Customer but not exceeding a number sufficient to hold sixteen (16) quarts of Used Oil and two (2) Used Oil Filters. CONTRACTOR shall deliver said Containers no later than the next regularly scheduled Collection day.

5.11.4.1 At the time CONTRACTOR Collects Used Oil from a SFD Customer, CONTRACTOR shall leave at the premises one (1) Used Oil Container for each Used Oil Container Collected and one (1) Used Oil Filter Container for each Used Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Oil and Used Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

5.11.5 **Home Composting and Worm Bins.** For at least thirty (30) consecutive Work Days each Agreement Year, CONTRACTOR will offer home composting bins and home worm bins, of a make approved by COUNTY, for sale to SFD Customers in at least two locations, one inland and one coastal, within the Service Area, or if CONTRACTOR does not provide a location within the Service Area, CONTRACTOR will offer said bins for sale to SFD Customers for delivery to the Customer without surcharge. CONTRACTOR will charge Customer a purchase price no greater than CONTRACTOR’S actual cost of purchase, including
taxes and vendor's handling or delivery charges. Upon sale, the bin becomes the property of the purchaser.

5.11.5.1 On the next regularly scheduled Collection day occurring after a SFD Customer's request for delivery of either a home composting bin or home worm bin, CONTRACTOR will deliver the bin to that Customer's premises for the surcharge listed in Exhibit 1 (except as provided in Section 5.11.5).

5.11.6 Intermittent Occupancy. Within one (1) week of a SFD Customer's request, CONTRACTOR will stop or start Collection at that Customer's residence which serves as the Customer's vacation or second home. The invoice for such intermittent service shall be pro-rated for the actual number of weeks CONTRACTOR provides Collection Service.

Article 6. MFD Cart Collection Services

6.01 MFD Cart Collection Services. These services will be governed by the following terms and conditions:

6.01.1 Default Capacity. CONTRACTOR shall provide each MFD Cart Customer with such number of Solid Waste Carts as are requested, and up to one (1) 64 gallon, (or if requested by Customer, 96 gallon) Recyclables Cart for each Solid Waste Cart. Solely for the purpose of applying the provisions of Section 13.03.1, the default service level shall be a thirty five (35) gallon Solid Waste Cart and a sixty four (64) gallon Recycling Cart for each occupied Dwelling Unit.

6.01.2 Subscription Green Waste Collection Service. If requested by MFD Cart Customer, CONTRACTOR shall provide subscription Green Waste Collection Service in a manner agreed upon between the MFD Cart Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement.

6.01.3 Conditions of Service. CONTRACTOR shall provide MFD Cart Collection Service to all MFD Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06 regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Section 6.03 and 6.06, regardless of whether or not the lid of the Cart is closed; and, 4) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

6.01.4 Size and Frequency of Service. Each service shall be provided weekly on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received one (1) time per week. The size of the Cart, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Cart on a regular basis.

6.02 Non-Collection. Except as set forth in Section 6.03 and 6.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables or Green Waste from a MFD Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and
shall affix to the Cart a Non-Collection Notice explaining why Collection was not made.

6.03 Overages. The first time that a MFD Cart Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

6.03.1 The second time, and each time thereafter, that a MFD Cart Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

6.04 Additional Recyclables Capacity. In the event a Customer requests Recyclables capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1.

6.06 On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no additional charge to the MFD Cart Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

6.06.1 General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all MFD Cart Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

6.06.2 Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by three (3) cubic yards.

6.06.3 Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by one half (.5) cubic yards.
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6.06.4 **Excess On-Call Collection Capacity.** CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

6.06.5 **Scheduling On-Call Collection Service.** CONTRACTOR, when requested by the Customer or property manager shall provide the MFD with On-Call Collection Service on the Customers next regular Collection day or as agreed to between CONTRACTOR and Customer.

6.06.6 **Non-Collection.** In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection Service:

- **6.06.6.1** Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);
- **6.06.6.2** Hazardous Waste, including anti-freeze;
- **6.06.6.3** Unacceptable Waste;
- **6.06.6.4** concrete;
- **6.06.6.5** dirt; or
- **6.06.6.6** more than two (2) tires per occupied Dwelling Unit per Collection.

6.06.7 **Bi-ennial Visit.** CONTRACTOR shall visit each MFD Cart Customer at least once every two (2) years during the term of this Agreement to perform a site waste assessment. As part of the assessment, CONTRACTOR shall meet with the property manager to review level of service and to discuss Diversion opportunities. The results of each visit shall be documented and reported in the monthly report to COUNTY.

**Article 7. MFD Bin Collection Services**

7.01 **MFD Bin Collection Services.** These services will be governed by the following terms and conditions:

- **7.01.1** **Default Capacity.** CONTRACTOR shall provide each MFD Bin Customer with a minimum of one (1), 1 cubic yard Solid Waste Bin, and up to one half (1/2) of the MFD Customer's subscribed Solid Waste capacity in Recyclables capacity.

- **7.01.2** **Subscription Green Waste Collection Service.** If requested by MFD Bin Customer, CONTRACTOR shall provide subscription Green Waste Collection Service in a manner agreed upon between the MFD Bin Customer and CONTRACTOR for the "Green Waste per gallon" service rate as set forth in Exhibit 1 to this Agreement.

- **7.01.3** **Conditions of Service.** CONTRACTOR shall provide MFD Bin Collection Service to all MFD Bin Customers in the Service Area whose: 1) Solid Waste is containerized in Bins, except as set forth in Section 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set forth in Section 7.03 and 7.06, regardless of whether or not the lid of the Container is closed; 3) Green Waste is containerized in Carts or Bins, except as set forth in Section 7.03 and 7.06, regardless
of whether or not the lid of the Container is closed; and, 4) where the Carts or Bins are accessible as set forth in Section 7.01.5.

7.01.4 Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Bin or Cart on a regular basis.

7.01.5 Accessibility. CONTRACTOR shall Collect all Solid Waste, Recyclables and Green Waste Bins or Carts that are readily accessible to CONTRACTOR’S crew and vehicles and not blocked. However, CONTRACTOR shall provide “push services” as necessary during the provision of MFD Bin Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location. CONTRACTOR shall be compensated for such services at the rate set forth in Exhibit 1.

7.02 Non-Collection. Except as set forth in Section 7.03 and 7.06, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables and Green Waste from a MFD Bin Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

7.03 Overages. The first time that a MFD Bin Customer does not discard Solid Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Bin or Cart, unless he or she has requested On-Call Collection Service; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

7.03.1 The second time, and each time thereafter, that a Customer does not discard Solid Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

7.04 Additional Recyclables Capacity. In the event a Customer requests Recyclables capacity in excess of that provided by the default capacity, CONTRACTOR shall be compensated for the provision of those additional Carts or Bins in accordance with the Rate Schedule set forth in Exhibit 1.

7.05 Pickup of Under-Utilized Additional Containers. If CONTRACTOR’S vehicle driver reports, and CONTRACTOR’S Customer service representative enters into Customer’s account records that Customer does not set out an additional Container(s) more than once a month for three (3) consecutive months, then CONTRACTOR may leave a notice stating that
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1236 CONTRACTOR will pick up the Customer's unused or under-utilized additional Container(s) unless Customer sets out that additional Container(s) at least every other week.

1238 7.06 On-Call Collection Service. This service shall be provided one (1) time per full or partial Calendar Year at no charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service one (1) time in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

1243 7.06.1 General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all MFD Bin Customers in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

1248 7.06.2 Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by three (3) cubic yards.

1251 7.06.3 Other Items. Universal Waste (except fluorescent tubes), E-Waste and CED's shall be placed in bags, boxes or containers and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the number of occupied Dwelling Units in the MFD receiving the service by one half (.5) cubic yards.

1254 7.06.4 Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

1257 7.06.5 Scheduling On-Call Collection Service. CONTRACTOR, when requested by the MFD Bin Customer shall provide the MFD with On-Call Collection Service on the Customer's next regular Collection day or as agreed to between CONTRACTOR and Customer.

1260 7.06.6 Non-Collection. In the event of non-collection, CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR shall not be required to Collect the following items as part of On-Call Collection service:

1263 7.06.6.1 Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

1266 7.06.6.2 Hazardous Waste, including anti-freeze;

1269 7.06.6.3 Unacceptable Waste;

1272 7.06.6.4 concrete;

1275 7.06.6.5 dirt; or

1278 7.06.6.6 more than two (2) tires per occupied Dwelling Unit per Collection.

1281 7.06.7 Bi-ennial Visit. CONTRACTOR shall visit each MFD Bin Customer at least once every two (2) years during the term of this Agreement to perform a site waste
assessments. As part of the assessment, CONTRACTOR shall meet with the MFD Bin Customer to review level of service and to discuss Diversion opportunities. The results of each visit shall be documented and reported in the monthly report to COUNTY.

Article 8. Commercial Cart Collection Services

8.01 Commercial Collection Services. These services will be governed by the following terms and conditions:

8.01.1 Default Capacity. CONTRACTOR shall provide each Commercial Cart Customer with such number of Solid Waste Carts as are requested, and up to one (1) 64 gallon, or if requested by Customer, 96 gallon Recyclables Cart for each Solid Waste Cart.

8.01.2 Subscription Green Waste Collection Service. If requested by a Commercial Cart Customer, CONTRACTOR shall provide Subscription Green Waste Collection Service in a manner agreed upon between the Commercial Cart Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement except that there shall be no charge for providing Subscription Green Waste Collection Services to those COUNTY Facilities listed on Exhibit 10 whose listed services include the Collection of Green Waste. However the provision of such service at no charge shall be limited to the Container size and frequency of Collection as set forth for each COUNTY Facility on Exhibit 10. Accordingly, CONTRACTOR shall have the right to invoice the subscribing County agency for Subscription Green Waste Services provided in excess of those limitations set forth on Exhibit 10.

8.01.3 Conditions of Service. CONTRACTOR shall provide Commercial Cart Collection Service to all Commercial Cart Customers in the Service Area whose: 1) Solid Waste is containerized in Carts, except as set forth in Section 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 2) Recyclables are containerized in Carts, except as set forth in Section 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; 3) Green Waste is containerized in Carts, except as set forth in Section 8.03 and 8.05, regardless of whether or not the lid of the Cart is closed; and, 4) where the Carts have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

8.01.4 Size and Frequency of Service. Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Cart on a regular basis. Regardless of the Container size and frequency selected, as identified on Exhibit 10, there shall be no charge for providing Commercial Cart Collection Service to COUNTY Facilities.

8.02 Non-Collection. Except as set forth in Section 8.03 and 8.05, CONTRACTOR shall not be required to Collect any Solid Waste, Recyclables or Green Waste from a Commercial Cart Customer that is not placed in a Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-
collection and shall affix to the Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

8.03 Overtages. The first time that a Commercial Cart Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Cart; 2) describing how the Customer can arrange for additional capacity; and, 3) warning that if the Customer discards material outside Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

8.03.1 The second time, and each time thereafter that a Customer does not discard Solid Waste, Recyclables or Green Waste inside a Cart, CONTRACTOR will Collect the Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

8.04 Additional Recyclables Capacity. In the event a Customer requests Recyclables capacity in excess of that provided by the default Cart capacity, CONTRACTOR shall be compensated for the provision of those additional Carts in accordance with the Rate Schedule set forth in Exhibit 1 except that there shall be no charge for providing excess Recycling capacity to COUNTY Facilities.

8.05 On-Call Collection Service. CONTRACTOR may offer this service and shall be compensated in accordance with the surcharge listed on the Rate Schedule set forth in Exhibit 1.

8.06 Triennial Visit. CONTRACTOR shall visit each Commercial Cart Customer at least once every three (3) years during the term of this Agreement. CONTRACTOR shall meet with the Commercial Cart Customer or business owner to review level of service, discuss Diversion opportunities, and offer to perform a site waste assessment. The results of each visit shall be documented and reported in the monthly report to COUNTY.

Article 9. Commercial Bin Collection Services

9.01 Commercial Bin Collection Services. These services will be governed by the following terms and conditions:

9.01.1 Default Capacity. CONTRACTOR shall provide each Commercial Bin Customer with a minimum of one (1), 1 cubic yard Solid Waste Bin, and up to one half (½) of the Customer's subscribed Solid Waste capacity in Recyclables capacity.

9.01.2 Subscription Green Waste Collection Service. If requested by Commercial Bin Customer, CONTRACTOR shall provide Subscription Green Waste Collection Service in a manner agreed upon between the Commercial Bin Customer and CONTRACTOR for the service rate as set forth in Exhibit 1 to this Agreement except that there shall be no charge for providing Subscription Green Waste Collection Services to those COUNTY Facilities listed on Exhibit 10 whose listed services include the Collection of Green Waste. However the provision of such service at no charge shall be limited to the Container size and frequency of Collection as set forth for each COUNTY Facility on Exhibit 10. Accordingly, CONTRACTOR shall have the right to invoice the subscribing County agency for Subscription Green Waste Services provided in excess of those limitations set forth on Exhibit 10.
9.01.3 **Conditions of Service.** CONTRACTOR shall provide Commercial Bin Collection Service to all Commercial Bin Customers in the Service Area whose: 1) Solid Waste is containerized, except as set forth in Section 9.03 and 9.05, regardless of whether or not the lid of the Container is closed; 2) Recyclables are containerized in Carts or Bins, except as set forth in Section 9.03, regardless of whether or not the lid of the Container is closed; 3) Green Waste is containerized, except as set forth in Section 9.03 and 9.05, regardless of whether or not the lid of the Container is closed; and, 4) where the Carts or Bins are accessible as set forth in Section 9.01.5.

9.01.4 **Size and Frequency of Service.** Each service shall be provided at least once every week on a scheduled route basis. However, in those instances where the scheduled Collection day falls on a holiday as set forth in Section 3.09 herein, the Collection day may be adjusted in a manner agreed to between the Customer and CONTRACTOR as long as service is received a minimum of one (1) time per week. The size of the Bin or Cart, (above the minimum) and the frequency of Collection, (above the minimum) shall be determined between the Customer and CONTRACTOR. However, size and frequency shall be sufficient to provide that no Solid Waste, Recyclables, or Green Waste need be placed outside the Bin or Cart on a regular basis. Regardless of the Container size and frequency as identified on Exhibit 10, there shall be no charge for providing Commercial Bin Collection Service to COUNTY Facilities.

9.01.5 **Accessibility.** CONTRACTOR shall Collect all Solid Waste Bins and Recyclables and Green Waste Bins or Carts that are readily accessible to CONTRACTOR'S crew and vehicles and not blocked. However, CONTRACTOR shall provide "push services" as necessary during the provision of Commercial Bin Collection Services. Push services shall include, but not be limited to, dismounting from the Collection vehicle, moving the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

9.02 **Non-Collection.** Except as set forth in Section 9.03 and 9.05, CONTRACTOR shall not be required to Collect any Solid Waste or Recyclables from a Commercial Bin Customer that is not placed in a Bin or Cart as appropriate. In the event of non-collection, CONTRACTOR shall contact the Customer to discuss the reason for the non-collection and shall affix to the Bin or Cart a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Agreement.

9.03 **Overages.** The first time that a Commercial Bin Customer does not discard Solid Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will Collect that material without surcharge, but it will leave a Non-Collection Notice indicating that: 1) the Customer must place Solid Waste, Recyclables or Green Waste in a Bin or Cart; 2) describing how the Customer can arrange for additional capacity; and 3) warning that if the Customer discards material outside Bins or Carts again, CONTRACTOR will Collect the material and charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

9.03.1 The second time, and each time thereafter that a Customer does not discard Solid Waste, Recyclables or Green Waste inside a Bin or Cart, CONTRACTOR will Collect the Bin or Cart and the un-containerized material and will charge the un-containerized surcharge listed on the Rate Schedule set forth in Exhibit 1.

9.04 **Additional Recyclables Capacity.** Upon request of a Commercial Bin Customer, CONTRACTOR shall provide additional Recyclables capacity by providing Carts or Bins as requested by the Customer. CONTRACTOR shall be compensated for the provision of those
additional Carts or Bins in accordance with the Rate Schedule set forth in Exhibit 1 except that there shall be no charge for providing additional Recyclables capacity to COUNTY Facilities.

9.05 On-Call Collection Service. CONTRACTOR may offer this service and shall be compensated in accordance with the surcharge listed on the Rate Schedule set forth in Exhibit 1.

9.06 Triennial Visit. CONTRACTOR shall visit each Commercial Bin Customer at least once every three (3) years during the term of this Agreement. CONTRACTOR shall meet with the property manager or business owner to review level of service, discuss Diversion opportunities, and offer to perform a site waste assessment. The results of each visit shall be documented and reported in the monthly report to COUNTY.

Article 10. Roll-Off Collection Services

10.01 General. CONTRACTOR shall perform Roll-Off Collection Services as described in this Agreement as set forth below.

10.02 Roll-Off Collection Services. The Roll-Off Collection Services to be performed by CONTRACTOR shall include the following:

10.02.1 Upon a Customer's request, CONTRACTOR shall deliver or pick-up On-Call Bin(s) and Roll-Off Container(s) in the capacity and number agreed upon between CONTRACTOR and Customer within two (2) Work Days of any Person's request. CONTRACTOR will Collect all Solid Waste, Recyclables, Green Waste and Construction and Demolition Debris discarded in said On-Call Bin(s) or Roll-off Container(s) at the frequency requested by Customer. CONTRACTOR shall be compensated for such services at the rates set forth in Exhibit 1;

10.02.2 Customers may keep On-Call Bins and Roll-off Containers for five (5) Work Days, not counting the delivery and removal days. After five (5) Work Days, not counting the delivery and removal days, CONTRACTOR may charge the Customer a demurrage surcharge as set forth in Exhibit 1;

10.02.3 Provision, maintenance, and replacement of all Containers and receptacles required for the provision of all On-Call Bin and Roll-Off Collection Services; and

10.02.4 Transfer of Construction and Demolition Debris to the appropriate Construction and Demolition Debris Processing Facility designated under this Agreement for separation and processing.

10.03 Processing of Construction and Demolition Debris.

10.03.1 All Construction and Demolition Debris Collected shall be visually inspected by CONTRACTOR to estimate if the load contains seventy (70) percent or more of divertible Construction and Demolition Debris. If so, the Construction and Demolition Debris shall be delivered to a Construction and Demolition Debris Processing Facility for the purpose of maximizing the rate of Diversion from the landfill. This processing must, on a Calendar Year basis beginning January 1, 2011 during the term of this Agreement, Divert a minimum of ninety (90) percent of all asphalt and concrete and a minimum of fifty (50) percent of all other Construction and Demolition Debris Collected under the terms of this Agreement by weight from being landfilled.
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10.04 Rates. The rates for On-Call Bins and Roll-Off Containers shall be as specified in the rate schedule set forth in Exhibit 1.

10.05 Records. CONTRACTOR will conduct proper record keeping to be sure that the Construction and Demolition Debris materials are Diverted to the extent possible and the amount disposed and amount Diverted are properly recorded and reported.

Article 11. Other Services

11.01 Christmas Tree Collection. Except as set forth in Section 11.01.1, CONTRACTOR shall Collect Christmas trees from SFD Customers, MFD Customers and Commercial Customers within the Service Area during the period beginning January 1st and ending January 31st of each Calendar Year during the term of this Agreement at no additional charge to the Customer or to COUNTY. Christmas trees, which are stripped of ornaments, garlands, tinsel, flocking and stands shall be Collected at the curb or designated set out site.

11.01.1 Contaminated Christmas Trees. Christmas trees that are flocked, contain tinsel or other decorations, or are attached to a tree stand are not required to be Collected. In the event of non-collection CONTRACTOR shall affix to the Christmas tree a Non-Collection Notice explaining why Collection was not made and how the tree may be properly disposed of and shall maintain a copy of such notice during the term of this Agreement.

11.02 Diversion. CONTRACTOR shall Divert all Christmas trees that it Collects.

11.03 On-Call Collection Services for Employee Housing Sites. This service shall be provided up to two (2) times per full or partial Calendar Year at no additional charge to the Customer. CONTRACTOR shall be compensated for providing On-Call Collection Service more than two (2) times in any full or partial Calendar Year in accordance with the "additional on-call service rate" as set forth in Exhibit 1. This service will be governed by the following terms and conditions:

11.03.1 General Conditions of Service. CONTRACTOR shall provide On-Call Collection Service to all Employee Housing sites, as defined in Section 1.44 of this Agreement, in the Service Area whose material has been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by CONTRACTOR and Customer, that will provide safe and efficient accessibility to CONTRACTOR'S Collection crew and vehicle.

11.03.2 Bulky Items. Bulky Items shall be placed loose at the set-out location and shall be limited to the Collection of a maximum number of cubic yards calculated by multiplying the actual number of employees permitted to be housed at the Employee Housing site by one (1) cubic yard per Collection event, per site. The actual number of employees permitted to be housed at the Employee Housing site shall be as provided in Exhibit 8 to this Agreement, or in the event the Employee Housing Site is not listed on Exhibit 8 as provided by COUNTY or Customer.

11.03.3 Other Items. Universal Waste (except fluorescent tubes), Electronic Waste, and CED's shall be placed in bags, boxes or Containers and shall be limited to the Collection of a maximum number of gallons calculated by multiplying the actual number of employees permitted to be housed at the Employee Housing site by thirty-five (35) gallons per Collection event, per site. The actual number of employees permitted to be housed at the Employee Housing site shall be as provided in Exhibit 8 to this Agreement, or in the event the Employee Housing Site is not listed on Exhibit 8 as provided by COUNTY or Customer.
11.03.4 Excess On-Call Collection Capacity. CONTRACTOR shall be compensated for the cost of Collecting items in excess of these limitations in accordance with the "excess on-call collection capacity" service rates as set forth in Exhibit 1 and as may be adjusted under the terms of this Agreement.

11.03.5 Non-Collection. In the event of non-collection CONTRACTOR shall affix to the item a Non-Collection Notice explaining why Collection was not made and how the item may be properly disposed of and shall maintain a copy of such notice during the term of this Agreement. CONTRACTOR shall not be required to Collect the following Items as part of providing On-Call Collection Service to Employee Housing Customers:

11.03.5.1 Any single item that cannot be handled by two (2) people using a dolly (except for the purposes of this Section a box springs and mattress will not be considered as a single item);

11.03.5.2 Hazardous Waste, including anti-freeze;

11.03.5.3 Unacceptable Waste;

11.03.5.4 concrete;

11.03.5.5 dirt; or

11.03.5.6 more than two (2) tires per actual employee permitted to be housed at the site per Collection event.

11.03.6 Notice to Customers and Workers. If On-Call Collection Service is requested at least thirty (30) days prior to the Collection Day, CONTRACTOR will provide Employee Housing Customers with the following written information in English and Spanish:

11.03.6.1 (1) The specific date and approximate time, (2) educational materials encouraging Customers’ workers to set out Recyclables, (3) a list of sample Recyclables (such as books and clothing), Bulky Items, E-Waste, CED’s and Universal Waste, and (4) description of the manner of setting out these materials (such as in open boxes) where CONTRACTOR’S personnel can readily see and separate Recyclables, Bulky Items, E-Waste, CED’s and Universal Waste from other Solid Waste.

11.03.6.2 Such written material shall be provided to Customer in reasonable quantities as requested by Customer. CONTRACTOR shall not be responsible for the placement of the written materials at the Employee Housing site.

11.03.7 Participation in Central Coast Recycling Media Coalition (CCRMC). CONTRACTOR will regularly participate in activities of the CCRMC, including the following: attending meetings, helping develop media campaigns, contributing to subcommittee activities, and making an annual financial contribution of at least Six Thousand Dollars ($6,000) adjusted by the CPI (as defined in Exhibit 2) at the same time as the service rates under Article 13.

11.04 COUNTY Clean-Up Services.

11.04.1 Each full or partial Calendar Year during the term of this Agreement CONTRACTOR shall, at no charge to COUNTY, provide for a maximum four hundred eighty (480) cubic yards of COUNTY Clean-up Service capacity.

11.04.2 CONTRACTOR shall, in response to the written request of the Contract Administrator, deliver and collect Roll-Off Containers for use in COUNTY’ clean-up programs. Each clean-up event shall consist of a single Collection day beginning at 6:00 a.m.
and ending at 6:00 p.m. The Contract Administrator shall notify CONTRACTOR in writing not less than five (5) Work Days prior to the date of the service. The notice to CONTRACTOR shall specify the date of delivery and Collection of the Roll-Off Containers, the location(s) for delivery, and the number of and size of the Roll-Off Containers to be delivered. As part of this service, CONTRACTOR shall provide supervision of the Roll-Off Containers for COUNTY Clean-Up Services. At such time as the Roll-Off Container is full, but not later than the end of the COUNTY Clean-Up Service day, CONTRACTOR shall transport and deliver the Collected materials to such facilities as are appropriate for the disposition of the Collected materials.

11.04.3 With the prior written consent of the Contract Administrator, CONTRACTOR may provide for the Collection of materials at a COUNTY Clean-up Service event in a vehicle or Container other than a Roll-Off Container. However, in the event CONTRACTOR elects to utilize this alternative Collection process, CONTRACTOR is responsible for obtaining documentation of the weight of the materials Collected, Diverted and Disposed in a manner that is acceptable to COUNTY.

11.05 Large Venue Collection Service. CONTRACTOR shall provide for the Collection, transportation and processing or Disposal of Solid Waste and Recyclables at large venue type events each full or partial Calendar Year as requested by Customer. CONTRACTOR shall provide each large venue event Customer with such number of Solid Waste Bins or Roll-off Containers as requested and the equivalent volume of Recyclables Containers. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of Solid Waste Containers at the service rates as set forth in Exhibit 1 to this Agreement. For those events included in Exhibit 11, CONTRACTOR shall not be compensated.

11.05.1 Prior to providing these services at an event, CONTRACTOR will meet with the event promoter to determine the best way to maximize diversion at the event. At Customer’s request, CONTRACTOR shall provide effective means to differentiate Solid Waste from Recyclables Containers including signs, magnets, banners or other methods. At a minimum, CONTRACTOR will maintain at least one (1) employee on site the last three (3) hours of each day of each event to monitor the Recyclables Roll-Off Containers or Bins used to consolidate Recyclables Collected during the event in individual Recyclables receptacles. The employee will be responsible for determining that only materials from Recyclables receptacles are emptied into the Recyclables Roll-Off Containers or Bins provided by CONTRACTOR. In the event CONTRACTOR or the promoter determines that material in the Recyclables receptacles is contaminated to the extent that it should not be emptied into the Recyclables Roll-Off Containers or Bins provided by CONTRACTOR, the contaminated Recyclables shall be treated as Solid Waste. CONTRACTOR shall use its best judgment to determine when the Bins are to be emptied, except that Bins shall be emptied prior to overflowing or when in the opinion of the Contract Administrator they are creating a public nuisance.

11.05.2 Additional Recyclables Capacity. Upon request of a large venue Customer, CONTRACTOR shall provide additional Recyclables capacity as requested. For those events not included in Exhibit 11, CONTRACTOR shall be compensated for the provision of those additional Bins or Roll-off Containers in accordance with the Rate Schedule set forth in Exhibit 1. For those events included in Exhibit 11, CONTRACTOR shall not be compensated for the provision of additional Recyclables capacity.

11.06 Modifications to Exhibit 11. Exhibit 11 may be modified as set forth in Section 22.16.
11.07 **Abandoned Waste.** CONTRACTOR shall direct its Collection vehicle drivers to note (i) the addresses of any public property at which the driver observes that Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's and/or Construction and Demolition Debris are accumulating; and (ii) the address, or other location description (including county roadways), at which the materials have been dumped in an apparently unauthorized manner.

11.07.1 CONTRACTOR'S drivers will report any abandoned waste that they observe while on route, or in transit to and from their route. Reporting will be accomplished through either direct communication to dispatch, and through a written log, which will be turned in to dispatch as well as the compliance team. The reported data will include the location, approximate size, and if possible general description of the material abandoned. This information will be summarized and provided to the Contract Administrator or other designated COUNTY staff daily, by e-mail.

11.07.2 Each week, using information provided by both CONTRACTOR'S drivers, and COUNTY crews in the field, COUNTY staff will identify and mark up to four (4) abandoned waste sites to be collected by CONTRACTOR with a "CMC" in fluorescent colored spray paint. Selected abandoned waste sites shall be within ten (10) feet of the curb or swale of the roadway on public property with reasonable truck access, and will be limited to those that meet the basic parameters of the agreed upon SFD On-Call Waste and Recycling Collection Program, including any safety guidelines. No later than 3:00 pm one (1) day prior to the required day of Collection, the Contract Administrator or his designnee shall provide CONTRACTOR with a list of the four (4) locations selected, by e-mail to designated CONTRACTOR staff.

11.07.3 After receiving the information on the four (4) abandoned waste locations selected by the COUNTY, the abandoned waste locations will be assigned to CONTRACTOR On-Call collection drivers to Collect on a weekly basis. On-Call Collection drivers will Collect all abandoned waste sites selected by COUNTY on the designated day of Collection. On-Call collection drivers shall document that the selected sites have either been fully Collected, or not fully Collected as a result of Unacceptable Waste. On-Call Collection drivers shall take photos of all abandoned waste collection sites after Collection and will identify the location of any abandoned waste sites not fully Collected. By 10:00 am on the day after scheduled Collection, this information will be e-mailed to the Contract Administrator or other designated COUNTY staff for follow up and resolution.

11.08 **Emergency Services.** In the event of a "Declared Emergency," the Contract Administrator may grant CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator shall make an effort through the local news media to inform the public when regular services may be resumed.

11.08.1 **Emergency Service Compensation.** CONTRACTOR shall provide emergency services (i.e., special collections, transport, processing and disposal) at COUNTY’S request in the event of major accidents, disruptions, or natural calamities. CONTRACTOR shall be capable of providing emergency services within twenty-four (24) hours of notification by COUNTY or as soon thereafter as is reasonably practical in light of the circumstances. Emergency services which exceed the scope of work under this Agreement and which are not compensated as special services in accordance with Exhibit 1, or through reimbursement by the
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11.08.2 Emergency Service Backup Plan. Except for the occurrence of strikes, lockouts and other labor disturbances which are governed by the provision of Article 32 of this Agreement, CONTRACTOR shall implement the emergency service backup plan provided by CONTRACTOR and approved by COUNTY as set forth Exhibit 9 to this Agreement, if for any reason CONTRACTOR fails, or is unable for a period of forty-eight (48) hours to Collect and/or at any time to transport Solid Waste or any portion thereof to an appropriate facility and the County Director of Health determines there is danger to the public health, safety, or welfare.

11.08.3 Reporting. CONTRACTOR will cooperate with COUNTY, the State of California and federal agencies in filing information related to a regional, state or federal declared state of emergency or disaster as to which CONTRACTOR has provided Collection Services under this Section.

11.09 Recycling Coordinator. CONTRACTOR shall provide one (1) full-time equivalent (FTE) recycling coordinator whose time shall be dedicated full time to COUNTY during the term of the Agreement and whose function during normal business hours of each Work Day shall be to provide services related to meeting the diversion requirements of the Collection Service Agreement.

11.10 County Source Reduction and Recycling Element (SRRE) Strategic Plan. Beginning on January 31, 2011 and annually thereafter during the term of this Agreement CONTRACTOR will provide COUNTY with a strategic plan with specific programs goals and objectives to increase diversion rates consistent with the SRRE. The plan should be based on the results of the prior years activities and include a discussion of those year programs, including strengths and weaknesses.

11.11 News Media Relations. CONTRACTOR shall notify the Contract Administrator by Fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR’S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, CONTRACTOR will discuss CONTRACTOR’S proposed response with the Contract Administrator.

11.11.1 Copies of draft news releases or proposed trade journal articles related to the provision of Collection Services under this Agreement shall be submitted to COUNTY for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to COUNTY simultaneously with CONTRACTOR’S submittal to such regulatory agency.

11.11.2 Copies of articles resulting from media interviews or news releases shall be provided to COUNTY within five (5) Work Days after publication.

11.12 Waste Generation and Characterization Studies. CONTRACTOR agrees to participate and cooperate with COUNTY and its agents in all Solid Waste generation and characterization studies conducted no more frequently than once each Agreement Year, at no cost to COUNTY, including modification of routes, separate Collection of an individual
1690 Customer's Solid Waste, and delivering targeted loads of Solid Waste to a location or locations designated by COUNTY.

1692 **11.13 Waste Assessments.** Within Twenty-four (24) months of commencement of service in the Service Area, CONTRACTOR will conduct a waste generation and characterization assessment of each MFD and Commercial Customer to identify Customer's potential to Recycle and Divert the Customer's Solid Waste. The assessments shall be performed in accordance with the protocol developed by CONTRACTOR and approved by COUNTY which protocol shall be developed and provided to COUNTY as part of the transition plan set forth in Exhibit 4 of this Agreement.

1699 **11.14 Customer Satisfaction Survey.** Biannually, at COUNTY'S request and at CONTRACTOR'S expense, CONTRACTOR will mail to Customers together with Customers' bills a survey returnable to COUNTY. CONTRACTOR may review and comment upon the form and content of the survey. CONTRACTOR will cooperate with COUNTY and its surveyor in the conduct of the survey, including distributing surveys with bills to Customers. CONTRACTOR may obtain a copy of the results of the survey.

1695 **11.15 Special Services.** COUNTY and CONTRACTOR understand and agree that rates must be approved by the Board pursuant to County Code. In addition to the services described in this Agreement, CONTRACTOR shall provide to Customers in the Service Area such Special Services as may be agreed upon between CONTRACTOR and Board pursuant to Title 10 of the County Code. The additional charge to the Customer for provision of such Special Services shall be determined between CONTRACTOR and the Customer and presented to Contract Administrator and shall be subject to approval by Board prior to provision of such Special Services. Rates for Special Services shall be established in conformity with the rates set out in Exhibit 1, or such parameters as presented by CONTRACTOR to Contract Administrator and subject to approval by Board. Upon request to the Contract Administrator by the CONTRACTOR and/or Customer charges for Special Services shall be subject to review and adjustment, subject to approval by COUNTY Board pursuant to Title 10 of the County Code. If CONTRACTOR is unwilling to provide Special Services or COUNTY and CONTRACTOR are unable to agree on a price for Special Services, Customer may seek Special Services from another vendor.

1690 **11.16 Service Materials Belong to COUNTY.** COUNTY may use without restriction the work product (whether computerized, written, printed or photographic) that CONTRACTOR develops in connection with the provision of Collection Services, including reports and public education/community relations materials.

1704 **11.17 Recycled Materials.**

1705  **11.17.1 Supplies.** CONTRACTOR will use reasonable business effort to purchase office supplies and all paper products with post-consumer recycled content.

1707  **11.17.2 Paper.** CONTRACTOR will use paper having not less than 30% recycled paper content and 10% post-consumer recycled paper content for all correspondence with Customers (including Customer subscriptions billing, newsletters and notices) and COUNTY.

1711  **11.17.3 Recycled Content Policies.** CONTRACTOR will use reasonable business efforts to comply with any recycled content procurement policy that COUNTY may adopt.
Article 12. Billing and Performance Reviews

12.01 Annual Performance and Billing Review. At COUNTY’S sole discretion, within thirty (30) days after written notification to CONTRACTOR, COUNTY may conduct an annual performance and billing review. The review will be performed by COUNTY or a qualified firm under contract with COUNTY. COUNTY shall have the final responsibility for the selection of the firm but shall seek and accept comments and recommendations from CONTRACTOR.

12.02 Purpose. The review shall be designed to meet the following objectives:

12.02.1 Verify that Customer billing rates have been properly calculated and they correspond to the level of service received by the Customer.

12.02.2 Verify that franchise fees, and other fees required under this Agreement have been properly calculated and paid to COUNTY.

12.02.3 Verify CONTRACTOR’S compliance with the reporting requirements and performance standards of the Collection Service Agreement.

12.02.4 Verify the diversion percentages reported by CONTRACTOR.

12.03 Funding of the Performance and Billing Reviews. During the initial term of this Agreement as set forth in Section 2.01, CONTRACTOR shall be responsible for the cost of one (1) review up to a maximum of Seventy Thousand Dollars ($70,000.00) adjusted by the CPI (as defined in Exhibit 2) at the same time as the Collection Service rates under Article 13. However, in the event that this Agreement is extended as provided in Section 2.02 or 2.03 CONTRACTOR shall be responsible for the cost of a second review up to a maximum of Seventy Thousand Dollars ($70,000.00) adjusted by the CPI (as defined in Exhibit 2) at the same time as the Service Fee under Article 13. Nothing in this section shall prohibit COUNTY from conducting additional performance and billing reviews at COUNTY’S own expense.

12.04 CONTRACTOR’S Cooperation. CONTRACTOR shall cooperate fully with the review and provide all requested data, including operational data, financial data and other data requested by COUNTY within thirty (30) Work Days of receipt of the request. Failure of CONTRACTOR to cooperate or provide the requested documents in the required time shall be considered an event of default.

Article 13. Billing and Payment

13.01 Generally. CONTRACTOR shall: (i) bill Customers for Collection Services; (ii) collect payment for those services; (iii) maintain billing and payment records; (iv) provide for the collection of delinquent payments and bad debts; and (v) remit franchise and diversion program and contract administration fees to COUNTY monthly in accordance with this Article.

13.02 Invoices. SFD Collection Services and MFD Cart Collection Services shall be invoiced quarterly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. MFD Bin Collection Services and Commercial Collection Services shall be billed monthly in advance of services provided or as otherwise scheduled by CONTRACTOR and approved by the COUNTY. Roll-Off Collection Services shall be billed in arrears of the provision of service although a deposit may be required in advance. Invoices shall be in format approved by COUNTY and shall not separately identify, list or itemize the Contractor service fee component, franchise fee component, the diversion programs and...
1755 administration fee, or such other components as may be added by COUNTY during the term of
1756 this Agreement.

1757 13.03 Delinquent Service Accounts. CONTRACTOR may consider a Customer
1758 account to be delinquent sixty (60) days from the date of an invoice for SFD Collection Services
1759 or MFD Cart Collection Services, and thirty (30) days from the date of an invoice for MFD Bin
1760 Collection Services, Commercial Collection Services or Roll-Off Collection Services.
1761 CONTRACTOR may charge a delinquent Customer a late fee which is the greater of $5.00
1762 dollars, or 1.5% per month (not compounded). CONTRACTOR may take such action as is
1763 legally available to collect or cause collection of such past due amounts.

1764 13.03.1 In its monthly reports, CONTRACTOR will provide Contract
1765 Administrator with a list of those Customers whose accounts have become delinquent in the
1766 current month and a status update on those Customers whose accounts were listed as
delinquent in the prior months report. In no event, shall CONTRACTOR cease provision of
1768 Solid Waste or Recyclables Collection Services to any SFD Customer due to non-payment.
1769 However, CONTRACTOR may reduce SFD Customers whose accounts have become
delinquent to the default service level. CONTRACTOR may request authorization from
1771 COUNTY to reduce or stop service for MFD or Commercial Customers whose accounts have
1772 become delinquent.

1773 13.04 Minimum Account Collection Procedures. If there is no payment of the bill after
1774 sixty (60) days or more from the original invoice date, CONTRACTOR shall undertake collection
1775 of the bill (including penalties and expenses of collection) for a period of one (1) year from the
1776 invoice date. CONTRACTOR shall make reasonable efforts to obtain payment through
1777 issuance of late payment notices, telephone request for payment, establishment of payment
1778 plans, and assistance from collection agencies (who shall make at least two (2) attempts at
1779 collection). CONTRACTOR shall ensure that a copy of all correspondence and notifications
1780 related to the collection of delinquent accounts or the reduction or cancellation of Collection
1781 Services is maintained and available for review by the Contract Administrator during the term of
1782 this Agreement. This requirement includes correspondence or notifications generated by
1783 CONTRACTOR or CONTRACTOR'S agents including collection agencies assisting
1784 CONTRACTOR in the collection of delinquent accounts.

1785 13.05 Court Collection Actions. If CONTRACTOR'S or CONTRACTOR'S agent's
1786 collection efforts, as set forth above in Section 13.04 fail, CONTRACTOR shall pursue court
1787 collection actions through the State of California, Superior Court of the County of Monterey, or
1788 the Small Claims Court, as applicable, within the timeframe for the applicable statute of
1789 limitations pursuant to State law and pursuant to any local Rules of Court as applicable.
1790 CONTRACTOR understands and agrees that court collection actions are the sole responsibility
1791 of CONTRACTOR. CONTRACTOR further understands and agrees that it is the sole
1792 responsibility of CONTRACTOR to timely initiate court collection actions within the applicable
1793 statute of limitations. Upon completion of any court collections actions, entry of judgment in
1794 favor of CONTRACTOR, and preparation, processing and recordation of an Abstract of
1795 Judgment in favor of CONTRACTOR, CONTRACTOR shall forward a copy of the recorded
1796 Abstract of Judgment to the Contract Administrator. The parties understand and agree that
1797 there is no contractual relationship between COUNTY and CONTRACTOR'S Customers. The
1798 parties further understand and agree that the County Code does not provide for any process
1799 which would authorize COUNTY to place CONTRACTOR'S Customers delinquent accounts on
1800 the County Tax Roll. Therefore, CONTRACTOR'S sole remedy to pursue collection of
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delinquent accounts is through CONTRACTOR’S or CONTRACTOR’S agent’s collection efforts and/or through court collections actions initiated by CONTRACTOR or by CONTRACTOR’S collection agent.

13.06 COUNTY information on invoices. At COUNTY direction, at least four (4) times each Agreement Year, CONTRACTOR will print textual information provided by COUNTY on customer invoices.

13.07 COUNTY inserts. At COUNTY direction, up to four (4) times each Agreement Year, CONTRACTOR will enclose inserts provided by COUNTY with invoices that CONTRACTOR mails to Customers.

13.08 Partial Month Service. If, during a month, a Customer is added to or deleted from CONTRACTOR’S Service Area, CONTRACTOR’S billing shall be pro-rated based on the weekly service rate (the weekly service rate shall be the service rate established in Exhibit 1 divided by four (4), times the number of actual weeks in the month that service was provided to the Customer.

13.09 Low Income Discount. To qualify for the low income discount, SFD Customers must submit their power, water or telephone bills indicating that their Residential Dwelling qualifies for discounted rates from the power, water or telephone provider on the basis of financial need, such as commonly referred to “Life-line” services. CONTRACTOR may require SFD Customers to re-qualify each twelve (12) months. CONTRACTOR will report to the Contract Administrator the names, addresses and service information of those customers that qualify for low income discount. CONTRACTOR shall invoice Customers qualifying for the low income discount at an amount equal to eighty-five (85) percent of the standard Collection Service rate as set forth in Exhibit 1.

13.10 Methods of Payment. CONTRACTOR shall provide the means for Customers to pay bills through the following methods: cash, checks, credit cards, internet payment service and/or automatic withdrawal from bank account. CONTRACTOR shall accept Customer payments at CONTRACTOR’S payment site.

13.11 Service Rate Components. Collection Service rates, fees and surcharges shall consist of some combination of the following elements: a Contractor service fee component, a franchise fee component, a diversion programs and contract administration fee component, and such other components as may be added by COUNTY during the term of this Agreement.

13.12 Full Compensation. The Contractor service fee component of the Collection service rates, fees and surcharges charged and collected by CONTRACTOR as provided for in this Article and as set forth in Exhibit 1 shall be the full, entire, and complete compensation due to CONTRACTOR pursuant to this Agreement for all costs necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

13.13 Adjustments to Service Rates, Surcharges and Fees. Beginning on July 1, 2011 and annually thereafter, subject to CONTRACTOR’S compliance with all provisions of this Article, each Collection Service rate, fee or surcharge as set forth in Exhibit 1 to this Agreement shall be adjusted by the Refuse Rate Index as set forth in Section 13.13.1 below.

13.13.1 Refuse Rate Index (RRI) Adjustment. The RRI adjustment shall be the sum of the weighted percentage change in the annual average of each RRI index number between the base fiscal year, which shall be the prior preceding Calendar Year ending December 31st and the preceding Calendar Year ending December 31st and the percentage...
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1845 change in the prior year and current year Disposal tip fee charged to CONTRACTOR at the
1846 SVSWA Disposal Facility and/or the MRWMD Disposal Facility as appropriate. Therefore, the
1847 first rate adjustment will be based on the percentage changes between the Annual Average of
1848 the RRI indices for the Calendar Year 2009 and the Annual Average of the RRI indices for the
1849 Calendar Year 2010. The RRI shall be calculated using the RRI methodology included in
1850 Exhibit 2.

1851 13.13.2 Annual Rate Adjustment.
1852 13.13.2.1 On July 1, 2011, and annually thereafter, the service rates,
1853 fees and surcharges set forth in Exhibit 1 shall be adjusted by multiplying them by the RRI
1854 percentage adjustment.
1855 13.13.2.2 However, in any year that the calculation of the RRI results
1856 in a negative number, there shall be no adjustment of those service rates, fees and surcharges.
1857 13.13.2.3 In the subsequent year the negative RRI number from the
1858 prior year shall be added to the result of the subsequent years RRI calculation and the result
1859 shall be the RRI percentage for that subsequent year, ("adjusted RRI percentage").
1860 13.13.2.4 The subsequent year rate adjustment shall consist of
1861 multiplying the appropriate service rate, fee or surcharge by the adjusted RRI percentage.
1862 13.13.2.5 Annual adjustments shall be made only in units of one cent
1863 ($0.01). Fractions of less than one cent ($0.01) shall not be considered in making adjustments.
1864 The indices shall be truncated at four (4) decimal places for the adjustment calculations.

1865 13.14 Financial Information. On or before February 15, 2011, and annually thereafter
1866 during the term of this Agreement, CONTRACTOR shall deliver to COUNTY financial
1867 information for the specific services performed under this Agreement for the preceding full or
1868 partial Calendar Year. Such financial information shall be in the format as set forth in Exhibit 2,
1869 or as may be further revised by COUNTY from time to time. If CONTRACTOR fails to submit
1870 the financial information in the required format by February 15th, it is agreed that
1871 CONTRACTOR shall be deemed to have waived the annual rate adjustment for that year.

1872 13.14.1 If CONTRACTOR'S failure to submit the financial information
1873 required under Section 13.14 is the result of extraordinary or unusual circumstances as
1874 demonstrated by CONTRACTOR to the satisfaction of the Contract Administrator, COUNTY, at
1875 its sole discretion, may consider the request for the annual rate adjustment.

1876 13.14.2 As of June 1, 2011 and annually thereafter during the term of this
1877 Agreement, the Contract Administrator shall notify CONTRACTOR of the adjustment to the
1878 affected service rates to take place on the subsequent July 1st.

1879 13.15 Retroactive Adjustments. In the event of a change in a governmental, quasi-
1880 governmental, franchise, regulatory fee, or tipping fee which becomes effective at some time
1881 other than July 1st of any year, CONTRACTOR shall be compensated for such increase through
1882 the inclusion of a "retro element" in the next rate adjustment. COUNTY and CONTRACTOR
1883 agree that the "retro element" shall be an amount needed to compensate CONTRACTOR for
1884 increases in fees paid during the period from the inception of the fee increase through the
1885 subsequent June 30th and shall not include interest, overhead, or any other costs of any type.
1886 The "retro element" shall only be included in the rate structure for twelve (12) months or that
1887 period necessary to allow CONTRACTOR to recover all retroactive amounts, if less than twelve
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(12) months, and shall be removed prior to calculating the rates to be set as of the subsequent July 1st.

13.16 Adjustments to Franchise Fee Component. The franchise fee component shall be adjusted as needed so that it always equals:

- 13.16.1 the Contractor service fee component divided by
- 13.16.2 1 minus the authorized franchise fee percentage
- 13.16.3 multiplied by
- 13.16.5 the authorized franchise fee percentage.

13.17 Contractor's Payments to County. Contractor shall make payment to County of the diversion programs and administration fee, and the franchise fee, as set forth below, and any other fees as may be specified in this Section or as provided for in Section 13.18 below, and any other outstanding fees or obligations, together with a late fee equal to one and one half (1.5) percent per month (not compounded) of the amount of any payment obligations that are delinquent.

13.17.1 Franchise Fee. The franchise fee shall be a percentage of Contractor's gross revenue collected each month under the terms of this Agreement. Except as set forth below, gross revenue shall specifically include revenue received by Contractor from any entity, including Federal, State, County or other local facilities within the Service Area for the provision of Collection Services by Contractor. Payment to County of the franchise fee shall be due on the twentieth (20th) day of the month following the month the franchise fees are collected. Each such franchise fee payment shall be accompanied by an accounting, which sets forth Contractor's gross revenues collected, during the preceding month. Such accounting shall be in a form and manner that is acceptable to County. The franchise fee percentage shall be ten (10) percent during the term of this Agreement unless adjusted by County.

13.17.1.1 Revenues derived from Collection Services provided to Federal, State or County local agencies at the rates set forth under the terms of this Collection Service Agreement shall be considered "gross revenues" for purposes of calculating franchise fees. Notwithstanding the foregoing, if the Federal, State or County local agency receives Collection and/or Disposal services outside the scope of this Collection Agreement, or otherwise invokes its legal rights to pay fees for services excluding any portion of franchise fees, then such revenues shall not be considered "gross revenues" hereunder for purpose of payment of franchise fees to County.

13.17.2 Diversion Programs and Administration Fee. For the period beginning November 1, 2010 through the term of this Agreement, the diversion programs and administration fee shall be Five Hundred Twenty Thousand Dollars ($520,000) per Agreement Year (adjusted by the CPI index as set forth in Exhibit 2 RRI at the same time as the Collection Service rates as set forth in Section 13.13.2), payable to County on the twentieth (20th) day of each month beginning November 1, 2010 and monthly thereafter during the term of this Agreement in twelve (12) equal installments each Agreement Year. Diversion programs and administration fee payments shall not be based on gross revenues billed or collected.

13.17.3 Proposal Development Fee. No later than thirty (30) calendar days of the execution of this Agreement by the Board, Contractor shall submit proposal
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1932 development fees to COUNTY in the amount of **One Hundred and Seventy Thousand Dollars** ($170,000.00).

1933

1934 **13.18 Other Fees.** COUNTY may set such other fees as it deems necessary.

1935

1936 **13.19 Acceptance of Payment.** No acceptance by COUNTY of any payment shall be

1937 construed as an accord that the amount is in-fact the correct amount, nor shall such acceptance

1938 of payment be construed as a release of any claim COUNTY may have against CONTRACTOR

1939 for any additional sums payable under the provisions of this Agreement. All amounts paid shall

1940 be subject to audit and recompilation by COUNTY. If, after the audit, such recompilation

1941 indicates an underpayment CONTRACTOR shall pay to COUNTY the amount of the

1942 underpayment and shall reimburse COUNTY for all reasonable costs and expenses incurred in

1943 connection with the audit and recompilation within ten (10) Work Days of receipt of written

1944 notice from COUNTY. If, after the audit, such recompilation indicates an overpayment,

1945 COUNTY shall notify CONTRACTOR in writing of the amount of the overpayment.

1946 CONTRACTOR may offset the amounts next due following receipt of notice of overpayment by

1947 the amount specified therein.

1948

1949 **13.20 Billing Records.** CONTRACTOR shall keep records, electronically or paper, of all

1950 billing documents and Customer account records, including but not limited to, invoices, receipts,

1951 and collection notices, each in chronological order, for a period of three (3) years after the date

1952 of receipt or issuance.

1953

1954 **13.21 Extraordinary Rate Review.** CONTRACTOR may petition COUNTY in writing at

1955 any time for an adjustment in the maximum rates on the basis of extraordinary and unusual

1956 changes in the costs of operations or programs that satisfy all of the following conditions: (i)

1957 materially alters CONTRACTOR'S operations or overall costs; (ii) could not reasonably have

1958 been foreseen by a prudent operator; (iii) by all reasonable expectations will continue for a

1959 period of at least six (6) months; and (iv) is not addressed pursuant to Article 22.

1960 CONTRACTOR'S request shall contain substantial proof and justification to support the need for

1961 the adjustment. COUNTY may request from CONTRACTOR such further information as it

1962 deems necessary to fully evaluate the request and make its determination. COUNTY shall in

1963 the exercise of its reasonable discretion approve or deny the request, in whole or in part, within

1964 one hundred twenty (120) calendar days of receipt of the written request and all other additional

1965 information requested by COUNTY.

1966

1967 **13.21.1.1 No extraordinary adjustment shall occur or rate adjustment

1968 be provided due to CONTRACTOR'S use of any facility or subcontractor other than as approved

1969 or designated by COUNTY. Any variation from CONTRACTOR'S estimate for the tonnages of

1970 Solid Waste, Recyclables or Green Wastes to be Collected, processed or Disposed, shall not

1971 provide a basis for a rate adjustment through an extraordinary adjustment or otherwise, except

1972 as specifically provided for in this Article.

1973

1974 **13.22 Rates for Additional Services.** If Customer requests Collection Services at a

1975 Container capacity and/or Collection frequency not provided in the rates adopted by the Board

1976 of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of

1977 that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.

1978 COUNTY and CONTRACTOR understand and agree that rates must be approved and

1979 established by the Board pursuant to County Code and that CONTRACTOR cannot charge

1980 Customer that Rate agreed upon with Customer until such time as said Rate is approved and

1981 established by the Board.
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13.23 Change in Travel Costs. In the event a change in travel costs has been calculated as set forth in Section 22.14 of this Agreement, the calculated change shall be added to the RRI percentage if it is positive or subtracted from the RRI percentage if it is negative. The adjusted RRI percentage shall then be applied as set forth in Section 13.13.1.

Article 14. Diversion Requirements

14.01 Minimum Requirements. COUNTY requires CONTRACTOR to use its best efforts to achieve a minimum annual diversion rate of forty (40) percent, for the combination of SFD Collection Services, MFD Collection Services, and Commercial Collection Services and ninety (90) percent for all asphalt and concrete and fifty (50) percent for all other Construction and Demolition Debris Collection Services, or such other amount as may be set in accordance with the provisions of Article 22 of this Agreement, over each full Calendar Year beginning January 1, 2011. The annual diversion rate will be calculated as “the tons of materials Collected by CONTRACTOR from the provision of Collection Services that are sold or delivered to a recycler or reuser, or delivered to the appropriate processing facility as required by this Agreement, divided by the total tons of materials Collected by CONTRACTOR in each full or partial Calendar Year.” Such diversion shall be reported in a form and manner that is acceptable to COUNTY.

14.02 Failure to Meet Minimum Requirements. CONTRACTOR’S failure to meet the minimum diversion requirements set forth above in Section 14.01 may result in the termination of this Agreement or the imposition of liquidated damages. In determining whether or not to assess liquidated damages or terminate this Agreement, COUNTY shall consider the good faith efforts put forth by CONTRACTOR to meet the minimum diversion requirements. Good faith efforts of the CONTRACTOR shall include the delivery of materials to the appropriate facility as required under the conditions of this Agreement. CONTRACTOR shall not be responsible for the actual diversion level achieved by the facility. COUNTY shall also consider the methods and level of effort of CONTRACTOR to meet the diversion requirements.

Article 15. Collection Routes

15.01 Collection Routes. Ninety (90) calendar days prior to commencement of Collection Services, CONTRACTOR shall provide COUNTY with maps precisely defining Collection routes, by number, together with the days and the times at which Collection shall regularly commence, start and end points, number of accounts and collection vehicle type. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by COUNTY.

15.02 Street Sweeping. CONTRACTOR will work with COUNTY staff and use good faith efforts to establish routes that allow for Collection on the day immediately preceding any street sweeping schedules in effect on the effective date of this Agreement.

15.03 Subsequent Collection Route Changes. CONTRACTOR shall submit to COUNTY, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. To the extent possible, CONTRACTOR will provide the map data in a GIS format that is compatible with the format used by COUNTY. CONTRACTOR shall not implement any route changes without the prior approval of the Contract Administrator. If the route change will change the Collection day for a Customer, CONTRACTOR shall notify those Customers in writing of route changes not less than thirty (30) calendar days before the proposed date of implementation.
2021 15.04 CONTRACTOR Audit of Routes. In addition to any other auditing requirements under this Agreement, CONTRACTOR shall perform a comprehensive audit of all Customer Routes every full or partial three (3) Calendar Years, and submit to COUNTY a written report on the results of that audit, no later than thirty (30) calendar days after the completion of the audit. The purpose of this audit is to ensure that each Customer is receiving the service for which the Customer is being billed. The report should include the testing protocols, and the details of the route audit findings along with recommendations, if any, on how CONTRACTOR will modify the current system to correct any errors noted during the audit. If COUNTY requests, CONTRACTOR shall cooperate fully with COUNTY to allow COUNTY to verify the accuracy of CONTRACTOR'S route audit report.

2031 Article 16. Collection Equipment

16.01 General Provisions. All equipment used by CONTRACTOR in the performance of services under this Agreement shall be of a high quality. The vehicles shall be designed and operated so as to prevent Collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent Collected materials from leaking, blowing or falling from the vehicles. The bodies of any vehicle, or any Container, used in Collection or transportation of Solid Waste must have watertight beds of metal or impervious material that can be cleaned as required by Section 10.41.070 of the County Code. CONTRACTOR shall not use any Collection vehicle that has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle.

16.02 Clean Air Vehicles. During the term of this Agreement, to the extent required by law, CONTRACTOR shall ensure that its Collection vehicles are in full compliance with local, State and federal clean air requirements that were adopted or proposed to be adopted, including, but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed to be contained in CCR Title 13, Section 2020 et seq; the Federal EPA's Highway Diesel Fuel Sulfur regulations and any other applicable air pollution control laws. Changes in regulations adopted or enacted after the effective date of this Agreement shall be subject to Section 22.01 of this Agreement.

16.03 Bulky Items. Vehicles used for Collection of Bulky Items containing Freon or other gases shall not use compactor mechanisms or mechanical handling equipment that may release Freon or other gases from pressurized appliances.

16.04 Safety Markings. All Collection equipment used by CONTRACTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of COUNTY and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

16.05 Vehicle Signage and Painting. Collection vehicles shall be painted and numbered consecutively without repetition and shall have CONTRACTOR'S name, CONTRACTOR'S toll-free customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least six (6) inches high, on each side and the rear of each vehicle. CONTRACTOR shall repaint all vehicles (including vehicle striping if appropriate) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator. CONTRACTOR will equip both sides of vehicles used for Collection with frames capable of securing signs measuring 29 3/16" by 93 3/16" or other dimension directed by COUNTY. Within two (2) weeks
of COUNTY direction, no more than two (2) times each Agreement Year, CONTRACTOR will
prepare educational signs (such as promoting Diversion or safe Disposal of Unacceptable
Waste) with text, graphics and design specified by COUNTY and deliver them to COUNTY for
COUNTY review. Within two (2) weeks of COUNTY approval, CONTRACTOR will produce and
post the signs.

16.06 Bin and Container Signage, Painting, and Cleaning. All metal Bins and
Containers of any service type furnished by CONTRACTOR shall be either painted or
galvanized. All Bins and Containers shall display CONTRACTOR’S name, CONTRACTOR’S
toll-free customer service telephone number, and the number of the Bin and shall be kept free of
graffiti and in a clean and sanitary condition. Bins and Roll-Off Containers provided by
CONTRACTOR shall be steam cleaned by CONTRACTOR as frequently as necessary to
maintain them in a sanitary condition. Upon receipt of notification by CONTRACTOR of graffiti
on a Bin or Container, CONTRACTOR shall clean or replace such Bin or Container within two
(2) Work Days. Bins and Containers will be subject to periodic, unscheduled inspections by
COUNTY and determination as to sanitary condition shall be made by COUNTY.

16.07 Cart and Can Signage, Painting, and Cleaning. All metal Cans of any service
type furnished by CONTRACTOR shall be either painted or galvanized. All Cans and Carts
shall display CONTRACTOR’S name and CONTRACTOR’S toll-free customer service
telephone number.

16.07.1 In addition each Cart or Can shall include a household hazardous
waste disposal prohibition on the inside of the container lid in substantially the following form,
approved by COUNTY: "State law prohibits disposal of hazardous materials (such as batteries,
paint and motor oil) and certain electronic devices (such as TV and computer monitors) in your
trash. If these items are identified in your trash, your container will be tagged and not collected.
For safe and lawful disposal options, call Salinas Valley Solid Waste Authority 831-775-3000
(Inland), Monterey Regional Waste Management District 831-384-5313 (Coastal). [Contractor]."

16.07.2 Recyclables Containers (and other Containers at
CONTRACTOR’S option), shall include on the inside of the Container lid, an anti-scavenging
notice in substantially the following form, approved by COUNTY: "The recyclable materials in
this container are the property of your authorized recycling contractor. It is illegal to remove
recyclable materials from this container pursuant to California Public Resources Code Section
41950 et seq. Only County’s authorized recycling contractor may collect these recyclable
materials. Persons other than the authorized recycling contractor who remove materials from
this container are subject to treble damages or civil penalty, whichever is greater, for each
unauthorized removal."

16.08 Collection Vehicle Noise Level. The noise level generated by vehicles using
compaction mechanisms during the stationary compaction process will not exceed seventy (75)
decibels at a distance of twenty five (25) feet from the vehicle measured at an elevation of five
(5) feet above ground level using the "A" scale of a standard sound level meter at slow
response, or applicable law, whichever is more stringent. All Collection vehicles shall be tested
prior to providing Collection Services and thereafter upon notification by COUNTY of a noise
complaint.

16.09 Vehicle Registration, Licensing and Inspection. CONTRACTOR shall maintain
documentation to verify that each of CONTRACTOR’S Collection vehicles are in compliance
with all registration, licensing and inspection requirements of the California Highway Patrol, the
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California Department of Motor Vehicles, and any other applicable laws or regulations, including a permit issued by County Department of Health, Environmental Health Division. Upon written request by the Contract Administrator, copies of such documentation shall be provided to COUNTY within two (2) Work Days of the request. CONTRACTOR shall not use any vehicle to perform Collection Services that is not in compliance with applicable registration, licensing and inspection requirements.

16.10 Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to COUNTY.

16.10.1 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to COUNTY by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicle's assigned identification number, date purchased or initial lease, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

16.11 Equipment Inventory. On or before September 1, 2010, CONTRACTOR shall provide to COUNTY an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Agreement. The inventory shall indicate each Collection vehicle used by CONTRACTOR, assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the date of noise testing, the decibel rating, the maintenance status, and proof of compliance with Article 16.02. CONTRACTOR shall submit a written updated inventory annually on or before each succeeding September 1, to the Contract Administrator.

16.12 Reserve Equipment. CONTRACTOR shall have available to it, at all times, a reasonable number of reserve Collection equipment which can, to the extent needed to complete the Collection route, be dispatched within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by CONTRACTOR to perform the contractual duties.

16.13 Covering of Loads. All loads not in covered body trucks shall be tarped or restrained to prevent spilling.

16.14 Weight Restrictions. CONTRACTOR shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles. CONTRACTOR acknowledges that COUNTY may document compliance with this provision of the Agreement through review of scale tickets and records of the Disposal and processing facilities.

Article 17. CONTRACTOR'S Personnel

17.01 Personnel Requirements. CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. CONTRACTOR shall be responsible for
ensuring that its employees comply with all applicable laws and regulations and meet all federal, 
state and local requirements related to their employment and position.

17.02 Transfer of Personnel. COUNTY may request the transfer of any employee of 
CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or 
discourteous in the performance of their duties.

17.03 Identification Badge. CONTRACTOR shall require its drivers, and all other 
employees who come into contact with the public, to wear a uniform or an identification badge 
clearly identifying the employee as an employee of CONTRACTOR. Employees shall also have 
embroidered on the uniform or prominently displayed on the badge, their name for identification 
by the Customer.

17.04 Valid License. Each driver of a Collection vehicle shall at all times carry a valid 
California driver's license and all other required licenses for the type of vehicle that is being 
operated.

17.05 Applicable Laws. Each driver of a Collection vehicle shall at all times comply 
with all applicable state and federal laws, regulations and requirements.

17.06 Representation. CONTRACTOR'S employees, officers, and agents shall at no 
time be allowed to identify themselves or in any way represent themselves as being employees 
of COUNTY.

17.07 Safety Training. CONTRACTOR shall provide suitable operational and safety 
training for all of its personnel, including those who drive vehicles or operate other Collection 
equipment. Training will include live, on-job-training by supervisors. CONTRACTOR will train 
its drivers to identify Unacceptable Waste and comply with the Waste Screening Protocol set 
forth below.

17.07.1 Waste Screening Protocol. CONTRACTOR will develop and 
implement a Waste Screening Protocol in compliance with applicable law and including the 
following provisions:

17.07.1.1 For all drivers: Hazardous Waste Operations and 
Emergency Response (HAZWOPER) First Responder, Awareness Level training meeting the 
requirements of 29 CFR 1919.120(q)(6)(i), including hazard evaluation methods, emergency 
preparedness, and emergency response plan implementation techniques with the intent that 
they learn who, what and how to report on the incident;

17.07.1.2 For all route supervisors: 24-Hour HAZWOPER General Site 
Worker training meeting the requirements of 29 CFR 1919.120(e) (Hazardous Waste 
Operations and Emergency Response), including hazard recognition and measurement, as well 
as personal protective equipment and work practices in keeping with the risk level;

17.07.1.3 For all employees specified in 29 CFR 1919.120(e)(8), at 
least 8 hours of refresher training annually;

17.07.1.4 Means of driver inspection, such as visual inspection during 
tipping of Containers into vehicles;

17.07.1.5 Immediate driver response, such as load segregation and 
notification procedures, including leaving Non-Collection notices, when safe;
2196 17.07.1.6 Driver notification, such as calling CONTRACTOR'S
2197 dispatcher or route supervisor;
2198 17.07.1.7 Customer notification, including description of proper means
2199 to dispose of Unacceptable Waste, by phone call and/or written material;
2200 17.07.1.8 Notification of appropriate local agency or department (with
2201 contact phone number);
2202 17.07.1.9 Appropriate action, such as segregation and containerization
2203 for manifesting and transport for Disposal as required by applicable law or securing services of
2204 permitted handling and transport company; and
2205 17.07.1.10 Form, content and placement of labels on Containers that
2206 prohibit discard of Unacceptable Waste.

2207 Article 18. Worker Retention
2208 18.01 Worker Retention. CONTRACTOR acknowledges that when Collection Services
2209 are transferred to CONTRACTOR, workers who perform services for COUNTY'S current
2210 contractor may be displaced from their employment. In this event, upon signing this Agreement,
2211 CONTRACTOR shall make a good faith effort to offer full-time employment (at wages and
2212 benefits commensurate with those of CONTRACTOR'S existing employees as required by any
2213 collective bargain agreement) to all displaced workers that provided Collection Services in the
2214 Service Area under the prior Franchise Agreement, if the employees meet CONTRACTOR'S
2215 existing hiring standards and policies. CONTRACTOR shall not be required to create additional
2216 positions that CONTRACTOR does not need, displace any of its current employees or modify its
2217 employee selection requirements.

2218 Article 19. Public Education Programs
2219 19.01 Public Education and Outreach. CONTRACTOR, at its own expense, shall
2220 prepare, submit to COUNTY, and implement an annual (Calendar Year) Public Education and
2221 Outreach Program. The initial proposed action plan must be submitted for COUNTY approval
2222 on or before July 1, 2010 and annually thereafter no later than November 1st for the next
2223 Calendar Year. The program must include a minimum of four (4) campaigns per year, designed
2224 to increase diversion and resident participation. Campaigns should target certain Recyclables
2225 or “problem” areas of CONTRACTOR'S Service Area where improvements can be maximized.
2226 Targets of outreach should be based on local trends and recycling patterns based on
2227 information obtained by both the Contract Administrator and CONTRACTOR staff, and should
2228 be part of the SRRE strategic plan and report prepared and submitted by CONTRACTOR.
2229 CONTRACTOR shall provide space in CONTRACTOR'S public outreach materials, such as
2230 mailers, flyers and newsletters, for COUNTY to include announcements, community information,
2231 articles, and photographs.
2232 19.01.1 School Education and Outreach. CONTRACTOR'S Public
2233 Education and Outreach program will include recycling and diversion education and outreach
2234 services to all schools in the Service Area which subscribe to some or all of the Collection
2235 Services offered by CONTRACTOR. Such services may include classroom presentations,
2236 distribution of diversion and recycling materials, classroom curriculum, and provision of
2237 technical assistance to establish school facility recycling programs.
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19.02 Annual Collection Service Notice. Each Calendar Year during the term of this Agreement, CONTRACTOR shall provide information to all SFD, MFD Cart and Commercial Cart Customers regarding the Cart Collection Service programs and to all MFD Bin and Commercial Bin Customers regarding Bin Collection Service programs. To the extent appropriate, based on the category of Customers receiving the notice, said information shall contain at a minimum, definitions of the materials to be Collected, procedures for setting out the materials, maps of the Service Area indicating the day that Solid Waste, Recyclables, including Used Oil, Green Waste, and Christmas trees will be Collected, the availability of on-call Collection of Bulky Items, Universal Waste, E-Waste, CEDs, and Construction and Demolition Debris and CONTRACTOR'S toll-free customer service phone number. The information shall be provided in English and Spanish and shall be distributed by CONTRACTOR at least thirty (30) days prior to commencement of Collection Services in the Service Area and by January 1st annually thereafter.

19.03 Additional Programs and Services. CONTRACTOR shall provide additional services and programs as requested by COUNTY pursuant to Article 22 of this Agreement. In the event CONTRACTOR and COUNTY cannot reach an agreement for the requested service or program, COUNTY shall have the right to procure the service of other vendors or contractors to provide the requested service.

19.04 Home Composting and Worm Bin. At least thirty (30) calendar days prior to offering bins for sale as set forth in Section 5.11.5. CONTRACTOR shall insert in each SFD and MFD Cart Customers bill a notice satisfactory to COUNTY, that includes 1) an offer to sell a Home Composting Bin or Home Worm Bin, 2) the purchase price (with and without the delivery option surcharge), 3) the purchase location, and 4) educational material promoting composting.

Article 20. CONTRACTOR'S Facilities

20.01 CONTRACTOR Facilities.

20.01.1 Administrative Offices and Operation & Maintenance Yard. CONTRACTOR'S administrative offices and its operation and maintenance yard, to include the vehicle parking area, must be located within thirty-five (35) miles of the County Department of Health, Environmental Health Division primary office in Salinas, California at the address referenced in Section 34.05.3 of this Agreement. CONTRACTOR'S office shall provide a toll-free telephone access to residents of COUNTY, shall be staffed by trained and experienced Customer Service Representatives (CSR's), and shall be located where Customers can pay bills for service in person. Such office shall have responsible persons in charge during Collection hours and shall be open during normal business hours, 8:00 a.m. to 5:00 p.m. on all Work Days. CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Customer inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the morning of the next Work Day.

20.02 Emergency Contact. Prior to October 1, 2010, CONTRACTOR shall provide the Contract Administrator with an emergency phone number where CONTRACTOR can be reached outside of the required office hours.

20.03 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish. CONTRACTOR shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.
20.04 Customer Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least fifteen (15) incoming calls at one (1) time. CONTRACTOR shall record all calls including any inquiries, service requests and complaints into a customer service log.

20.04.1 All incoming calls will be answered within five (5) rings. Any call "on-hold" in excess of one and one half (1.5) minutes shall have the option to remain "on-hold" or to be switched to a message center where Customer can leave a message. Customers electing to remain on-line shall not wait longer than two (2) minutes on the average from the time their call was originally answered, but in no case longer than ten (10) minutes from the time their call was originally answered to speak to a CSR. CONTRACTOR'S CSR shall return Customer calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 5:00 p.m. on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. CONTRACTOR shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If CONTRACTOR is unable to reach the Customer on the next Work Day, CONTRACTOR shall send a postcard to the Customer on the second Work Day after the call was received, indicating that CONTRACTOR has attempted to return the call.

20.04.2 Customer Service Log. CONTRACTOR will utilize a Customer Service Log to maintain a record of all inquiries and complaints in a manner approved by COUNTY. The log shall include the information in a form and manner agreeable to COUNTY.

20.05 Bilingual Customer Correspondence. CONTRACTOR will print all letters, invoices, notices, bulletins, educational materials, and other correspondence with Customers in English and Spanish.

20.06 Website. CONTRACTOR shall develop and maintain a website describing services provided in the Service Area that is accessible by the public. The site shall be available to Customers no later than September 1, 2010 and include answers to frequently asked questions, rates for all Collection Services, specifications for Recyclables and Green Waste, Collection Service schedules and maps, and other related topics. CONTRACTOR shall arrange for COUNTY'S website to include an e-mail link to CONTRACTOR'S website and CONTRACTOR'S website shall contain a link to COUNTY'S web site. CONTRACTOR'S website shall contain all public education and outreach materials and correspondence distributed to Customers during the Calendar Year. CONTRACTOR'S website shall provide the public the ability to e-mail complaints to CONTRACTOR and to pay bills on-line.

Article 21. Service Inquiries and Complaints

21.01 CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to CONTRACTOR. A representative of CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by CONTRACTOR in a prompt and efficient manner. CONTRACTOR shall not refer or forward Customers to COUNTY for resolution of Complaints or answers to inquiries unless Customer insists, in which event CONTRACTOR will refer Customers to the Contract Administrator.

21.02 Response Requirements. For those complaints related to missed Collections that are received by 3:00 p.m. on a Work Day, CONTRACTOR will return to the Customer address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day,
2326 CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For
2327 those complaints related to repair or replacement of Cars or Bins, the appropriate Articles of
2328 this Agreement shall apply.
2329
2330 21.03 Missed Collections. CONTRACTOR agrees that it is in the best interest of
2331 COUNTY that all Solid Waste, Recyclables, Green Waste, Bulky Items, U-Waste, E-Waste,
2332 CED's and Used Oil and Used Oil Filters be Collected on the scheduled Collection day.
2333 Accordingly, missed Collections will normally be Collected as set forth above regardless of the
2334 reason that the Collection was missed. However, in the event a Customer requests and
2335 receives missed Collection Services more than two (2) times each full or partial Calendar Year
2336 during the term of this Agreement, CONTRACTOR shall have the right to invoice the Customer
2337 for further missed Collection Services during the remainder of that Calendar Year at the rate set
2338 forth in Exhibit 1.

2339 Article 22. Modifications to the Agreement

2340 22.01 Agreement Modifications and Change in Law. COUNTY and CONTRACTOR
2341 understand and agree that the California legislature and the federal government have the
2342 authority to make comprehensive changes in solid waste management legislation and that these
2343 and other changes in state and federal law in the future which mandate certain actions or
2344 programs for counties or municipalities may require changes or modifications in some of the
2345 terms, conditions or obligations under this Agreement. CONTRACTOR agrees that the terms
2346 and provisions of local ordinances or regulations, including the County Code and any Joint
2347 Powers Authorities Agreement (hereafter, “JPA Agreement") between COUNTY, Monterey
2348 Regional Waste Management District and the Salinas Valley Solid Waste Authority (hereafter,
2349 collectively referred to as “Joint Powers Authorities” or “JPA”) as said JPA Agreement now
2350 exists or as it may be amended in the future, shall apply to all of the provisions of this
2351 Agreement and the Customers of CONTRACTOR located within the Service Area. In the event
2352 any future Change in Law, modifications to the JPA Agreement, or directed changes by
2353 COUNTY, materially alter the obligations of CONTRACTOR, then the affected compensation as
2354 established under this Agreement shall be adjusted. Nothing contained in this Agreement shall
2355 require any party to perform any act or function contrary to law. COUNTY and CONTRACTOR
2356 agree to enter into good faith negotiations regarding modifications to this Agreement which may
2357 be required in order to implement changes in the interest of the public welfare or due to Change
2358 in Law. When such modifications are made to this Agreement, COUNTY and CONTRACTOR
2359 shall negotiate in good faith, a reasonable and appropriate compensation adjustment for any
2360 increase or decrease in the services or other obligations required of CONTRACTOR due to any
2361 modification in this Agreement pursuant to this Article. COUNTY and CONTRACTOR shall not
2362 unreasonably withhold agreement to such compensation adjustment. Modifications to this
2363 Agreement shall be made pursuant to Article 22 of this Agreement.

2364 22.02 COUNTY Directed Service and Program Changes. COUNTY may direct
2365 CONTRACTOR to perform additional services (including new diversion programs, additional
2366 public education activities, etc.), eliminate programs, or modify the manner in which it performs
2367 existing services. Changes in the minimum diversion requirement set forth in Article 14 of this
2368 Agreement, pilot programs and innovative services, which may entail new Collection methods,
2369 targeted routing, different kinds of services, different types of Collection vehicles, and/or new
2370 requirements for Customers are included among the kinds of changes which COUNTY may
direct. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

22.03 **COUNTY Required Service and Program Changes.** In the event CONTRACTOR fails to meet the Diversion requirements as set forth in Article 14, CONTRACTOR shall prepare a service proposal in the manner set forth in Section 22.05 below. The service proposal shall include specific program changes to allow CONTRACTOR to meet the minimum Diversion requirements of Article 14 in the subsequent year. CONTRACTOR shall not receive additional compensation for any additional or modified services performed as part of this program change nor for the preparation of its proposal to perform such services.

22.04 **CONTRACTOR Proposed Changes.** CONTRACTOR may propose program changes to COUNTY in the manner set forth in Section 22.05 below. Upon approval by the County Board, CONTRACTOR shall be entitled to an adjustment in its compensation for providing such additional or modified services but not for the preparation of its proposal to perform such services.

22.05 **Service Proposal.** Within thirty (30) calendar days of receipt of a request for a service change from COUNTY, or when initiating a voluntary or involuntary proposal to change current programs, CONTRACTOR shall submit a proposal to provide such service. At a minimum, the proposal shall contain a complete description of the following:

- **22.05.1** Program objectives and goals to be used in measuring the success of the program as discussed in Section 22.08 below;
- **22.05.2** Collection methodology to be employed (equipment, manpower, etc.);
- **22.05.3** Equipment to be utilized (vehicle number, types, capacity, age, etc.);
- **22.05.4** Labor requirements (number of employees by classification);
- **22.05.5** Type of Carts or Bins to be utilized;
- **22.05.6** Provision for program publicity, education, and marketing; and
- **22.05.7** Five (5) year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions, giving full effect to the savings or costs to existing services.

22.06 **Incremental Costs.** In the event the change(s) in service results in an incremental cost increase over the life of the Agreement, CONTRACTOR will be responsible for the first ten thousand dollars ($10,000) of such increase in the aggregate. To the extent costs are projected to exceed ten thousand dollars ($10,000), COUNTY and CONTRACTOR shall agree on the amount of additional costs to be reimbursed to CONTRACTOR prior to the initiation of the service change.

22.07 **Other Contractors.** CONTRACTOR acknowledges and agrees that COUNTY may permit other contractors or companies besides CONTRACTOR to provide additional services not otherwise contemplated by this Agreement if CONTRACTOR and COUNTY cannot agree on terms and conditions, including compensation adjustments, of such services in one hundred twenty (120) calendar days from the date when COUNTY first requests a proposal from CONTRACTOR to perform such services.
22.08 Monitoring and Evaluation. At COUNTY'S request, CONTRACTOR shall meet with COUNTY to describe the progress of each new program and other service issues. At each meeting, COUNTY and CONTRACTOR shall have the opportunity to discuss revisions to the program. CONTRACTOR shall document the results of the new programs on a monthly basis, including at a minimum the tonnage diverted by material type, the end use or processor of the diverted materials and the cost per ton for transporting and processing each type of material and other such information requested by CONTRACTOR and/or COUNTY necessary to evaluate the performance of each program.

22.09 Termination for Cause. COUNTY shall have the right to terminate a program or assign the program to a third party for cause at no cost to COUNTY or COUNTY'S ratepayers if CONTRACTOR is not achieving the program's agreed to and defined goals and objectives. Prior to such termination or assignment, COUNTY shall meet and confer with CONTRACTOR for a period of up to ninety (90) calendar days to resolve COUNTY'S concerns. Thereafter, COUNTY may terminate the program or utilize a third party to perform these services if COUNTY reasonably believes CONTRACTOR cannot meet or is not meeting the agreed to and defined project goals and objectives. Notwithstanding these changes, CONTRACTOR shall continue the program during the ninetey (90) day period and, in the event COUNTY elects to utilize a third party to continue the program, thereafter until the third party takes over the program.

22.10 Termination without Cause. COUNTY shall also have the right to terminate a program without cause. As a condition of the termination, COUNTY shall reimburse CONTRACTOR for all costs incurred for implementation and performance of the program that were identified in the program proposal prepared and submitted by CONTRACTOR and agreed to by COUNTY which have not been funded or otherwise recovered through program compensation at the time the program is terminated.

22.11 COUNTY Directed Changes in Facilities. If COUNTY requires that CONTRACTOR change Disposal or processing facilities, the Contractor Service Fee Component will be adjusted for any increase or decrease in CONTRACTOR'S direct costs of transportation between the old and new facility, as follows:

22.11.1 With respect to changes in the facilities in the boundaries of the SVSWA, the increase or decrease in transportation is measured by the shortest route between the COUNTY Department of Health, Environmental Health Division, located at 1270 Natividad Road, Salinas to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. Distances from 1270 Natividad Road, Salinas are as follows:

22.11.2 to Johnson Canyon Landfill, approximately 24.6 miles;
22.11.3 to Sun Street transfer station, approximately 1.84 miles;
22.11.4 to Jolon transfer station, approximately 49.45 miles;
22.11.5 to Carmel Marina Recycling , approximately 10.4 miles;
22.11.6 to Johnson Canyon Landfill Green Waste Processing Facility approximately 24.6miles; and
22.11.7 to Johnson Canyon Landfill Construction and Demolition Debris Processing Facility, approximately 24.6 miles.
22.12 With respect to changes in the facilities in the boundaries of the MRWMD, the increase or decrease in transportation is measured by the shortest route between the County Health Department located at 1200 Aguajito Road, Monterey to the new facility that is legally traversable by Collection vehicles carrying their usual load of the appropriate material, although CONTRACTOR may choose a longer route for reason of time, traffic or other convenience without additional compensation. The distances from the County Health Department located at 1200 Aguajito Road are as follows:

22.12.1 to Monterey Peninsula landfill, approximately 8.4 miles;
22.12.2 to Carmel Marina Recycling, approximately 21.4 miles;
22.12.3 to Monterey Peninsula Green Waste Processing Facility, approximately 8.4 miles; and
22.12.4 to Monterey Peninsula Construction and Demolition Debris Processing Facility, approximately 8.4 miles.

22.13 CONTRACTOR will submit documentation to the satisfaction of COUNTY demonstrating the number of Collection vehicles from identified routes, with dated weight tickets, establishing the increase or decrease in mileage for a one (1) month period.

22.14 The total increase or decrease in miles will be multiplied by the Collection vehicle travel cost per mile as set forth in Exhibit 1 to this Agreement to calculate the change in cost for one (1) month and annualized to calculate the change in cost for one (1) year. The one (1) year change in cost will then be divided by the gross revenue for the last complete twelve (12) month period to calculate the percentage change in travel costs. The percentage change shall be truncated at the second decimal point and shall be added to or subtracted from, as appropriate, in the next RRI calculation as set forth in Section 13.13.

22.15 Modification to Exhibit 10, COUNTY Facilities. In the event COUNTY requests a modification to Exhibit 10 to this Agreement due to an addition or deletion to the COUNTY Facilities, or a change in the container size or frequency of Collection as set forth in Exhibit 10, COUNTY shall notify CONTRACTOR of the change in writing at least thirty (30) days prior to the date of such change. The written notification shall include a revised Exhibit 10 for the review of CONTRACTOR. CONTRACTOR shall respond to the request for modification of Exhibit 10 by signing the revised Exhibit 10 and returning it to the COUNTY or requesting that a meeting be held between CONTRACTOR and COUNTY to discuss the requested modification. In the event COUNTY and CONTRACTOR are unable to agree on the modification, Exhibit 10 shall remain unmodified and COUNTY shall have the right to secure the services from another contractor. For purposes of this Section a change of the address of a COUNTY Facility included in Exhibit 10 is not considered a modification of Exhibit 10.

22.16 Modification to Exhibit 11, Large Venue Events. On or before October 1, 2010 and annually thereafter during the term of this Agreement, COUNTY shall provide CONTRACTOR with an amended Exhibit 11 showing the name, date and location of all large venue events for the upcoming Calendar Year. COUNTY shall have the right to unilaterally modify the specific events included on Exhibit 11 as long as the total number of "COUNTY sponsored" annual events does not exceed twelve (12) and as long as the estimated Collection capacity, in tons, of the added event does not exceed the median level of required Collection capacity, of four (4) tons of the events set forth on Exhibit 11 prior to the modification. In the event the COUNTY requests that CONTRACTOR provide Collection Services at large venue
events in excess of the limitations set forth in this Section, CONTRACTOR shall provide such services at a price to be mutually agreed upon between CONTRACTOR and COUNTY. In the event CONTRACTOR and COUNTY cannot reach a mutually agreed price for the requested services CONTRACTOR shall provide such services in accordance with the rates set forth in Exhibit 1 to this Agreement.

**Article 23. Recordkeeping, Inspections, and Reporting**

23.01 **Record Keeping.**

23.01.1 **Accounting Records.** CONTRACTOR shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Customers for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Agreement.

23.02 **Agreement Performance Records.** CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

23.03 **Reporting Requirements.** Monthly and annual reports shall be prepared and submitted as set forth in Exhibit 7 in a form and manner acceptable to COUNTY. This list of requested information may be amended during the term of this Agreement at the discretion of the Contract Administrator.

23.03.1 Upon notification by the Contract Administrator that information reported by CONTRACTOR is incorrect, CONTRACTOR shall provide corrected information in the original format within three (3) Work Days unless a longer time is agreed to by COUNTY and CONTRACTOR.

23.04 **Inspection.** Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, COUNTY Counsel, COUNTY Auditor, or designee of any of these officers. Copies of such documents shall be provided to COUNTY for inspection at COUNTY offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Agreement.

23.05 **Records Security.** Where COUNTY has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, COUNTY may, by written request or demand of the Contract Administrator, require that custody of the records be given to COUNTY and that the records and documents be maintained at COUNTY offices. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

**Article 24. Quality of Performance of CONTRACTOR**

24.01 **Intent.** CONTRACTOR acknowledges and agrees that one of COUNTY'S primary goals in entering into this Agreement is to ensure that Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion
levels are achieved, and that materials Collected are put to the highest and best use to the extent feasible.

24.02 Service Supervisor. CONTRACTOR will provide the name of the service supervisor to be in charge of the Collection Services within the Service Area to COUNTY no later than October 1, 2010. At least thirty (30) calendar days prior to replacing the service supervisor, CONTRACTOR shall notify COUNTY in writing of the name and qualifications of the new service supervisor. CONTRACTOR shall insure that such replacement is qualified and experienced. The service supervisor’s work place shall be physically located in the Service Area, at all times that CONTRACTOR is providing Collection Services. In addition the supervisor shall be available to the Contract Administrator through the use of telecommunication equipment, and be able to respond to voice messages within one (1) hour at all times that CONTRACTOR is providing Collection Services. In the event the service supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the service supervisor. The service supervisor shall provide COUNTY with an emergency phone number where the service supervisor can be reached outside of normal business hours.

24.03 Liquidated Damages. The parties further acknowledge that consistent and reliable Collection Services are of utmost importance to COUNTY and that COUNTY has considered and relied on CONTRACTOR’S representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, COUNTY and COUNTY’S residents and businesses will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages. Therefore, without prejudice to COUNTY’S right to treat such non-performance as an event of default under Article 27, the parties agree that the liquidated damages amount defined in this Article represent reasonable estimates of the amount of such damages considering all of the circumstances existing on the effective date of this Agreement, including the relationship of the sums to the range of harm to COUNTY, customers and the community as a whole that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

COUNTY OF MONTEREY, a political subdivision of the State of California  
USA Waste of California, Inc. DBA Carmel Marina Corporation  

By:  
By:  

Name: Len Foster  
Name: Barry Skolnick  

Title: Director of Health  
Title: Area Vice President  

Dated: 2-9-10  
Dated: 12/31/09  

By:  

Name: Robert E. Longo  
Title: Assistant Secretary and Group General Counsel  
Dated: 12/28/09  

CONTRACTOR agrees to pay (as liquidated damages and not as penalty) the following amounts:

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Failure or neglect to resolve each complaint within the time set forth in this Agreement. (Section 21.02)</td>
<td>$100.00 per incident per Customer.</td>
</tr>
<tr>
<td>b. Failure to comply with the hours of operation as required by this Agreement. (Section 3.04)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>c. Failure to properly return empty Cans, Carts or Bins to the point of Collection to avoid pedestrian or vehicular traffic impediments or to place Carts upright in excess of five (5) occurrences per quarter. (Section 3.05)</td>
<td>$150.00 per incident per day.</td>
</tr>
<tr>
<td>d. Failure to deliver or exchange Cans, Carts, Bins, or other Containers within the time required. (Section 3.07)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>e. Failure to repair or replace damaged Cans, Carts, Bins, or other Containers within the time required. (Section 3.07.2)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>f. Failure to timely install locks on Bins. (Section 3.07.5)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>Item</td>
<td>Amount</td>
</tr>
<tr>
<td>----------------------------------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>g. Commingling Solid Waste and Recyclables during Collection and/or transportation to the appropriate facility. (Section 3.14.1)</td>
<td>$1,000.00 per incident.</td>
</tr>
<tr>
<td>h. Commingling of materials Collected inside and outside the Service Area during Collection and/or transportation to the facility. (Sections 3.14.2 &amp; 3.14.3)</td>
<td>$1,000.00 per incident.</td>
</tr>
<tr>
<td>i. Failure to timely clean up litter or spillage of material, or vehicle fluids caused by CONTRACTOR. (Section 3.15.3)</td>
<td>$300.00 per incident per location.</td>
</tr>
<tr>
<td>j. Damage to public streets within the Service Area caused by CONTRACTOR. (Section 3.15.5)</td>
<td>Actual cost of repair to COUNTY'S satisfaction at no cost to COUNTY.</td>
</tr>
<tr>
<td>k. Failure to repair damage to Customer property caused by CONTRACTOR or its personnel. (Section 3.20)</td>
<td>$500.00 per incident per location.</td>
</tr>
<tr>
<td>l. Disposal of Recyclables, or Green Waste in the Disposal Facility without first obtaining the required permission of COUNTY. (Section 4.01.11)</td>
<td>$1,000.00 per load.</td>
</tr>
<tr>
<td>m. Failure to deliver any Collected materials to COUNTY-approved Disposal Facility, Recyclables Processing Facility, C&amp;D Facility or Green Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Agreement. (Article 4)</td>
<td>$5,000.00 first failure. $25,000.00 each subsequent failure.</td>
</tr>
<tr>
<td>n. Failure to timely provide transition documents or timely meet transition requirements. (Section 3.19)</td>
<td>$300.00 per item per day.</td>
</tr>
<tr>
<td>o. Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day. (Various Sections)</td>
<td>$1,000.00 for each route not completed.</td>
</tr>
<tr>
<td>p. Failure to replace Used Oil and Used Oil Filter Containers within three (3) Work Days of notification of need for replacement in excess of five (5) occurrences per quarter. (Various Sections)</td>
<td>$150.00 per incident per day.</td>
</tr>
<tr>
<td>q. Failure to timely provide all Waste Assessments. (Section 11.13)</td>
<td>$1,000.00 for each assessment not timely completed.</td>
</tr>
</tbody>
</table>
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

<table>
<thead>
<tr>
<th>LIQUIDATED DAMAGES</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>r. Failure to meet the minimum diversion requirements. (Calculated per Calendar Year) (Article 14)</td>
<td>Shortfall of 0.001% - 2%: $10,000.00 per calendar year. Shortfall of 2.001% or greater: $25,000.00 per calendar year.</td>
</tr>
<tr>
<td>s. Changing routes without proper notification to COUNTY or Customers as appropriate. (Section 15.03)</td>
<td>$500.00 per incident per day.</td>
</tr>
<tr>
<td>t. Failure to timely conduct Route Audits. (Section 15.04)</td>
<td>$150.00 per incident per day.</td>
</tr>
<tr>
<td>u. Failure to display CONTRACTOR’S name and toll-free customer service phone number on Collection vehicles, Bins and other Containers. (Sections 16.05 &amp; 16.06)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>v. Failure to maintain equipment, vehicles, Cans, Carts, Bins and other containers in a clean, safe, and sanitary manner including the removal of graffiti. (Sections 16.05, 16.06 &amp; 16.07)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>w. Failure to properly cover materials in Collection vehicles. (Section 16.13)</td>
<td>$300.00 per incident.</td>
</tr>
<tr>
<td>x. Failure to have CONTRACTOR personnel in proper uniform or with proper identification. (Section 17.03)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>y. Failure to have a vehicle operator properly licensed. (Section 17.04)</td>
<td>$500.00 per incident per day.</td>
</tr>
<tr>
<td>z. Failure to maintain office hours. (Section 20.01.1)</td>
<td>$100.00 per incident per day.</td>
</tr>
<tr>
<td>aa. Failure to provide a Spanish speaking Customer Service Representative. (Section 20.03)</td>
<td>$150.00 per incident per day.</td>
</tr>
<tr>
<td>bb. Failure to meet the Customer call requirements. (Sections 20.04 and 20.04.1)</td>
<td>$150.00 per incident.</td>
</tr>
<tr>
<td>cc. Failure to provide documents and reports in a timely manner. (Article 23 and Exhibit 7)</td>
<td>$250.00 per incident per day.</td>
</tr>
<tr>
<td>dd. Failure to provide accurate documents and reports. (Article 23 and Exhibit 7)</td>
<td>$250.00 per incident.</td>
</tr>
<tr>
<td>ee. Failure to correct submittal of inaccurate data within three (3) Work Days (or such other agreed to time) of notification by COUNTY. (Article 23).</td>
<td>$500.00 per incident per day.</td>
</tr>
</tbody>
</table>
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

**LIQUIDATED DAMAGES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ff.</td>
<td>Failure to obtain any approval, consent or approval of COUNTY or to notify COUNTY when required. (Various Sections)</td>
</tr>
<tr>
<td>gg.</td>
<td>Failure to cure non-compliance with the provisions of this Agreement in the manner and time set forth in this Agreement. (Various Sections)</td>
</tr>
<tr>
<td>hh.</td>
<td>Failure to provide HAZWOPER First Responder, Awareness Level training. (Section 17.07)</td>
</tr>
</tbody>
</table>

2594 24.04 Procedure for Assessing Liquidated Damages.

2595 24.04.1 COUNTY may determine the occurrence of events giving rise to liquidated damages through the observation of its own employees or representative or investigation of Customer complaints. During the first sixty (60) days of the term of this Agreement, COUNTY will allow CONTRACTOR up to five (5) Work Days to cure certain events related to the provision of Collection Services prior to assessing liquidated damages as set forth herein. However, no such consideration shall be given to events that include improper commingling of materials or failure to deliver materials to designated facilities.

2596 24.04.2 Prior to assessing liquidated damages, COUNTY shall give CONTRACTOR notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. CONTRACTOR may review (and make copies at its own expense) all information in the possession of COUNTY relating to incident(s)/non-performance. COUNTY may, within ten (10) Work Days after receiving notice, request a meeting with CONTRACTOR to present evidence regarding the accuracy of the facts related to the incident. If a meeting is requested, it shall be held by the Contract Administrator or his/her designee. CONTRACTOR may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. The Contract Administrator or designee will provide CONTRACTOR with a written explanation of his or her determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of the Contract Administrator or designee may be appealed to the COUNTY Board. The decision of the COUNTY Board shall be final and CONTRACTOR shall have been deemed to have exhausted its administrative remedies and can thereafter challenge the decision of the County Board in the Superior Court of the County of Monterey, State of California.

2597 24.04.3 COUNTY may assess liquidated damages for each calendar day or event, as appropriate, CONTRACTOR is determined to be liable in accordance with this Agreement.

2598 24.04.4 CONTRACTOR shall pay any liquidated damages assessed by COUNTY within ten (10) Work Day days after they are assessed. If they are not paid within the ten (10) day period, COUNTY may proceed against the letter of credit or performance bond required by the Agreement or terminate the franchise granted by this Agreement, or both.
Article 25. Compliance with Laws and Permits

25.01 Compliance with Law. CONTRACTOR shall comply, at its own expense, fully and faithfully with all local, state, and federal laws, ordinances, regulations and permit requirements, including the COUNTY Code as may be amended from time to time, applicable to its performance under this Agreement, or in any way related to CONTRACTOR’S performance of the services required under this Agreement.

25.02 Permits, Authorizations, and Licenses. CONTRACTOR shall obtain, and shall maintain throughout the term of this Agreement, at CONTRACTOR’S sole expense, all necessary permits, licenses, inspections, and approvals required for CONTRACTOR to perform all the work and services agreed to be performed by CONTRACTOR pursuant to this Agreement. CONTRACTOR shall show proof of such permits, licenses, or approval and shall demonstrate compliance with the terms and conditions of such permits, license, or approvals upon request of COUNTY.

Article 26. Independent CONTRACTOR

26.01 In the performance of services pursuant to this Agreement, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of COUNTY. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees, agents, contractors or subcontractors shall obtain any right to retirement benefits, workers compensation benefits, or any other benefits which accrue to COUNTY employees. CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

Article 27. Default of Agreement

27.01 Termination. COUNTY may cancel this Agreement, except as otherwise provided below in this Article, by giving CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 34.05, upon the occurrence of any one of the following events:

27.01.1 Insolvency. CONTRACTOR takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court) or a petition or answer seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or

27.01.2 Bankruptcy. By order or decree of a Court, CONTRACTOR is adjudged bankrupt or an order is made approving a petition filed by any of its creditors or by any of the stockholders of CONTRACTOR, seeking reorganization or readjustment of its indebtedness under the federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall become null, void and of no effect, unless such stayed judgment or order is reinstated in which case, said default shall be deemed immediate; or
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in
Unincorporated Monterey County

27.01.3 Receivership. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator takes possession or control of all or substantially all of the property of CONTRACTOR, and such possession or control continues in effect for a period of sixty (60) calendar days; or

27.01.4 Refusal to pay liquidated damages. CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due COUNTY and said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or

27.01.5 Final Judgment Unsatisfied. CONTRACTOR has defaulted by allowing any final judgment for the payment of money to COUNTY stand against it unsatisfied and said default is not cured within thirty (30) calendar days of entry of judgment or receipt of written notice by COUNTY to do so, whichever date occurs earlier; or

27.01.6 Failure to Perform. CONTRACTOR has failed or refused to perform or observe the terms, conditions or covenants in this Agreement, including satisfactory compliance with the requirements of the service levels prescribed herein, or any of the rules and regulations promulgated by COUNTY pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and; said default is not cured within thirty (30) calendar days of receipt of written notice by COUNTY to do so; or, if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by CONTRACTOR of written demand from COUNTY to do so, CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced, fails thereafter to diligently pursue a cure to the default.

27.02 Performance Bond or Letter of Credit. In the event that the monies due COUNTY under Article 27.01.4 above or an unsatisfied final judgment under Article 27.01.5 above is the subject of a judicial proceeding, COUNTY may, at its option call the performance bond or letter of credit, or hold CONTRACTOR in default of this Agreement. All bonds shall be in the form acceptable to the COUNTY Attorney; or

27.03 Burden of Proof. In any dispute concerning failure to remedy or diligence in pursuing a cure, CONTRACTOR shall have the burden of proof to demonstrate: (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure said default, and such default will be cured within a reasonable period of time.

27.04 Interim Collection Services. In the event CONTRACTOR fails to provide Collection Services for a period of three (3) consecutive Work Days, on the fourth (4th) Work Day, COUNTY may secure CONTRACTOR'S equipment, records and other property used or useful in providing Collection Services under this Agreement in order to provide interim Collection Services until such time as the matter is resolved and CONTRACTOR is again able to perform pursuant to this Agreement. If CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of COUNTY under this Agreement to CONTRACTOR shall cease and this Agreement may be deemed terminated by COUNTY, and COUNTY shall retain equipment, records and other property used in providing Collection Services on an interim basis until COUNTY has made other suitable arrangements for the provision of Collection Services, which may include award of this Agreement to another contractor.
27.05 Business Records. In the event that the Agreement is terminated, CONTRACTOR shall furnish COUNTY with immediate access to all of its business records related to its Customer and billing accounts for Collection Services.

27.06 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event CONTRACTOR'S record of performance shows CONTRACTOR has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by CONTRACTOR in the opinion of COUNTY, and regardless of whether CONTRACTOR has corrected each individual condition of default, CONTRACTOR shall be deemed a "habitual violator". If CONTRACTOR is deemed a habitual violator in the opinion of COUNTY, CONTRACTOR shall be deemed to have waived the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. COUNTY shall thereupon issue CONTRACTOR a final warning citing the circumstances. Any single default by CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of this Agreement. A history of liquidated damages imposed pursuant to Article 24 may be used as a basis for deeming CONTRACTOR as a habitual violator. Any failure by COUNTY to have imposed liquidated damages where applicable shall not prevent COUNTY from considering CONTRACTOR'S underlying failures in any determination by COUNTY that CONTRACTOR shall be deemed as a habitual violator. In the event of any default, COUNTY may terminate this Agreement upon final, written notice of cancellation to CONTRACTOR, to be effective upon the date specified in COUNTY'S written notice to CONTRACTOR. All contractual fees due, plus any and all charges and interest, shall be payable to said date, and CONTRACTOR shall have no further rights. Immediately upon the specified date in such final notice, CONTRACTOR shall cease any further performance under this Agreement.

27.07 Effective Date. In the event of any of the events specified above, and except as otherwise provided in this Article, termination shall be effective upon the date specified in COUNTY'S written notice to CONTRACTOR and upon said date this Agreement shall be deemed immediately terminated and upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease, and COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors for the Services specified in this Agreement. For failure to perform under the terms of this Agreement, CONTRACTOR shall reimburse COUNTY all direct and indirect costs of providing interim Collection Services.

27.08 Immediate Termination. COUNTY may terminate this Agreement immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond or letter of credit as required by this Agreement, CONTRACTOR fails to obtain or maintain insurance policies and/or endorsements as required by this Agreement, or CONTRACTOR fails to provide the proof of insurance as required by this Agreement.

27.09 Termination Cumulative. COUNTY'S right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

Article 28. Assignment

28.01 No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by CONTRACTOR without the express written consent of
COUNTY. COUNTY shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by CONTRACTOR. Any assignment of this Agreement made by CONTRACTOR without the express written consent of COUNTY shall be null and void and shall be grounds for COUNTY to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to CONTRACTOR. Upon the date of such notice, this Agreement shall be deemed immediately terminated. Upon such termination all liability of COUNTY under this Agreement to CONTRACTOR shall cease. COUNTY shall have the right to call the performance bond or letter of credit and shall be free to negotiate with other contractors, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment approved by COUNTY, the assignee shall fully assume all the duties, responsibilities and liabilities of CONTRACTOR set forth in this Agreement.

28.02 The use of a subcontractor to perform services under this Agreement shall not constitute delegation of CONTRACTOR’S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for directing the work of CONTRACTOR’S subcontractors and any compensation due or payable to CONTRACTOR’S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause.

28.03 For purposes of this Article when used in reference to CONTRACTOR, “assignment” shall include, but not be limited to (i) a sale, exchange or other transfer of at least fifty-one percent (51%) of CONTRACTOR’S assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of CONTRACTOR to a third party provided said sale, exchange or transfer results in a change of control of CONTRACTOR (with control being defined as ownership of more than fifty percent (50%) of CONTRACTOR’S voting securities); (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, subcontracting or lease-back payments, or other transaction which results in a change of control of CONTRACTOR; (iv) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of CONTRACTOR’S property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of control of CONTRACTOR.

28.04 CONTRACTOR acknowledges that this Agreement involves rendering a vital service to COUNTY’S residents and businesses, and that COUNTY has selected CONTRACTOR to perform the services specified herein based on (i) CONTRACTOR’S experience, skill and reputation for conducting its Solid Waste Collection Services in a safe, effective and responsible fashion, at all times in keeping with applicable environmental laws, regulations and best Solid Waste Collection Service practices, and (ii) CONTRACTOR’S financial resources to maintain the required equipment and to support its indemnity obligations to COUNTY under this Agreement. CONTRACTOR acknowledges that COUNTY has relied on each of these factors, among others, in choosing CONTRACTOR to perform the services to be rendered by CONTRACTOR under this Agreement.
Article 29. Indemnities, Insurance, Bonds

29.01 Insurance.

29.01.1 Coverage Requirements. Without limiting its indemnities, CONTRACTOR will secure and maintain insurance coverage meeting the following requirements. CONTRACTOR may use a combination of primary and excess insurance coverage to satisfy these requirements. If CONTRACTOR fails to fully satisfy the Coverage Requirements set forth in this Article 29, CONTRACTOR agrees that it shall be liable for any loss, injury, damage, attorney's fees or defense costs, or expenses, that the COUNTY incurs that would have been insurable under the required coverages, if such coverages were obtained. CONTRACTOR further agrees that any failure of the COUNTY to verify the placement and continued existence of all insurance required under this Article 29, or the COUNTY'S knowledge that such requirements are not fully satisfied, shall not be considered a waiver of such requirements, or in any way alter CONTRACTOR'S obligations to provide such coverages, unless the Coverage Requirements have been amended in a writing properly executed by both the COUNTY and CONTRACTOR.

CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within Article 29 shall each include provisions, either by blanket endorsement(s), or by specific endorsement(s), satisfying the following requirements to be documented pursuant to section 29.01.4.2:

- "The County of Monterey, and its agents, officers, and employees" shall be an additional insured under an ISO CG 2010 11/05 form, or a functional equivalent;
- all such insurance shall include a waiver of any subrogation rights of that insurer against "The County of Monterey, and its agents, officers, and employees"; and
- all such insurance shall contain provisions that the insurance is primary and non-contributing with any other insurance or self-insurance programs maintained by the County of Monterey, and its agents, officers, and/or employees.

CONTRACTOR further agrees that the General Liability Insurance, Pollution Liability Insurance, and Automobile Liability Insurance required within this Article 29 shall each include provisions that make the CONTRACTOR responsible for the payment of any deductible or self-insured retention such that the County of Monterey and its agents, officers, and employees shall be entitled to a dollar-one defense and indemnity as additional insureds.

In addition, to the extent that any primary or excess liability policy issued to CONTRACTOR with limits of liability in excess of the minimum limits stated below provides coverage to an additional insured to the extent required by contract, this contract shall be construed to obligate CONTRACTOR to obtain additional insured protection for the COUNTY under that/those policy(ies).

29.01.1.1 General Liability Insurance written on ISO policy form CG 00 01 (occurrence) or its equivalent (and not CG 00 02 claims made) with limits of not less than the following:

- General Aggregate: $8 million
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- Products/Completion Operations Aggregate: $6 million
- Personal and Advertising Injury: $5 million
- Each Occurrence: $5 million

The general liability policy must provide contractual liability coverage for CONTRACTOR'S Indemnities under Section 29.02, by endorsement, schedule or other documentation, if necessary to provide coverage.

29.01.1.2 Pollution Legal Liability Coverage with a limit of not less than $50 million per occurrence, including any deductible or self-insured retention, covering loss (including cleanup costs) that CONTRACTOR becomes legally obligated to pay as a result of claims for bodily injury, property damage, and cleanup costs (including expenses required by environmental laws incurred by federal, state, or local governments or third parties) that arise or are alleged to arise from pollution conditions related to CONTRACTOR'S performance of its obligations under this AGREEMENT, including the loading, unloading, or transportation of cargo/waste, and including a defense for all such claims. For the purpose of this subsection, "pollution conditions" includes the dispersal, discharge, release, or escape of any solid, liquid, gaseous or thermal irritant or contaminant (such as smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, and waste materials) into or upon land, the atmosphere, or any watercourse or body of water (including groundwater), provided the conditions are not naturally present in the environment in the amounts or concentrations discovered.

The liability coverage for pollution must provide contractual liability coverage, by endorsement or schedule, if necessary, for CONTRACTOR'S Indemnities.

29.01.1.3 Automobile Liability Coverage

- written on ISO policy forms CA 00 12 pr CA 00 20 (or their equivalent) with a limit of liability not less than $10 million for each accident, including any deductibles or self-insured retentions;
- endorsed to delete the pollution and/or the asbestos exclusion and include pollution liability (using form CA 99 48 or its equivalent) for accidental spills and discharges while transporting and/or processing materials, unless such coverage is otherwise provided under the Pollution Legal Liability Coverage; and
- covering all Vehicles (any auto).

If CONTRACTOR is subject to federal regulations, CONTRACTOR also will maintain any other coverage necessary to satisfy state or federal financial responsibility requirements.

29.01.1.4 Workers' Compensation and Employers' Liability

- Each accident: $1 million
- Disease - policy limit: $1 million
- Disease - each employee: $1 million
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29.01.1.5 Blanket Crime Coverage including limits of not less than twenty-five million dollars ($25 Million) for incidents of employee theft covering losses of Contractor service charges received from Customers and held by Contractor prior to remittance of Contractor payment obligations therefrom to County, with the County to be a Loss Payee under such coverage, to the extent that its interests may appear or be affected.

If CONTRACTOR fails to secure and maintain any insurance required by this Agreement, at its sole option COUNTY may secure and maintain that insurance at its expense and CONTRACTOR will pay COUNTY the COUNTY'S reimbursement costs therefore. This remedy is in addition to COUNTY'S right to declare a Default and terminate the Agreement under Article 27.

29.01.2 Insurer Qualifications. CONTRACTOR will secure insurance provided by an insurer that is acceptable to the COUNTY, is an admitted company in California, has a size category of VII or larger by A.M. Best Company, Inc., and has a rating of A or better by A.M. Best Company, Inc. unless COUNTY provides written authorization to amend this requirement.

29.01.3 Insurance Coverage Requirements for Subcontractors. For each subcontractor performing Collection Services, CONTRACTOR shall be responsible for determining, and for providing evidence to the COUNTY upon its request, that either: 1) CONTRACTOR is maintaining insurance required by this Section protecting CONTRACTOR and COUNTY interests against liabilities caused by the acts, errors or omissions of the subcontractor, or 2) the subcontractor is maintaining that insurance itself.

29.01.4 Evidence of Coverage. CONTRACTOR will provide endorsements, schedules and other evidence of coverage with respect to CONTRACTOR and any subcontractor requested by and acceptable to the COUNTY, 1) on or before the Agreement execution date, 2) Promptly upon renewal of policies, and 3) within ten (10) Work Days of COUNTY'S request.

29.01.4.1 Certificates of Insurance. CONTRACTOR will provide certificates (or other evidence of coverage) containing at a minimum, the following information with respect to CONTRACTOR and any subcontractor:

(1) Agreement name: explicitly identify this Agreement (for example, UNDER DESCRIPTION OF OPERATIONS), and if necessary to secure contractual liability coverage as an "insured contract" or otherwise, include a schedule or endorsement that specifically identifies this Agreement;

(2) Types, policy numbers, policy effective / expiration dates and limits: explicitly reference each type and corresponding limit of coverage required under this Agreement, together with identification of each required ISO policy form or confirmation of its equivalency to ISO policy forms required under this Agreement (such as "auto liability ISO form CA 00 12"). Where the Agreement does not require a specific ISO policy form, the certificate of insurance must specifically reference the required type of coverage (such as "pollution liability" under TYPE OF INSURANCE – OTHER) together with a summary description of its coverage (such as "pollution conditions caused by transported cargo" under SPECIAL PROVISIONS);

(3) Thirty (30) days’ cancellation notice: contain the express condition that COUNTY must be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance. Endorsements cannot contain more
"best effort" modifiers or relieve the insurer from its responsibility to give that notice and the
CANCELLATION information on the certificate of insurance must delete language such as
"failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or
representatives;"

(4) Deductibles and self-insured retentions: identify any deductible and self-
insured retention. Upon COUNTY request, CONTRACTOR will reduce any self-insured
retention as it applies to any COUNTY or provide a letter of credit, certificate of deposit or other
financial assurance acceptable to COUNTY guaranteeing payment of all retained losses and
related costs and expenses related to investigations, claims administrations, and legal defense.
The letter of credit or certificate of deposit must be provided by a bank satisfactory to COUNTY;
and

(5) Claims made: if any insurance coverage is written on a claims-made form
(such as pollution liability), evidence that the "retro date" is before the Agreement execution
date. CONTRACTOR must maintain that coverage for at least five (5) years after the
termination date. Promptly upon COUNTY request, CONTRACTOR must provide COUNTY
with evidence that of that coverage. THIS PROVISION SURVIVES THE TERMINATION OF THIS
AGREEMENT. CONTRACTOR shall continue to be responsible for having the COUNTY
designated as an additional insured on all such policies.

29.01.4.2 Endorsements. CONTRACTOR must provide copies of the
following endorsements or other documentation with respect to CONTRACTOR and any
Subcontractor satisfactory to COUNTY; 1) additional insured endorsement to each liability
policy, explicitly adding COUNTY and its "officers, agents, and employees" as additional
insured; 2) waiver of subrogation; and 3) insurance is primary and not contributing with any
other Insurance or self-insurance programs maintained by COUNTY and its officers and
employees.

29.01.4.3 Schedules. CONTRACTOR must provide schedules or
other evidence including, but not limited to, General Liability Insurance Policy form language
that liability policies of CONTRACTOR and any Subcontractor provide contractual liability
coverage for indemnities, such as listing this Agreement as an "insured contract."

29.01.4.4 Signature verification. At COUNTY'S request,
CONTRACTOR must provide documentation verifying that the individual signing or
countersigning the certificates, policies, endorsements, or other evidence of coverage of
CONTRACTOR and any subcontractor is authorized to do so and identifies his or her company
affiliation and title. COUNTY may require complete copies of CONTRACTOR'S insurance
policies at any time.

29.01.5 Notice of claims. If any Person makes a claim against
CONTRACTOR or any subcontractor exceeding the amount of any deductibles or self-insured
retentions, CONTRACTOR will promptly notify COUNTY of the claim.

29.02 CONTRACTOR Indemnity, Defense and Release.

29.02.1 General. CONTRACTOR shall indemnify, defend, and hold
harmless the COUNTY, its officers, agents, and employees, from and against any and all
claims, liabilities, and losses whatsoever (including damages to property and injuries to or death
of persons, court costs, and reasonable attorneys' fees) occurring or resulting or alleged to be
occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work,
services, materials, or supplies in connection with the CONTRACTOR'S performance of its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

Notwithstanding anything to the contrary in the foregoing provision, the indemnity obligations of CONTRACTOR herein shall not in any way extend to indemnifying and/or defending the COUNTY for or against any claim, liability, damages, liens, penalties, or any costs or obligations whatsoever arising from, or related to, the COUNTY'S setting of rates or fees under this Agreement in connection with Proposition 218, Article XIIIIC and Article XIIIID of the California Constitution. However, CONTRACTOR shall indemnify and/or defend the COUNTY in any and all cases where CONTRACTOR has initiated a request for a rate or fee increase, which is approved by the COUNTY Board of Supervisors and the COUNTY is named as a party in any such claim, and/or administrative or litigation action.

29.02.2 Reimbursement of Enforcement Costs. If CONTRACTOR fails to pay any indemnities and that failure results in any costs to COUNTY, within fifteen (15) days of COUNTY'S request, CONTRACTOR will pay COUNTY'S reimbursement costs for those costs.

29.02.3 Indemnity From Employee Dishonesty. If any payments received by CONTRACTOR from Customers are lost, embezzled, or are otherwise improperly diverted as a result of the dishonesty of any employee of CONTRACTOR, before CONTRACTOR delivers the required remittance to the COUNTY from such payments, then CONTRACTOR shall not be relieved of its responsibility to make such remittances to the COUNTY, and CONTRACTOR shall indemnify and make whole the COUNTY from any such losses.

Article 30. Performance Bond.

30.01 Performance Bond. CONTRACTOR shall furnish, and keep current during the term of this Agreement, a performance bond to ensure performance of this Agreement and each and every condition of this Agreement in a form acceptable to COUNTY no more than thirty (30) days after execution of this Agreement. The performance bond shall be equal to Five Million Dollars ($5,000,000) and remain in force for the duration of this Agreement. The premium for the bond described above shall be paid by CONTRACTOR. The Surety or Sureties shall be a company or companies satisfactory to COUNTY and shall be duly authorized to conduct business in the State of California.

30.02 Letter of Credit. As an alternative to the performance bond required by Section 30.01, CONTRACTOR may provide for the issuance of an irrevocable standby letter of credit in the amount of Five Million Dollars ($5,000,000) by a bank approved by COUNTY in its sole discretion (the "Bank"), for the benefit of COUNTY. The letter of credit must authorize the beneficiary COUNTY to draw, in one or more drawings, not less than Five Million Dollars ($5,000,000) at the sole discretion of COUNTY.

30.02.1 THIS SECTION WILL SURVIVE THE TERMINATION OF THE AGREEMENT. The form of the letter of credit, including the procedures for and place of
demand for payment and drawing certificate attached thereto, must be in a form acceptable to COUNTY. The letter of credit must be transferable to any successor or assign of COUNTY.

Article 31. COUNTY Right to Perform Service

31.01 Right to Perform. In the event CONTRACTOR, for any reason whatsoever, fails, refuses, or is unable to Collect, transport, or Dispose of any or all Solid Waste, Recyclables, Green Waste, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris which is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than forty-eight (48) hours, and if, as a result thereof, any or all of these materials should accumulate in COUNTY to such an extent, in such a manner, or for such a time that COUNTY should find that such accumulation endangers or menaces the public health, safety, or welfare or upon CONTRACTOR default as set forth in Article 27, then COUNTY shall have the right, even if CONTRACTOR is not in breach of this Agreement, but not the obligation, upon twenty-four (24) hours prior written notice to CONTRACTOR during the period of such emergency as determined by COUNTY, (i) to perform, or cause to be performed, such services itself with its own or other personnel and equipment without liability to CONTRACTOR; and/or (ii) to take possession of any or all of CONTRACTOR owned equipment or licensed equipment and utilize other property owned by CONTRACTOR used or useful in the Collection, transportation, and Disposal or processing of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris and to use such property to Collect, transport, and Dispose any Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris generated within the Service Area which CONTRACTOR would otherwise be obligated to Collect, transport, and properly Dispose or process pursuant to this Agreement. In such an event, CONTRACTOR shall immediately make available to COUNTY a listing and description, including street names, of all Collection Service Collection routes.

31.02 CONTRACTOR'S Notice. Notice of CONTRACTOR'S failure, refusal, or neglect to Collect, transport, and properly Dispose or process Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items, Universal Waste, E-Waste, CED's, Used Oil and Used Oil Filters and/or Construction and Demolition Debris may be given verbally by telephone to CONTRACTOR at its principal office and shall be effective immediately. Written confirmation of such verbal notification shall be sent to CONTRACTOR within twenty-four (24) hours of the verbal notification.

31.03 CONTRACTOR further agrees in such event:

31.03.1 It will take direction from COUNTY to effect the transfer of possession of equipment and property to COUNTY for COUNTY'S use.

31.03.2 It will, if COUNTY so requests, keep in good repair and condition all of such equipment, provide all such equipment all with fuel, oil, and other service, and provide such other service as may be necessary to maintain said property in operational condition.

31.03.3 Subject to any labor agreements then in effect, COUNTY may immediately engage all or any personnel necessary or useful for the Collection and transportation of Solid Waste, Recyclables, Green Waste, Christmas Trees, Bulky Items,
Construction and Demolition Debris and/or other materials, including, if COUNTY so desires, employees previously or then employed by CONTRACTOR. CONTRACTOR further agrees, if COUNTY so requests, to furnish COUNTY the services of any or all management or office personnel employed by CONTRACTOR whose services are necessary or useful for the provision of Collection Services and for the billing and Collection of fees for these services.

COUNTY agrees it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession.

If the interruption or discontinuance in service is caused by reason of Force Majeure as described herein, COUNTY shall pay to CONTRACTOR the reasonable rental value of equipment, possession of which is taken by COUNTY, for the period of COUNTY'S possession, if any, which extends beyond the period of time for which CONTRACTOR has rendered bills in advance of service, for the class of service involved. In any other circumstance where COUNTY provides service under this Article, COUNTY shall have no liability to CONTRACTOR and COUNTY will have all of the other remedies available to it under this Agreement or by law.

Temporary Possession of CONTRACTOR'S Equipment and Personnel. If COUNTY suffers an interruption or discontinuance of service, COUNTY may take possession of and use all of CONTRACTOR'S equipment and personnel described above until other suitable arrangements can be made for the provision of Collection Services which may include the grant of a franchise to another company.

Billing and Compensation to COUNTY During COUNTY'S Possession. During such time as COUNTY is providing Collection Services, as above provided, CONTRACTOR shall bill and collect payment from all users of the above-mentioned services. CONTRACTOR further agrees that, in such event, it shall reimburse COUNTY for any and all costs and expenses incurred by COUNTY in taking over possession of the above-mentioned equipment and property for Collection Services in such manner and to an extent as would otherwise be required of CONTRACTOR under the terms of this Agreement. Such reimbursement shall be made from time to time after submission by COUNTY to CONTRACTOR of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.

COUNTY'S Right to Relinquish Possession. It is further mutually agreed COUNTY may, at any time, at its discretion, relinquish possession of any or all of the above-mentioned equipment or personnel to CONTRACTOR and thereupon demand CONTRACTOR resume Collection Services as provided in this Agreement, whereupon CONTRACTOR shall be bound to resume the same.

COUNTY'S Possession Not a Taking. COUNTY'S exercise of its rights under this Article (i) does not constitute a taking of private property for which compensation must be paid; (ii) will not create any liability on the part of COUNTY to CONTRACTOR; and (iii) does not exempt CONTRACTOR from the indemnity provisions of this Agreement, which are meant to extend to circumstances arising under this Section, provided CONTRACTOR is not required to indemnify COUNTY against claims and damages arising from the sole negligence of COUNTY, its elective and appointive boards, commissions, officers, employees, agents and volunteers in the operation of Collection Service vehicles during the time COUNTY has taken possession of such Collection Service vehicles.
31.08 **Duration of COUNTY'S Possession.** COUNTY'S right pursuant to this Article to retain temporary possession of CONTRACTOR'S facilities and equipment and to render Collection Services shall terminate when COUNTY determines such services can be resumed by CONTRACTOR, or when COUNTY no longer reasonably requires such property or equipment. In any case, COUNTY has no obligation to maintain possession of CONTRACTOR'S property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to CONTRACTOR.

**Article 32. Strikes and Similar Labor Actions**

32.01 **Strikes.** In the event of a strike or similar labor action, but not including a lockout as set forth in Section 32.02 below, whereby employees of CONTRACTOR refuse to perform work for CONTRACTOR at normally anticipated levels or efficiency (a “strike”) which affects the ability of CONTRACTOR to provide Collection Services within the Service Area in accordance with this Agreement, the following guidelines shall apply:

32.01.1 In conjunction with the execution of this Agreement, CONTRACTOR has discussed with COUNTY a strike contingency plan. From time to time during the term of this Agreement, CONTRACTOR and COUNTY shall meet to discuss changes to the strike contingency plan.

32.01.2 Within twelve (12) hours of notification to CONTRACTOR by labor that it has authorized a strike, CONTRACTOR shall notify Contract Administrator, by phone and email.

32.01.3 Within three (3) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with normal scheduled pick ups, CONTRACTOR shall meet with COUNTY to develop a strike implementation plan.

32.01.4 Within five (5) Work Days of a strike, if CONTRACTOR is not providing Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.

32.01.5 Within ten (10) Work Days of a strike, CONTRACTOR is to use commercially reasonable efforts to bring in alternate work forces and provide Collection Services in accordance with the normal schedules and volumes set forth in this Agreement, or the schedules and volumes in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY.

32.01.5.1 In the event CONTRACTOR'S alternate work force is unable to provide Collection Services in accordance with the normal schedules, volumes and routing set forth in this Agreement, or the schedules, volumes and routing in the agreed-upon strike implementation plan, if such plan has been agreed to by COUNTY, COUNTY shall have the right, but not the obligation, to bring in outside forces to provide Collection Services which are not being provided by CONTRACTOR and charge CONTRACTOR for the reasonable direct and indirect expenses (including administrative and overhead) incurred by COUNTY in this regard.

32.01.6 In the event COUNTY elects to retain its own work force, COUNTY shall discuss the alternatives with CONTRACTOR before retaining such work force.
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3146 Once COUNTY retains its own work force, COUNTY shall periodically, but not more often than weekly, invoice CONTRACTOR for the reasonable direct and indirect expenses of retaining such outside services and CONTRACTOR shall reimburse COUNTY for such expenses within ten (10) Work Days of invoice. COUNTY shall have the right to charge CONTRACTOR interest on invoices which are unpaid after ten (10) Work Days at the rate of one and one half (1.5%) percent per month (not compounded).

3152 32.01.6.1 In the event of a strike, regardless of when and what level a replacement work force is deployed by CONTRACTOR, CONTRACTOR shall not be subject to liquidated damages for the first ten (10) Work Days following the actual strike.

3155 32.01.7 After thirty (30) calendar days, if there is a continuing failure to perform Collection Services, such failure to perform shall be considered a default under Article 27 and COUNTY can cancel this Agreement between COUNTY and CONTRACTOR. In such an event, COUNTY shall not waive its right to seek damages from CONTRACTOR for any increase in cost of Collection incurred by COUNTY as a result of the breach of this Agreement by CONTRACTOR and the consequential election by COUNTY to cancel this Agreement and move forward with Collection Services alternatives.

3163 32.02 Lockout. The provisions of Section 32.01 shall not apply in the event of a lockout by CONTRACTOR. During such lockout period, CONTRACTOR shall be required to comply with all requirements of this Agreement and shall be subject to all provisions of this Agreement for non-compliance without exception and specifically including liquidated damages and default.

Article 33. Transition to Next CONTRACTOR

33.01 Transition. In the event CONTRACTOR is not awarded an agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, CONTRACTOR shall cooperate fully with COUNTY and any subsequent contractors to assure a smooth transition of Collection Services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of SFD, MFD and Commercial Customers; providing a complete inventory of all Cans, Carts, Bins, Compactors, and Roll-off Containers; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to remove or, to the extent required under the terms of this Agreement, transfer ownership of Cans, Carts, Bins, Compactors, and Roll-Off Containers as appropriate to COUNTY; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new Containers if new Containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

Article 34. General Requirements

34.01 Successors and Assigns. This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. The parties understand and agree that any Assignment of this Agreement shall be subject to Article 28 of this Agreement.

34.02 Compliance with Laws, Regulations, Ordinances and JPA Agreement. CONTRACTOR hereby agrees to abide with all applicable federal, state, and local laws, ordinances, and regulations. It is understood by CONTRACTOR that COUNTY has enacted local ordinances and is a member of two JPA's which have executed JPA Agreements for
affecting a refuse control program. It is the responsibility of CONTRACTOR to become familiar
with such federal and state laws and regulations and local ordinances and the JPA Agreements.
The parties understand and agree that if any provision of federal or state law, local ordinances
or the JPA Agreements are in conflict with this Agreement, state and federal laws and
regulations, and local ordinances shall be the governing factor in regard to performance of this
Agreement. COUNTY and CONTRACTOR agree that COUNTY has made a good faith effort to
incorporate all material requirements of the current JPA Agreements into the provisions of this
Agreement. In the event future changes or additions to state or federal laws or regulations, or
local ordinances, or the JPA Agreements affect the performance of Collection Services as set
forth in this Agreement, such changes or additions shall be considered modifications to this
Agreement as set forth in Article 22 of this Agreement.

34.03 Nondiscrimination. CONTRACTOR hereby agrees to abide by all local, state and
federal laws and regulations pertaining to discrimination in employment including that no person
shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin,
age, religion, political affiliations or any other non-merit based factors, be subject to
discrimination under this Agreement.

34.04 Access to Records. CONTRACTOR shall permit access to its records of
employment, employment advertisements, application forms, and other pertinent data or
records relating to CONTRACTOR'S obligation under this Agreement, by the Fair Employment
Practices Commission, to COUNTY or any appropriate employee, department, or agent
designated by the Fair Employment Practices Commission or by COUNTY respectively, for the
purpose of investigating Contractor's compliance with the California Fair Employment Practices
Act in connection with this Agreement.

34.05 Notices. Any and all notices to be given under this Agreement, or which any
party may desire to give to another, shall be in writing. Said notices shall be deemed to have
been duly given on the date of personal delivery to the other party's place of business as
designated below, as may be changed from time to time by written notice, or during regular
business hours on the date of facsimile to the parties specified below, or on the third day
following deposit in the mail in the County of Monterey, California, said deposit to be by
registered or certified mail, return receipt requested, postage prepaid, and addressed as set
forth below. In the case of a notice of communication by facsimile, the facsimile shall be sent to
the number specified below and a written copy shall be mailed or personally delivered within
three (3) Work Days of the transmittal of the facsimile.

34.05.1 If to CONTRACTOR, notices required to be given by COUNTY to
CONTRACTOR will be deemed received by CONTRACTOR upon being deemed "delivered"
according to the provisions of this Section. Notice of Breach by COUNTY to CONTRACTOR
may be given to CONTRACTOR verbally or by telephone at the principal office if confirmed in
writing and delivered in person or by facsimile by noon the following day.

34.05.2 Notice to CONTRACTOR shall be addressed to the following
addresses, as indicated:

Name: District Manager
Company: Carmel Marina Corporation
Address: 11240 Commercial Parkway, Castroville, CA 95012
Telephone: 831-796-2296
Facsimile: 831-632-0491
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in
Unincorporated Monterey County

3235 and
3236 Name: Vice President and Group General Counsel
3237 Company: Waste Management
3238 Address: 7025 N. Scottsdale Road #200, Scottsdale, AZ 85253
3239 Telephone: 480-624-8473
3240 Facsimile: 832-668-3141
3241 34.05.3 If to COUNTY, to the name and address as indicated below:
3242 Name: Director of Health
3243 Company: Monterey County
3244 Address: 1270 Natividad Road, Room 5C, Salinas, CA 939096
3245 Telephone: 831-755-4525
3246 Facsimile: 831-755-4797
3247 and
3248 Name: Deputy County Counsel
3249 Company: Monterey County
3250 Address: 168 W. Alisal St. 3rd Floor, Salinas, CA 93901
3251 Telephone: 831-755-5045
3252 Facsimile: 831-755-5283
3253 34.05.4 Either party may designate a different mailing address or a
3254 different facsimile number or telephone number by providing written notice to the other party as
3255 provided in this Section.
3256 34.05.5 Notice by COUNTY to CONTRACTOR of a missed pick-up or a
3257 Customer problem or complaint may be given to CONTRACTOR verbally, by telephone at
3258 CONTRACTOR’S local office with written confirmation sent by facsimile or U.S. mail within
3259 twenty-four (24) hours of the verbal notification.
3260 34.06 Severability. Should any article(s) or section(s), or any part thereof, later be
3261 deemed unenforceable by a court of competent jurisdiction, the remainder of this Agreement
3262 shall remain in full force and effect.
3263 34.07 No Use of COUNTY Name. CONTRACTOR will not do business as or use a
3264 corporate, partnership, venture or other formal name, containing the name of COUNTY or
3265 implying government ownership.
3266 34.08 Entire Agreement; Incorporation of Exhibits. This document incorporates and
3267 includes all prior negotiations, correspondence, conversations, agreements, and understandings
3268 applicable to the matters contained in this Agreement. The parties understand and agree that
3269 there are no commitments, agreements, or understandings concerning the subject matter of this
3270 Agreement that are not contained or referred to in this document. Accordingly, it is agreed that
3271 no deviation from the terms of this Agreement shall be predicated upon any prior
3272 representations or unreferenced agreements, whether verbal or written. This Agreement and
3273 Exhibits 1-11, attached hereto and incorporated by this reference as though fully set forth herein
3274 represent the entire agreement of COUNTY and CONTRACTOR with respect to the services to
3275 be provided under this Agreement. No prior written or verbal statement or proposal shall alter
3276 any term or provision of this Agreement.

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34.09 **Modification, Amendment or Rescission.** This Agreement may be amended, modified, or rescinded by a written agreement between CONTRACTOR and COUNTY which is executed by their authorized representatives.

34.10 **Parties in Interest.** Nothing in this Agreement, whether express or implied, is intended to confer any rights on any persons other than the parties and their representatives, successors, and permitted assigns.

34.11 **Advice of Counsel/Negotiated Agreement.** Each of the parties has received the advice of legal counsel prior to signing this Agreement. The parties understand and agree that no provision or provisions of this Agreement may be subject to any rule of construction based upon any party being considered the party “drafting” this Agreement.

34.12 **Interpretation.** This Agreement shall be interpreted and construed reasonably in light of the whole Agreement, and shall not be construed either strictly for or against either party, regardless of the degree to which either party participated in its drafting.

34.13 **Headings and Font.** Any caption or heading in this Agreement which incorporates Exhibits 1-11 is for convenience of reference and does in any way control or affect the scope, intent, meaning, construction, interpretation or effect of this Agreement. Any underlined, italicized, bold-faced, upper captioned or other font style is for ease of reading and contract administration and does not in any way imply relative importance or unimportance of any provision of this Agreement.

34.14 **Waiver.** Waiver of any term or condition contained in this Agreement by any party to this Agreement shall be in writing and shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or a waiver of any other term or condition contained in the Agreement. The subsequent acceptance by COUNTY of any fee, tax, or any other monies which become due from CONTRACTOR to COUNTY shall not be deemed to be a waiver by COUNTY of any breach or violation of any term, covenant, or condition of this Agreement.

34.15 **Incorporation of Recitals.** The Recitals to this Agreement are hereby incorporated into this Agreement.

**Article 35. Effective Date**

35.01 This Agreement shall become effective at such time as it is properly executed by COUNTY and CONTRACTOR and CONTRACTOR shall begin Collection Services, as covered herein, in the Service Area, as set forth in Exhibit 5, commencing on November 1, 2010.

**Article 36. Execution Of Agreement**

36.01 **Execution in Counterparts.** This Agreement may be signed in any number of original counterparts. All counterparts will constitute but one and the same Agreement.

36.02 **Authority to Execute.**

36.02.1 COUNTY warrants that its officers listed below have been duly authorized to execute this Agreement on its behalf.

36.02.2 CONTRACTOR warrants that the individuals listed below have been duly authorized to execute this Agreement on behalf of CONTRACTOR.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

COUNTY OF MONTEREY
a political subdivision of the State of California
By: [Signature]
Lea Foster, Director of Health
Date: 1-9-10

USA WASTE OF CALIFORNIA, INC.
DBA CARMEL MARINA CORPORATION
By: [Signature]
Barry Skolnick, Area Vice President
Date: 12/28/07

By: [Signature]
Robert E. Longo, Assistant Secretary and Group General Counsel
Date: 12/28/09

APPROVED AS TO FORM & LEGALITY:
By: [Signature]
Charles J. McKee, County Counsel
Date: 1-13-2010
By: [Signature]
Mary Grace Perry, Deputy

APPROVED AS TO FISCAL PROVISIONS:
By: [Signature]
Michael M. Mills
Auditor / Controller
Date: Jan. 12, 2010

RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO LIABILITY PROVISIONS:
By: [Signature]
R. MacRae
Date: 2/4/10

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Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

Exhibit 1 Approved Rates and Charges

Effective November 1, 2010

The Board of Supervisors may amend the Rates, whereupon the amended Rates will automatically be deemed to apply to this Agreement without any further action. CONTRACTOR is deemed to have knowledge of applicable law, including such Rate resolutions or ordinances of the County Board. However, for convenience of administering this Agreement the Parties may from time to time amend this Attachment by attaching the most recent dated current Rate resolution or ordinance to this Attachment.

In addition, in accordance with Section 13.22 of this Agreement, if Customer requests Collection Services at a container capacity and/or Collection frequency not provided in the Rates adopted by the Board of Supervisors, following COUNTY Board approval of the Contractor Service Fee Component of that Rate, CONTRACTOR may charge Customer that Rate agreed upon with Customer.
**Form 1**

**COLLECTION SERVICE RATES**

**SFD COLLECTION SERVICE**

### A. SFD COLLECTION SERVICE – CURBSIDE – Monthly Rates Including Franchise Fees

<table>
<thead>
<tr>
<th>1</th>
<th>Solid Waste Cart Sizes (gallons)</th>
<th>Can</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>SFD Collection Service Rate</td>
<td>$25.00</td>
<td>$20.98</td>
<td>$25.50</td>
<td>$39.98</td>
<td>$49.98</td>
</tr>
</tbody>
</table>

### B. SUBSCRIPTION ROLL-OUT CART COLLECTION SERVICE - Monthly Surcharge Including Franchise Fees

<table>
<thead>
<tr>
<th>1</th>
<th>Solid Waste Cart Sizes (gallons)</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Roll-Out Collection Surcharge (based on number of carts included in default service)</td>
<td>$19.13</td>
<td>$19.13</td>
<td>$19.13</td>
<td>$19.13</td>
</tr>
</tbody>
</table>

### C. ADDITIONAL SERVICES (Note: The additional service fees on lines C2 – C13 (except C8) should include franchise fees.)

<table>
<thead>
<tr>
<th>1</th>
<th>Cart Sizes (gallons)</th>
<th>Can</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Extra Curbside Solid Waste Cart</td>
<td>$20.00</td>
<td>$16.78</td>
<td>$20.40</td>
<td>$31.98</td>
<td>$39.98</td>
</tr>
<tr>
<td>5</td>
<td>Extra Roll-Out Solid Waste Cart</td>
<td>$26.38</td>
<td>$23.16</td>
<td>$26.78</td>
<td>$38.36</td>
<td>$46.36</td>
</tr>
<tr>
<td>8</td>
<td>Difficult to Service Customers Percentage of base rate</td>
<td>150%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Additional Cart Exchange</td>
<td>$71.25</td>
<td>Each additional cart/occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Additional Cart Replacement</td>
<td>$71.25</td>
<td>Each additional cart/occurrence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Excess On-Call Collection Capacity</td>
<td>$50.00</td>
<td>Each additional cubic yard (beyond the limits established)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Additional On-Call Collection Service</td>
<td>$50.00</td>
<td>Per cubic yard for service beyond the one (1) On-call service per Calendar Year established</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Un-containerized Material Surcharge</td>
<td>$0.50</td>
<td>Each Gallon of Un-containerized Material</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>Excess Missed Collections</td>
<td>$50.00</td>
<td>Any missed collection greater than 2 each full or partial calendar year</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

Form 2
COLLECTION SERVICE RATES

MFD CART COLLECTION SERVICE

A. MFD CART COLLECTION SERVICE – CURBSIDE Monthly Rates Including Franchise Fees

<table>
<thead>
<tr>
<th>Cart Sizes (gallons)</th>
<th>Can</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>MFD Collection Service Rate</td>
<td>$26.50</td>
<td>$21.98</td>
<td>$26.98</td>
<td>$41.98</td>
<td>$61.98</td>
</tr>
</tbody>
</table>

B. SUBSCRIPTION GREEN WASTE CART COLLECTION SERVICE - Monthly Surcharge Including Franchise Fees

<table>
<thead>
<tr>
<th>Cart Sizes (gallons)</th>
<th>Can</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Waste Collection Surcharge</td>
<td></td>
<td>$20.99</td>
<td>$25.99</td>
</tr>
</tbody>
</table>

C. ADDITIONAL SERVICES (Note: The additional service fees on lines D2 – D13, (except D8) should include franchise fees.)

<table>
<thead>
<tr>
<th>Cart Sizes (gallons)</th>
<th>Can</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra Curbside Solid Waste Cart</td>
<td>$21.20</td>
<td>$17.58</td>
<td>$21.58</td>
<td>$33.58</td>
<td>$41.58</td>
</tr>
<tr>
<td>Difficult to Service Customers – Percentage of base rate.</td>
<td>150%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Cart Exchange</td>
<td>$71.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Cart Replacement</td>
<td>$71.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess On-Call Collection Capacity</td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional On-Call Collection Service Per Calendar Year</td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Un-containerized Material Surcharge</td>
<td>$0.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Missed Collections</td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3365
### Form 3A
**COLLECTION SERVICE RATES**

**MFD BIN COLLECTION SERVICE in the MRWMD**

<table>
<thead>
<tr>
<th>Container Size</th>
<th>1X Week</th>
<th>2X Week</th>
<th>3X Week</th>
<th>4X Week</th>
<th>5X Week</th>
<th>6X Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CY Bin</td>
<td>$98.50</td>
<td>$197.00</td>
<td>$295.50</td>
<td>$394.00</td>
<td>$492.50</td>
<td>$591.00</td>
</tr>
<tr>
<td>1.5 CY Bin</td>
<td>$151.69</td>
<td>$303.38</td>
<td>$455.07</td>
<td>$606.76</td>
<td>$758.45</td>
<td>$910.14</td>
</tr>
<tr>
<td>2 CY Bin</td>
<td>$151.69</td>
<td>$303.38</td>
<td>$455.07</td>
<td>$606.76</td>
<td>$758.45</td>
<td>$910.14</td>
</tr>
<tr>
<td>3 CY Bin</td>
<td>$227.54</td>
<td>$455.07</td>
<td>$682.61</td>
<td>$910.14</td>
<td>$1,137.68</td>
<td>$1,365.21</td>
</tr>
<tr>
<td>4 CY Bin</td>
<td>$291.56</td>
<td>$583.12</td>
<td>$874.68</td>
<td>$1,166.24</td>
<td>$1,457.80</td>
<td>$1,749.36</td>
</tr>
<tr>
<td>6 CY Bin</td>
<td>$419.61</td>
<td>$839.22</td>
<td>$1,568.43</td>
<td>$2,098.05</td>
<td>$2,517.66</td>
<td></td>
</tr>
<tr>
<td>8 CY Bin</td>
<td>$535.84</td>
<td>$1,071.68</td>
<td>$1,607.52</td>
<td>$2,143.36</td>
<td>$2,679.20</td>
<td>$3,215.04</td>
</tr>
</tbody>
</table>

**B. MFD NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees**

<table>
<thead>
<tr>
<th>Container Size</th>
<th>6 CY Box</th>
<th>8 CY Box</th>
<th>10 CY Box</th>
<th>15 CY Box</th>
<th>20 CY Box</th>
<th>30 CY Box</th>
<th>40 CY Box</th>
<th>50 CY Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 CY Box</td>
<td>$315.56</td>
<td>$631.11</td>
<td>$948.67</td>
<td>$1,262.22</td>
<td>$1,577.78</td>
<td>$1,893.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 CY Box</td>
<td>$363.78</td>
<td>$727.56</td>
<td>$1,091.33</td>
<td>$1,455.11</td>
<td>$1,818.89</td>
<td>$2,182.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 CY Box</td>
<td>$459.72</td>
<td>$919.44</td>
<td>$1,379.17</td>
<td>$1,838.89</td>
<td>$2,298.61</td>
<td>$2,758.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 CY Box</td>
<td>$459.72</td>
<td>$919.44</td>
<td>$1,379.17</td>
<td>$1,838.89</td>
<td>$2,298.61</td>
<td>$2,758.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 CY Box</td>
<td>$493.82</td>
<td>$987.64</td>
<td>$1,481.46</td>
<td>$1,975.28</td>
<td>$2,469.10</td>
<td>$2,962.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 CY Box</td>
<td>$560.50</td>
<td>$1,121.00</td>
<td>$1,681.50</td>
<td>$2,241.99</td>
<td>$2,802.49</td>
<td>$3,362.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 CY Box</td>
<td>$685.00</td>
<td>$1,370.00</td>
<td>$2,055.00</td>
<td>$2,740.00</td>
<td>$3,425.00</td>
<td>$4,110.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50 CY Box</td>
<td>$820.14</td>
<td>$1,640.28</td>
<td>$2,460.42</td>
<td>$3,280.56</td>
<td>$4,100.69</td>
<td>$4,920.83</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the Container size by the number of Containers required by Customer.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

C. MFD COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees

<table>
<thead>
<tr>
<th></th>
<th>6 CY Box</th>
<th>8 CY Box</th>
<th>10 CY Box</th>
<th>20 CY Box</th>
<th>30 CY Box</th>
<th>40 CY Box</th>
<th>50 CY Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates</td>
<td>$422.22</td>
<td>$470.94</td>
<td>$470.94</td>
<td>$661.86</td>
<td>$783.49</td>
<td>$907.64</td>
<td>$1,089.41</td>
</tr>
<tr>
<td></td>
<td>$844.44</td>
<td>$941.89</td>
<td>$941.89</td>
<td>$1,323.71</td>
<td>$1,566.98</td>
<td>$1,815.28</td>
<td>$2,178.82</td>
</tr>
<tr>
<td></td>
<td>$1,266.67</td>
<td>$1,412.83</td>
<td>$1,412.83</td>
<td>$1,995.57</td>
<td>$2,350.46</td>
<td>$2,722.92</td>
<td>$3,268.23</td>
</tr>
<tr>
<td></td>
<td>$1,688.89</td>
<td>$1,883.78</td>
<td>$1,883.78</td>
<td>$2,647.42</td>
<td>$3,133.95</td>
<td>$3,630.56</td>
<td>$4,557.64</td>
</tr>
<tr>
<td></td>
<td>$2,111.11</td>
<td>$2,533.33</td>
<td>$2,354.72</td>
<td>$3,309.28</td>
<td>$3,917.44</td>
<td>$4,638.19</td>
<td>$5,447.05</td>
</tr>
<tr>
<td></td>
<td>$2,533.33</td>
<td>$2,825.67</td>
<td>$2,825.67</td>
<td>$3,971.14</td>
<td>$4,700.93</td>
<td>$5,445.63</td>
<td>$6,536.46</td>
</tr>
</tbody>
</table>

D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)

1. Push Rates

<table>
<thead>
<tr>
<th></th>
<th>1-25 ft</th>
<th>26-49 ft</th>
<th>50-75 ft</th>
<th>76-100 ft</th>
<th>101-125 ft</th>
<th>126+ ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates</td>
<td>$25.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$125.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

2. Cart or Bin Cleaning

<table>
<thead>
<tr>
<th></th>
<th>Cart</th>
<th>1 – 4 CY Bin Size</th>
<th>5+ CY Bin Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rates</td>
<td>$71.25</td>
<td>$112.50</td>
<td>$112.50</td>
</tr>
</tbody>
</table>

3. Green Waste Collection $0.40 Per Gallon
4. Extra Recyclable Cart $0.40 Per Gallon
5. Extra Recyclable Bin $40.00 Per Cubic Yard
6. Additional Bin Exchange $75.00 Each additional service exchange
7. Additional Bin Replacement $450.00 Each additional Bin replacement
8. Additional Cart Exchange $71.25 Each additional service exchange
9. Additional Cart Replacement $71.25 Each additional Cart replacement
10. Excess On-Call Collection Capacity $93.75 Each additional cubic yard (beyond the limits established)
11. Additional On-Call Collection Service $93.75 Per Cubic Yard
12. Un-containerized Material Surcharge $0.50 Each Gallon of Un-containerized Material
13. Excess Missed Collections $50.00 Any missed collection greater than 2 each full or partial calendar year
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

Form 3B
COLLECTION SERVICE RATES

MFD BIN COLLECTION SERVICE in the SVSWA

<table>
<thead>
<tr>
<th>Container Size</th>
<th>1X Week</th>
<th>2X Week</th>
<th>3X Week</th>
<th>4X Week</th>
<th>5X Week</th>
<th>6X Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CY Bin</td>
<td>$145.00</td>
<td>$290.00</td>
<td>$435.00</td>
<td>$580.00</td>
<td>$725.00</td>
<td>$870.00</td>
</tr>
<tr>
<td>1.5 CY Bin</td>
<td>$232.00</td>
<td>$464.00</td>
<td>$696.00</td>
<td>$928.00</td>
<td>$1,160.00</td>
<td>$1,392.00</td>
</tr>
<tr>
<td>2 CY Bin</td>
<td>$232.00</td>
<td>$464.00</td>
<td>$696.00</td>
<td>$928.00</td>
<td>$1,160.00</td>
<td>$1,392.00</td>
</tr>
<tr>
<td>3 CY Bin</td>
<td>$334.95</td>
<td>$669.90</td>
<td>$1,004.85</td>
<td>$1,339.80</td>
<td>$1,674.75</td>
<td>$2,009.70</td>
</tr>
<tr>
<td>4 CY Bin</td>
<td>$429.20</td>
<td>$858.40</td>
<td>$1,287.60</td>
<td>$1,716.80</td>
<td>$2,146.00</td>
<td>$2,575.20</td>
</tr>
<tr>
<td>6 CY Bin</td>
<td>$617.70</td>
<td>$1,235.40</td>
<td>$1,853.10</td>
<td>$2,470.80</td>
<td>$3,088.50</td>
<td>$3,706.20</td>
</tr>
<tr>
<td>8 CY Bin</td>
<td>$788.80</td>
<td>$1,577.60</td>
<td>$2,366.40</td>
<td>$3,155.20</td>
<td>$3,944.00</td>
<td>$4,732.80</td>
</tr>
</tbody>
</table>

B. MFD NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees

<table>
<thead>
<tr>
<th>Container Size</th>
<th>6 CY Box</th>
<th>8 CY Box</th>
<th>10 CY Box</th>
<th>15 CY Box</th>
<th>20 CY Box</th>
<th>30 CY Box</th>
<th>40 CY Box</th>
<th>50 CY Box</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$366.67</td>
<td>$733.33</td>
<td>$1,100.00</td>
<td>$1,466.67</td>
<td>$1,833.33</td>
<td>$2,200.00</td>
<td>$3,126.41</td>
<td>$3,974.47</td>
</tr>
<tr>
<td>8 CY Box</td>
<td>$416.67</td>
<td>$833.33</td>
<td>$1,250.00</td>
<td>$1,666.67</td>
<td>$2,083.33</td>
<td>$2,500.00</td>
<td>$3,974.47</td>
<td>$4,856.40</td>
</tr>
<tr>
<td>10 CY Box</td>
<td>$555.56</td>
<td>$1,111.11</td>
<td>$1,666.67</td>
<td>$2,222.22</td>
<td>$2,777.78</td>
<td>$3,333.33</td>
<td>$4,856.40</td>
<td>$6,053.33</td>
</tr>
<tr>
<td>15 CY Box</td>
<td>$555.56</td>
<td>$1,111.11</td>
<td>$1,666.67</td>
<td>$2,222.22</td>
<td>$2,777.78</td>
<td>$3,333.33</td>
<td>$6,053.33</td>
<td>$6,053.33</td>
</tr>
<tr>
<td>20 CY Box</td>
<td>$638.89</td>
<td>$1,277.78</td>
<td>$1,916.67</td>
<td>$2,555.56</td>
<td>$3,194.44</td>
<td>$3,833.33</td>
<td>$6,053.33</td>
<td>$6,053.33</td>
</tr>
<tr>
<td>30 CY Box</td>
<td>$662.41</td>
<td>$1,324.82</td>
<td>$1,987.23</td>
<td>$2,649.64</td>
<td>$3,312.06</td>
<td>$3,974.47</td>
<td>$6,053.33</td>
<td>$6,053.33</td>
</tr>
<tr>
<td>40 CY Box</td>
<td>$809.40</td>
<td>$1,618.80</td>
<td>$2,428.20</td>
<td>$3,237.60</td>
<td>$4,047.00</td>
<td>$4,856.40</td>
<td>$6,053.33</td>
<td>$6,053.33</td>
</tr>
<tr>
<td>50 CY Box</td>
<td>$1,008.89</td>
<td>$2,017.78</td>
<td>$3,026.67</td>
<td>$4,035.56</td>
<td>$5,044.44</td>
<td>$6,053.33</td>
<td>$6,053.33</td>
<td>$6,053.33</td>
</tr>
</tbody>
</table>

Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the Container size by the number of Containers required by Customer.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

C. MFD COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees

<table>
<thead>
<tr>
<th>Service</th>
<th>6 CY Box</th>
<th>8 CY Box</th>
<th>10 CY Box</th>
<th>20 CY Box</th>
<th>30 CY Box</th>
<th>40 CY Box</th>
<th>50 CY Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate</td>
<td>$450.00</td>
<td>$501.94</td>
<td>$501.94</td>
<td>$583.38</td>
<td>$1,041.94</td>
<td>$1,054.31</td>
<td>$1,263.99</td>
</tr>
<tr>
<td></td>
<td>$900.00</td>
<td>$1,003.89</td>
<td>$1,003.89</td>
<td>$1,166.75</td>
<td>$2,083.88</td>
<td>$2,108.61</td>
<td>$2,527.99</td>
</tr>
<tr>
<td></td>
<td>$1,350.00</td>
<td>$1,505.83</td>
<td>$1,505.83</td>
<td>$1,750.13</td>
<td>$3,125.82</td>
<td>$3,162.92</td>
<td>$3,791.98</td>
</tr>
<tr>
<td></td>
<td>$1,800.00</td>
<td>$2,007.78</td>
<td>$2,007.78</td>
<td>$2,333.51</td>
<td>$4,167.76</td>
<td>$4,217.22</td>
<td>$5,055.97</td>
</tr>
<tr>
<td></td>
<td>$2,250.00</td>
<td>$2,509.72</td>
<td>$2,509.72</td>
<td>$2,916.88</td>
<td>$5,209.70</td>
<td>$5,271.53</td>
<td>$6,319.97</td>
</tr>
<tr>
<td></td>
<td>$2,700.00</td>
<td>$3,011.67</td>
<td>$3,011.67</td>
<td>$3,500.26</td>
<td>$6,251.64</td>
<td>$6,325.83</td>
<td>$7,583.96</td>
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</table>

D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)

<table>
<thead>
<tr>
<th>Service</th>
<th>Rates</th>
<th>Each Occurrence</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Push Rates</td>
<td>$25.00</td>
<td>$25.00</td>
</tr>
<tr>
<td></td>
<td>$50.00</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td>$75.00</td>
<td>$75.00</td>
</tr>
<tr>
<td></td>
<td>$100.00</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td>$125.00</td>
<td>$125.00</td>
</tr>
<tr>
<td></td>
<td>$150.00</td>
<td>$150.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Service</th>
<th>Rate</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Cart or Bin Cleaning</td>
<td>$71.25</td>
<td>Per Gallon</td>
</tr>
<tr>
<td>3. Green Waste Collection</td>
<td>$0.40</td>
<td>Per Gallon</td>
</tr>
<tr>
<td>4. Extra Recyclable Cart</td>
<td>$0.40</td>
<td>Per Gallon</td>
</tr>
<tr>
<td>5. Extra Recyclable Bin</td>
<td>$40.00</td>
<td>Per Cubic Yard</td>
</tr>
<tr>
<td>6. Additional Bin Exchange</td>
<td>$75.00</td>
<td>Each additional service exchange</td>
</tr>
<tr>
<td>7. Additional Bin Replacement</td>
<td>$450.00</td>
<td>Each additional Bin replacement</td>
</tr>
<tr>
<td>8. Additional Cart Exchange</td>
<td>$71.25</td>
<td>Each additional service exchange</td>
</tr>
<tr>
<td>9. Additional Cart Replacement</td>
<td>$71.25</td>
<td>Each additional Cart replacement</td>
</tr>
<tr>
<td>10. Excess On-Call Collection Capacity</td>
<td>$93.75</td>
<td>Each additional cubic yard (beyond the limits established)</td>
</tr>
<tr>
<td>11. Additional On-Call Collection Capacity</td>
<td>$93.75</td>
<td>Per Cubic Yard</td>
</tr>
<tr>
<td>12. Un-containerized Material Surcharge</td>
<td>$0.50</td>
<td>Each Gallon of Un-containerized Material</td>
</tr>
<tr>
<td>12. Excess Missed Collections</td>
<td>$50.00</td>
<td>Any missed collection greater than 2 each full or partial calendar year</td>
</tr>
</tbody>
</table>
### COMMERCIAL CART COLLECTION SERVICE

#### A. COMMERCIAL CART COLLECTION SERVICE – CURBSIDE – Monthly Rates Including Franchise Fees

<table>
<thead>
<tr>
<th>Cart Sizes (gallons)</th>
<th>Can</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste Cart Sizes (gallons)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Commercial Collection Service Rate</td>
<td>$26.50</td>
<td>$21.98</td>
<td>$26.98</td>
<td>$41.98</td>
<td>$51.98</td>
</tr>
</tbody>
</table>

#### B. SUBSCRIPTION GREEN WASTE CART COLLECTION SERVICE – Monthly Surcharge Including Franchise Fees

<table>
<thead>
<tr>
<th>Cart Sizes (gallons)</th>
<th>Can</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Waste Cart Sizes (gallons)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2 Green Waste Collection Surcharge</td>
<td></td>
<td></td>
<td></td>
<td>$20.99</td>
<td>$25.99</td>
</tr>
</tbody>
</table>

#### C. ADDITIONAL SERVICES (Note: The additional service fees on lines C2 – C7 should include franchise fees.)

<table>
<thead>
<tr>
<th>Cart Sizes (gallons)</th>
<th>Can</th>
<th>20</th>
<th>35</th>
<th>64</th>
<th>96</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extra Solid Waste Cart</td>
<td>$21.20</td>
<td>$17.58</td>
<td>$21.58</td>
<td>$33.58</td>
<td>$41.58</td>
</tr>
<tr>
<td>Additional Cart Exchange</td>
<td>$71.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Additional Cart Replacement</td>
<td>$71.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Subscription On-Call Collection Service</td>
<td>$93.75</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Un-containerized Material Surcharge</td>
<td>$0.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Excess Missed Collections</td>
<td>$50.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Collections in Excess of Once Per Week – Percentage of base rate</td>
<td>$200%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Page 95
### COMMERCIAL BIN COLLECTION SERVICE RATES in the MRWMD

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collection Frequency</th>
<th>1X Week</th>
<th>2X Week</th>
<th>3X Week</th>
<th>4X Week</th>
<th>5X Week</th>
<th>6X Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 CY Bin</td>
<td></td>
<td>$98.50</td>
<td>$197.00</td>
<td>$295.50</td>
<td>$394.00</td>
<td>$492.50</td>
<td>$591.00</td>
</tr>
<tr>
<td>1.5 CY Bin</td>
<td></td>
<td>$151.69</td>
<td>$303.38</td>
<td>$455.07</td>
<td>$606.76</td>
<td>$758.45</td>
<td>$910.14</td>
</tr>
<tr>
<td>2 CY Bin</td>
<td></td>
<td>$151.69</td>
<td>$303.38</td>
<td>$455.07</td>
<td>$606.76</td>
<td>$758.45</td>
<td>$910.14</td>
</tr>
<tr>
<td>3 CY Bin</td>
<td></td>
<td>$227.54</td>
<td>$455.07</td>
<td>$682.61</td>
<td>$910.14</td>
<td>$1,137.68</td>
<td>$1,365.21</td>
</tr>
<tr>
<td>4 CY Bin</td>
<td></td>
<td>$291.56</td>
<td>$583.12</td>
<td>$874.68</td>
<td>$1,166.24</td>
<td>$1,457.80</td>
<td>$1,749.36</td>
</tr>
<tr>
<td>6 CY Bin</td>
<td></td>
<td>$419.61</td>
<td>$839.22</td>
<td>$1,258.63</td>
<td>$1,678.44</td>
<td>$2,098.05</td>
<td>$2,517.66</td>
</tr>
<tr>
<td>8 CY Bin</td>
<td></td>
<td>$535.84</td>
<td>$1,071.68</td>
<td>$1,607.52</td>
<td>$2,143.36</td>
<td>$2,679.20</td>
<td>$3,215.04</td>
</tr>
</tbody>
</table>

### B. COMMERCIAL NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collection Frequency</th>
<th>6 CY Box</th>
<th>8 CY Box</th>
<th>10 CY Box</th>
<th>15 CY Box</th>
<th>20 CY Box</th>
<th>30 CY Box</th>
<th>40 CY Box</th>
<th>50 CY Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 CY Box</td>
<td></td>
<td>$315.56</td>
<td>$631.11</td>
<td>$946.67</td>
<td>$1,262.22</td>
<td>$1,577.78</td>
<td>$1,893.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8 CY Box</td>
<td></td>
<td>$363.78</td>
<td>$727.56</td>
<td>$1,091.93</td>
<td>$1,455.11</td>
<td>$1,818.89</td>
<td>$2,192.67</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10 CY Box</td>
<td></td>
<td>$459.72</td>
<td>$919.44</td>
<td>$1,379.17</td>
<td>$1,838.89</td>
<td>$2,298.61</td>
<td>$2,758.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15 CY Box</td>
<td></td>
<td>$459.72</td>
<td>$919.44</td>
<td>$1,379.17</td>
<td>$1,838.89</td>
<td>$2,298.61</td>
<td>$2,758.33</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20 CY Box</td>
<td></td>
<td>$493.82</td>
<td>$987.64</td>
<td>$1,481.46</td>
<td>$1,975.28</td>
<td>$2,469.10</td>
<td>$2,962.93</td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 CY Box</td>
<td></td>
<td>$560.50</td>
<td>$1,121.00</td>
<td>$1,681.50</td>
<td>$2,241.99</td>
<td>$2,802.49</td>
<td>$3,362.99</td>
<td></td>
<td></td>
</tr>
<tr>
<td>40 CY Box</td>
<td></td>
<td>$685.00</td>
<td>$1,370.00</td>
<td>$2,055.00</td>
<td>$2,740.00</td>
<td>$3,425.00</td>
<td>$4,110.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50 CY Box</td>
<td></td>
<td>$820.14</td>
<td>$1,640.28</td>
<td>$2,460.42</td>
<td>$3,280.56</td>
<td>$4,100.69</td>
<td>$4,920.83</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the Container size by the number of Containers required by Customer.
### C. COMMERCIAL COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees

<table>
<thead>
<tr>
<th>CY Box</th>
<th>6 CY Box</th>
<th>8 CY Box</th>
<th>10 CY Box</th>
<th>20 CY Box</th>
<th>30 CY Box</th>
<th>40 CY Box</th>
<th>50 CY Box</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$422.22</td>
<td>$470.94</td>
<td>$470.94</td>
<td>$661.86</td>
<td>$783.49</td>
<td>$907.64</td>
<td>$1,089.41</td>
</tr>
<tr>
<td></td>
<td>$844.44</td>
<td>$941.89</td>
<td>$941.89</td>
<td>$1,323.71</td>
<td>$1,566.98</td>
<td>$1,815.28</td>
<td>$2,178.82</td>
</tr>
<tr>
<td></td>
<td>$1,286.67</td>
<td>$1,412.83</td>
<td>$1,412.83</td>
<td>$1,985.57</td>
<td>$2,350.46</td>
<td>$2,722.92</td>
<td>$3,268.23</td>
</tr>
<tr>
<td></td>
<td>$1,688.89</td>
<td>$1,883.78</td>
<td>$1,883.78</td>
<td>$2,647.42</td>
<td>$3,133.95</td>
<td>$3,630.56</td>
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</tr>
<tr>
<td></td>
<td>$2,111.11</td>
<td>$2,354.72</td>
<td>$2,354.72</td>
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<tr>
<td></td>
<td>$2,533.33</td>
<td>$2,825.67</td>
<td>$2,825.67</td>
<td>$3,971.14</td>
<td>$4,700.93</td>
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<td></td>
</tr>
</tbody>
</table>

### D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Push Rates</td>
<td>1-25 ft</td>
<td>26-49 ft</td>
<td>50-75 ft</td>
<td>76-100 ft</td>
<td>101-125 ft</td>
<td>126+ ft</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$25.00</td>
<td>$50.00</td>
<td>$75.00</td>
<td>$100.00</td>
<td>$125.00</td>
<td>$150.00</td>
<td></td>
</tr>
<tr>
<td>2. Cart or Bin Cleaning</td>
<td>Each Occurrence</td>
<td>Cart</td>
<td>$71.25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 – 4 CY Bin Size</td>
<td>$112.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5+ CY Bin Size</td>
<td>$112.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Green Waste Collection</td>
<td>$0.40</td>
<td>Per Gallon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Extra Recyclable Cart</td>
<td>$0.40</td>
<td>Per Gallon</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>5. Extra Recyclable Bin</td>
<td>$40.00</td>
<td>Per Cubic Yard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>6. Additional Bin Exchange</td>
<td>$75.00</td>
<td>Each additional service exchange</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Additional Bin Replacement</td>
<td>$450.00</td>
<td>Each additional Bin replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Additional Cart Exchange</td>
<td>$71.25</td>
<td>Each additional service exchange</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Additional Cart Replacement</td>
<td>$71.25</td>
<td>Each additional Cart replacement</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Subscription On-Call Collection Service</td>
<td>$93.75</td>
<td>Per Cubic Yard</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Un-containerized Material Surcharge</td>
<td>$0.50</td>
<td>Each Gallon of un-containerized material</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Excess Missed Collections</td>
<td>$50.00</td>
<td>Any missed collection greater than 2 each full or partial calendar year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## COMMERCIAL BIN COLLECTION SERVICE RATES in the SVSWA

<table>
<thead>
<tr>
<th>Container Size</th>
<th>1X Week</th>
<th>2X Week</th>
<th>3X Week</th>
<th>4X Week</th>
<th>5X Week</th>
<th>6X Week</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. COMMERCIAL BIN COLLECTION SERVICE RATES - Including Franchise Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1 CY Bin</td>
<td>$145.00</td>
<td>$290.00</td>
<td>$435.00</td>
<td>$580.00</td>
<td>$725.00</td>
<td>$870.00</td>
</tr>
<tr>
<td>1.5 CY Bin</td>
<td>$232.00</td>
<td>$464.00</td>
<td>$696.00</td>
<td>$928.00</td>
<td>$1,160.00</td>
<td>$1,392.00</td>
</tr>
<tr>
<td>2 CY Bin</td>
<td>$232.00</td>
<td>$464.00</td>
<td>$696.00</td>
<td>$928.00</td>
<td>$1,160.00</td>
<td>$1,392.00</td>
</tr>
<tr>
<td>3 CY Bin</td>
<td>$334.95</td>
<td>$669.90</td>
<td>$1,004.85</td>
<td>$1,339.80</td>
<td>$1,674.75</td>
<td>$2,009.70</td>
</tr>
<tr>
<td>4 CY Bin</td>
<td>$429.20</td>
<td>$858.40</td>
<td>$1,287.60</td>
<td>$1,716.80</td>
<td>$2,146.00</td>
<td>$2,575.20</td>
</tr>
<tr>
<td>6 CY Bin</td>
<td>$617.70</td>
<td>$1,235.40</td>
<td>$1,853.10</td>
<td>$2,470.80</td>
<td>$3,088.50</td>
<td>$3,706.20</td>
</tr>
<tr>
<td>8 CY Bin</td>
<td>$788.80</td>
<td>$1,577.60</td>
<td>$2,366.40</td>
<td>$3,155.20</td>
<td>$3,944.00</td>
<td>$4,732.80</td>
</tr>
<tr>
<td>B. COMMERCIAL NON-COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 CY Box</td>
<td>$366.67</td>
<td>$733.33</td>
<td>$1,100.00</td>
<td>$1,466.67</td>
<td>$1,833.33</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>8 CY Box</td>
<td>$416.67</td>
<td>$833.33</td>
<td>$1,250.00</td>
<td>$1,666.67</td>
<td>$2,083.33</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>10 CY Box</td>
<td>$555.56</td>
<td>$1,111.11</td>
<td>$1,666.67</td>
<td>$2,222.22</td>
<td>$2,777.78</td>
<td>$3,333.33</td>
</tr>
<tr>
<td>15 CY Box</td>
<td>$555.56</td>
<td>$1,111.11</td>
<td>$1,666.67</td>
<td>$2,222.22</td>
<td>$2,777.78</td>
<td>$3,333.33</td>
</tr>
<tr>
<td>20 CY Box</td>
<td>$638.99</td>
<td>$1,277.78</td>
<td>$1,916.67</td>
<td>$2,555.56</td>
<td>$3,194.44</td>
<td>$3,833.33</td>
</tr>
<tr>
<td>30 CY Box</td>
<td>$662.41</td>
<td>$1,324.82</td>
<td>$1,987.23</td>
<td>$2,649.64</td>
<td>$3,312.06</td>
<td>$3,974.47</td>
</tr>
<tr>
<td>40 CY Box</td>
<td>$699.40</td>
<td>$1,618.80</td>
<td>$2,428.20</td>
<td>$3,237.60</td>
<td>$4,047.00</td>
<td>$4,856.40</td>
</tr>
<tr>
<td>50 CY Box</td>
<td>$1,008.69</td>
<td>$2,017.78</td>
<td>$3,026.67</td>
<td>$4,035.56</td>
<td>$5,044.44</td>
<td>$6,053.33</td>
</tr>
</tbody>
</table>

Note: Service Rate for Customers with multiple Bins shall be calculated by multiplying the Container size by the number of Containers required by Customer.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

C. COMMERCIAL COMPACTED BOX COLLECTION SERVICE RATES - Including Franchise Fees

<table>
<thead>
<tr>
<th>6 CY Box</th>
<th>$450.00</th>
<th>$900.00</th>
<th>$1,350.00</th>
<th>$1,800.00</th>
<th>$2,250.00</th>
<th>$2,700.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 CY Box</td>
<td>$501.94</td>
<td>$1,003.89</td>
<td>$1,505.83</td>
<td>$2,007.78</td>
<td>$2,509.72</td>
<td>$3,011.67</td>
</tr>
<tr>
<td>10 CY Box</td>
<td>$501.94</td>
<td>$1,003.89</td>
<td>$1,505.83</td>
<td>$2,007.78</td>
<td>$2,509.72</td>
<td>$3,011.67</td>
</tr>
<tr>
<td>20 CY Box</td>
<td>$583.38</td>
<td>$1,166.76</td>
<td>$1,750.13</td>
<td>$2,333.61</td>
<td>$2,916.88</td>
<td>$3,500.26</td>
</tr>
<tr>
<td>30 CY Box</td>
<td>$1,041.94</td>
<td>$2,083.88</td>
<td>$3,125.82</td>
<td>$4,167.76</td>
<td>$5,209.70</td>
<td>$6,251.64</td>
</tr>
<tr>
<td>40 CY Box</td>
<td>$1,054.31</td>
<td>$2,108.61</td>
<td>$3,162.92</td>
<td>$4,217.22</td>
<td>$5,271.53</td>
<td>$6,325.83</td>
</tr>
<tr>
<td>50 CY Box</td>
<td>$1,263.99</td>
<td>$2,527.99</td>
<td>$3,791.98</td>
<td>$5,055.97</td>
<td>$6,319.97</td>
<td>$7,583.96</td>
</tr>
</tbody>
</table>

D. ADDITIONAL SERVICES (Note: The additional service rates on lines D1 – D10 should include franchise fees.)

1. Push Rates
   - 1-25 ft: $25.00
   - 26-49 ft: $50.00
   - 50-75 ft: $75.00
   - 76-100 ft: $100.00
   - 101-125 ft: $125.00
   - 126+ ft: $150.00

2. Cart or Bin Cleaning
   - Cart: $71.25
   - 1-4 CY Bin Size: $112.50
   - 5+ CY Bin Size: $112.50

3. Green Waste Collection: $0.40 Per Gallon
4. Extra Recyclable Cart: $0.40 Per Gallon
5. Extra Recyclable Bin: $40.00 Per Cubic Yard
6. Additional Bin Exchange: $75.00 Each additional service exchange
7. Additional Bin Replacement: $450.00 Each additional Bin replacement
8. Additional Cart Exchange: $71.25 Each additional service exchange
9. Additional Cart Replacement: $71.25 Each additional Cart replacement
10. Subscription On-Call Collection Service: $93.75 Per Cubic Yard
11. Un-containerized Material Surcharge: $0.50 Each Gallon of un-containerized material
12. Excess Missed Collections: $50.00 Any missed collection greater than 2 each full or partial calendar year
### Form 6

ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. ON-CALL BIN COLLECTION SERVICE RATES PER PULL</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Including Franchise Fees BUT NOT INCLUDING COST OF DISPOSAL</td>
</tr>
<tr>
<td>1 CY Bin</td>
<td>$93.32</td>
</tr>
<tr>
<td>1.5 CY Bin</td>
<td>$141.32</td>
</tr>
<tr>
<td>2 CY Bin</td>
<td>$141.32</td>
</tr>
<tr>
<td>3 CY Bin</td>
<td>$211.98</td>
</tr>
<tr>
<td>4 CY Bin</td>
<td>$270.83</td>
</tr>
<tr>
<td>6 CY Bin</td>
<td>$388.51</td>
</tr>
<tr>
<td>8 CY Bin</td>
<td>$494.37</td>
</tr>
<tr>
<td><strong>B. ROLL-OFF NON-COMPACTED BOX COLLECTION SERVICE RATES PER PULL</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Including Franchise Fees BUT NOT INCLUDING COST OF DISPOSAL</td>
</tr>
<tr>
<td>6 CY Box</td>
<td>$255.56</td>
</tr>
<tr>
<td>7 to 10 CY Box</td>
<td>$277.78</td>
</tr>
<tr>
<td>11 to 20 CY Box</td>
<td>$333.33</td>
</tr>
<tr>
<td>21 to 30 CY Box</td>
<td>$411.11</td>
</tr>
<tr>
<td>31 to 40 CY Box</td>
<td>$500.00</td>
</tr>
<tr>
<td>41 to 50 CY Box</td>
<td>$589.89</td>
</tr>
<tr>
<td><strong>C. ROLL-OFF COMPACTED BOX COLLECTION SERVICE RATES PER PULL</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Including Franchise Fees BUT NOT INCLUDING COST OF DISPOSAL</td>
</tr>
<tr>
<td>6 CY Box</td>
<td>$319.44</td>
</tr>
<tr>
<td>8 CY Bin</td>
<td>$347.22</td>
</tr>
</tbody>
</table>
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

### Form 6
**ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE**

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 to 10 CY Box</td>
<td>$347.22</td>
</tr>
<tr>
<td>11 to 20 CY Box</td>
<td>$416.67</td>
</tr>
<tr>
<td>21 to 30 CY Box</td>
<td>$513.89</td>
</tr>
<tr>
<td>31 to 40 CY Box</td>
<td>$625.00</td>
</tr>
<tr>
<td>41 to 50 CY Box</td>
<td>$736.11</td>
</tr>
</tbody>
</table>

Note: All Bin, compacted box and non-compacted box per pull service rates consist of collection rates and franchise fees only; disposal will be based on actual disposal costs plus a 10% franchise fee. The total customer rate will be the pull rate (collection and franchise fee), and disposal and the disposal franchise fee.
### Form 7A
**LARGE VENUE**

**ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE in the MRWMD**

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. ON-CALL BIN COLLECTION SERVICE RATES PER PULL - Including Franchise Fees AND COST OF DISPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>1 CY Bin</td>
<td>$98.50</td>
</tr>
<tr>
<td>1.5 CY Bin</td>
<td>$151.69</td>
</tr>
<tr>
<td>2 CY Bin</td>
<td>$151.69</td>
</tr>
<tr>
<td>3 CY Bin</td>
<td>$227.54</td>
</tr>
<tr>
<td>4 CY Bin</td>
<td>$291.56</td>
</tr>
<tr>
<td>6 CY Bin</td>
<td>$419.61</td>
</tr>
<tr>
<td>8 CY Bin</td>
<td>$535.84</td>
</tr>
<tr>
<td><strong>B. ROLL-OFF NON-COMPACTED BOX COLLECTION SERVICE RATES PER PULL – Including Franchise Fees AND COST OF DISPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>6 CY Box</td>
<td>$315.56</td>
</tr>
<tr>
<td>7 to 10 CY Box</td>
<td>$363.78</td>
</tr>
<tr>
<td>11 to 20 CY Box</td>
<td>$493.82</td>
</tr>
<tr>
<td>21 to 30 CY Box</td>
<td>$560.50</td>
</tr>
<tr>
<td>31 to 40 CY Box</td>
<td>$685.00</td>
</tr>
<tr>
<td>41 to 50 CY Box</td>
<td>$820.14</td>
</tr>
<tr>
<td><strong>C. ADDITIONAL SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>1. Extra Recycling Capacity</td>
<td>$40.00</td>
</tr>
</tbody>
</table>

Per Cubic Yard
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

Form 7B
LARGE VENUE

ON-CALL BIN AND ROLL-OFF COLLECTION SERVICE in the SVSWA

<table>
<thead>
<tr>
<th>Container Size</th>
<th>Collection Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. ON-CALL BIN COLLECTION SERVICE RATES PER PULL - Including Franchise Fees AND COST OF DISPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>1 CY Bin</td>
<td>$145.00</td>
</tr>
<tr>
<td>1.5 CY Bin</td>
<td>$232.00</td>
</tr>
<tr>
<td>2 CY Bin</td>
<td>$232.00</td>
</tr>
<tr>
<td>3 CY Bin</td>
<td>$334.95</td>
</tr>
<tr>
<td>4 CY Bin</td>
<td>$429.20</td>
</tr>
<tr>
<td>6 CY Bin</td>
<td>$617.70</td>
</tr>
<tr>
<td>8 CY Bin</td>
<td>$788.80</td>
</tr>
<tr>
<td><strong>B. ROLL-OFF NON-COMPACTED BOX COLLECTION SERVICE RATES PER PULL – Including Franchise Fees AND COST OF DISPOSAL</strong></td>
<td></td>
</tr>
<tr>
<td>6 CY Box</td>
<td>$366.67</td>
</tr>
<tr>
<td>7 to 10 CY Box</td>
<td>$416.67</td>
</tr>
<tr>
<td>11 to 20 CY Box</td>
<td>$638.89</td>
</tr>
<tr>
<td>21 to 30 CY Box</td>
<td>$662.41</td>
</tr>
<tr>
<td>31 to 40 CY Box</td>
<td>$809.40</td>
</tr>
<tr>
<td>41 to 50 CY Box</td>
<td>$1,008.89</td>
</tr>
<tr>
<td><strong>C. ADDITIONAL SERVICES</strong></td>
<td></td>
</tr>
<tr>
<td>1. Extra Recycling Capacity</td>
<td>$40.00 Per Cubic Yard</td>
</tr>
</tbody>
</table>
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

Form 8
MAXIMUM RATES

EMERGENCY SERVICE RATES - EMPLOYEES

<table>
<thead>
<tr>
<th>Labor Position</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Driver</td>
<td>$150.00</td>
</tr>
<tr>
<td>Supervisor</td>
<td>$175.00</td>
</tr>
<tr>
<td>Helper</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

Form 9
MAXIMUM RATES

EMERGENCY SERVICE RATES - EQUIPMENT

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Make &amp; Model</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Side Loader</td>
<td>Autocar</td>
<td>$150.00</td>
</tr>
<tr>
<td>Commercial Front End Loader</td>
<td>Autocar</td>
<td>$175.00</td>
</tr>
<tr>
<td>Rear End Loader</td>
<td>Autocar</td>
<td>$150.00</td>
</tr>
<tr>
<td>Roll Off</td>
<td>Autocar</td>
<td>$150.00</td>
</tr>
<tr>
<td>Flat Bed Truck</td>
<td>Autocar</td>
<td>$75.00</td>
</tr>
</tbody>
</table>
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

### Form 10

**ANCILLARY FEES AND SURCHARGES**

<table>
<thead>
<tr>
<th>Equipment Type</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>The following fees and surcharges include franchise fees.</strong></td>
<td></td>
</tr>
<tr>
<td>Lock Fee for Bin or Enclosure</td>
<td>Greater of $25.00 per month per enclosure or $10.00 per month per bin</td>
</tr>
<tr>
<td>Roll-off Relocation Fee</td>
<td>$100.00</td>
</tr>
<tr>
<td>Roll-off Dry Run Fee</td>
<td>$150.00</td>
</tr>
<tr>
<td>Roll-off Demurrage Fee per day (after 5 Work Days)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Delivery of Backyard Composting Bins</td>
<td>$100.00</td>
</tr>
<tr>
<td>Discount for Customer-owned Compactor</td>
<td>$0.00</td>
</tr>
<tr>
<td>Hourly Standby Fee for Roll Off Box Vehicle and Driver</td>
<td>$200.00</td>
</tr>
<tr>
<td>Daily Standby Fee for Roll Off Box Vehicle and Driver</td>
<td>$1,200.00</td>
</tr>
<tr>
<td><strong>The following fees and surcharges do NOT include franchise fees.</strong></td>
<td></td>
</tr>
<tr>
<td>NSF Fee</td>
<td>$25.00</td>
</tr>
<tr>
<td>Delinquent Account Charge</td>
<td>Greater of $5.00 or 1.5% per month not compounded</td>
</tr>
<tr>
<td>Collection Vehicle Travel Costs per Mile</td>
<td>$7.00</td>
</tr>
<tr>
<td>Account Reactivation Fee after County Approved Service Suspension</td>
<td>$25.00</td>
</tr>
</tbody>
</table>
### DISPOSAL COSTS PER GALLON AND CUBIC YARD

<table>
<thead>
<tr>
<th>Form</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Form 1, the average disposal cost per gallon.</td>
<td>$0.03</td>
</tr>
<tr>
<td>Form 2, the average disposal cost per gallon.</td>
<td>$0.03</td>
</tr>
<tr>
<td>Form 3A, the average disposal cost per cubic yard in MRWMD.</td>
<td>$2.78</td>
</tr>
<tr>
<td>Form 3B, the average disposal cost per cubic yard in SVSWA.</td>
<td>$3.78</td>
</tr>
<tr>
<td>Form 4, the average disposal cost per gallon.</td>
<td>$0.03</td>
</tr>
<tr>
<td>Form 5A, the average disposal cost per cubic yard in MRWMD.</td>
<td>$2.78</td>
</tr>
<tr>
<td>Form 5B, the average disposal cost per cubic yard in SVSWA.</td>
<td>$3.78</td>
</tr>
<tr>
<td>Form 7A, the average disposal cost per cubic yard in MRWMD.</td>
<td>$2.78</td>
</tr>
<tr>
<td>Form 7B, the average disposal cost per cubic yard in SVSWA.</td>
<td>$3.78</td>
</tr>
</tbody>
</table>
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

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Exhibit 2 Refuse Rate Index

The "Refuse Rate Index" adjustment shall be calculated in the following manner:

The expenses of the Collection Services for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement - Description on the following page of this Exhibit.

2. The expenses of the Collection Services shall be broken down into the following six (6) cost categories: Labor; Diesel Fuel; Vehicle Replacement; Vehicle Maintenance; All Other and Disposal. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.

3. The following five (5) indices published by the United States Department of Labor, Bureau of Labor Statistics (BLS), and the actual change in the Disposal Facility Tip Fee are used to calculate the adjustment for each cost category. The change in each index and the Tip Fees is calculated on a twelve-month fiscal period in accordance with the terms of the Agreement. In the event any index is discontinued, a successor index shall be selected by COUNTY. Successor indices shall be those indices that are most closely equivalent to the discontinued indices as recommended by the BLS.

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Index</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>Series ID: ceu6056210008 Service-Producing Industries</td>
</tr>
<tr>
<td>Diesel Fuel</td>
<td>Series ID: wpu057303 #2 Diesel Fuel</td>
</tr>
<tr>
<td>Vehicle Replacement</td>
<td>Series ID: wpu141301 Truck and bus bodies sold separately</td>
</tr>
<tr>
<td>Vehicle Maintenance</td>
<td>Series ID: pcu336211336211 Industrial truck and trailer mfg.</td>
</tr>
<tr>
<td>All Other</td>
<td>Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers, All Items - Bay Area</td>
</tr>
<tr>
<td>Disposal</td>
<td>The actual tip fee charged to the CONTRACTOR by the MRWMD and/or SVSWA Disposal Facility.</td>
</tr>
</tbody>
</table>

4. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each of the first five (5) cost categories are added together to calculate the Collection component of the Refuse Rate Index. The appropriate Disposal component of the RRI is then added to the Collection component to calculate the RRI. While the Collection component of the RRI uses the same indices for all rates, the Disposal component uses different indices for; 1) SFD, MFD and Commercial Cart Rates; 2) MFD Bin, Commercial Bin, Roll-off, and Large Venue Events Rates for Customers within the MRWMD boundaries; and 3) MFD Bin, Commercial Bin, Roll-off, and Large Venue Events Rates for Customers within the SVSWA boundaries. (see example).

Operating Cost Statement - Description

Labor: List all administrative, officer, operation and maintenance salary accounts.

List payroll tax accounts directly related to the above salary accounts.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

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

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

**Diesel Fuel:** List all diesel fuel accounts.

**Vehicle Replacement:**
List all collection and collection related vehicle depreciation accounts.

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

**Vehicle Maintenance:**
List all collection or collection related vehicle parts accounts.

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

**Disposal:** The Disposal Tip Fee component will vary for each of the three (3) RRI's, 1) SFD, MFD and Commercial Cart Rate RRI; 2) MFD Bin, Commercial Bin, Roll-off and Large Venue Events Rate RRI for Customers within the MRWMD boundaries; and 3) MFD Bin, Commercial Bin, Roll-off and Large Venue Events Rate RRI for Customers within the SVSWA boundaries.

**Disposal (SFD, MFD and Commercial Cart Services):**
List all disposal costs related to the provision of SFD Collection Services, MFD Cart Collection Services, and Commercial Cart Collection Services.

**Disposal (MFD Bin, Commercial Bin, Roll-off and Large Venue Events Services in the MRWMD):**
List all disposal costs related to the provision of MFD Bin Collection Services, Commercial Bin Collection Services, Roll-off and Large Venue Events Collection Services provided within the MRWMD boundaries.

**Disposal (MFD Bin, Commercial Bin, Roll-off and Large Venue Events Services in the SVSWA):**
List all disposal costs related to the provision of MFD Bin Collection Services and Commercial Bin Collection Services, Roll-off and Large Venue Events Collection Services provided within the SVSWA boundaries.
### RRI Example for SFD and MFD Cart Customers

<table>
<thead>
<tr>
<th>Item #</th>
<th>Category</th>
<th>Data Source</th>
<th>Percent Change</th>
<th>Item Weight</th>
<th>Weighted Percentage Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Average Hourly Earnings</td>
<td>Series ID: ceu6056210008 Service-Producing Industries</td>
<td>2.19%</td>
<td>39.05%</td>
<td>0.85%</td>
</tr>
<tr>
<td>2</td>
<td>Diesel Fuel</td>
<td>Series ID: wpu057303 #2 Diesel Fuel</td>
<td>4.74%</td>
<td>13.15%</td>
<td>0.62%</td>
</tr>
<tr>
<td>3</td>
<td>Vehicle Replacement</td>
<td>Series ID: wpu141301 Truck and bus bodies sold separately</td>
<td>6.79%</td>
<td>2.57%</td>
<td>0.17%</td>
</tr>
<tr>
<td>4</td>
<td>Vehicle Maintenance</td>
<td>Series ID: pcu336211336211 Industrial truck and trailer mfg.</td>
<td>0.16%</td>
<td>13.46%</td>
<td>0.02%</td>
</tr>
<tr>
<td>5</td>
<td>CPI All Items</td>
<td>Series ID: cuura422sa0 Consumer Price Index, All Urban Consumers, All Items Bay Area</td>
<td>1.70%</td>
<td>18.75%</td>
<td>0.32%</td>
</tr>
<tr>
<td>6A</td>
<td>SFD, MFD and Commercial Cart Rates</td>
<td>Average of Change in MRWMD and SVSWA Disposal Facility Tip Fees</td>
<td>4.60%</td>
<td>13.02%</td>
<td>0.60%</td>
</tr>
</tbody>
</table>

**SFD, MFD and Commercial Cart RRI**  
| 100% | 2.58% |

- Assume these are the percentage changes in the indices from year to year.
- Assume the categories represent these percentages as a total of CONTRACTOR'S operating costs.
- Represents the product of Percentage Change x Item Weight.
- In this example, the Refuse Rate Index is 2.58%.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

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Waste Management, Inc., a Delaware corporation (the "Guarantor"), signs this Guaranty for the benefit of County of Monterey ("County"), a political subdivision of the State of California (the "State"), on this 16th day of December, 2009.

RECITALS: The Guarantor and County refer to the following facts:

- USA Waste of California, Inc. (the "Contractor"), a corporation wholly owned by the Guarantor, and County negotiated an Exclusive Franchise Agreement, dated the date of this Guaranty (the "Agreement"), which Agreement is incorporated herein by reference and by this Agreement made part of this Agreement;
- It is in the interest of The Guarantor that Contractor enter into the Agreement with County;
- County is willing to enter into the Agreement only upon the condition that The Guarantor execute this Guaranty;
- If Contractor fails to timely and fully perform its obligations under the Agreement, including Contractor Payment Obligations to County (such as damages, Franchise Fees and reimbursements), the Guarantor is willing to guaranty Contractor's timely and full performance of Contractor's obligations.
- The Guarantor's signing of this Guaranty preconditions County's grant of franchise and obligations under the Agreement.

NOW, THEREFORE, as an inducement to County to enter into the Agreement, the Guarantor agrees as follows:

Capitalized terms used in this Guaranty and not otherwise defined in this Guaranty, have the defined meanings defined in the Agreement.

1. GUARANTY OF CONTACTOR'S OBLIGATIONS UNDER THE AGREEMENT. The Guarantor personally, directly, unconditionally, irrevocably, and absolutely, jointly and severally guaranties the timely and full performance of each of Contractor's obligations under the Agreement, including, without limitation, Contractor Payment Obligations to County (such as damages, Franchise Fees and reimbursements). Within 30 days (or 5 days, if Guarantor is a limited liability entity) of County's written demand upon the Guarantor, the Guarantor will honor this Guaranty.

2. GOVERNING LAW; SERVICE OF PROCESS; CONSENT TO JURISDICTION; VENUE

(a) Governing Law. This Guaranty is governed by the Applicable Laws of the State of California.

(b) Service of Process. The Guarantor agrees to the service of process in the State for any claim or controversy arising out of this Guaranty or relating to any breach of this Guaranty.

(c) Jurisdiction. The courts of the State, and to the extent permitted by law, the United States District Court for the Northern District of California or other district chosen
by County, will have exclusive jurisdiction of all suits, actions, and other proceedings
involving Guarantor or this Guaranty and to which County may be party for the
adjudication of any claim or controversy arising out of this Guaranty or relating to any
breach of this Guaranty.

(d) Venue. The Guarantor waives any objections that he or she might otherwise
have to the venue of the court described in subsection (c) for the trial of any the suit,
action, or proceeding, and consents to the service of process in any the suit, action, or
proceeding by prepaid registered mail, return receipt requested.

3. ENFORCEABILITY: NO TRANSFER

(i) Binding and enforceable. This Guaranty is binding upon and enforceable
against The Guarantor and assigns and lawful representatives. It is for the benefit of
County, its successors and assigns.

1. Acknowledgements. Guarantor acknowledges that Guarantor submitted
evidence to County with respect to Guarantor's financial strength and creditworthiness,
and that Guarantor's financial strength and creditworthiness were material
considerations of County in entering into the Agreement with Contractor.

2. County Consent. Without County consent, given in County's sole discretion,
Guarantor will not Transfer in whole or in part, voluntarily or involuntarily either of the
following:

(1) this Guaranty, or
(2) any rights or duties in this Guaranty.

Any Transfer made without the consent of County is void.

3. Guarantor request. Without obligating County to give consent, Contractor will
demonstrate to County's satisfaction that the proposed transferee has the financial
ability to satisfy this Guaranty. County is not obligated to consider any proposed
Transfer by Guarantor if Guarantor is in breach of this Guaranty at any time during
County's consideration.

4. Payment of County's Transfer Costs

(i) Transfer Deposit. Guarantor must make any request for County's consent to
a Transfer in the manner prescribed by the County. Guarantor must pay County the
Transfer Deposit before County will consider Guarantor's request. "Transfer Deposit"
means lesser of the following refundable amounts:

(1) $15,000, or
(2) County's anticipated Transfer Costs.

(ii) Additional Transfer Costs. Within 30 days of County's request, Guarantor
will further pay that County's additional Transfer Costs in excess of the Transfer Deposit,
whether or not that County approves the Transfer. "Transfer Costs" means the
following County's Reimbursement Costs:

(1) considering and reviewing Guarantor's request for Transfer,
(2) investigating the suitability of the transferee, and
(3) determining whether or not to give its consent,
(4) preparing documents to effectuate the Transfer.

5. **County’s Reimbursement Costs of enforcement.** In addition, within 30 days of County’s request, Guarantor will pay County’s Reimbursement Costs for fees and investigation costs as County deems necessary to enjoin the Transfer or to otherwise enforce this Section.

6. **Transfer Costs.** Transfer means any of the following:

   (1) selling, exchanging or otherwise transferring Ownership or control of Guarantor (through sale, exchange or other transfer of outstanding stock, partnership shares, equity interest or otherwise);

   (2) issuing new stock or selling, exchanging or otherwise transferring 20% or more of the then outstanding common stock of, or partnership shares or equity interest in, Guarantor;

   (3) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, buy-out or other transaction which results in a change of Ownership or control of Guarantor;

   (4) any assignment by operation of law, including insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment of an execution, being levied against Guarantor, appointment of a receiver taking possession of any of Guarantor’s tangible or intangible property;

   (5) any sale or other transfer of 50% or more of the value of assets of Guarantor;

   (6) substitution by a surety company providing any performance bond of another Person for Contractor to perform Services; and

   (7) assumption of any of Guarantor’s rights under the Agreement, or assumption by, delegation to or takeover of any Performance Obligations or any other Guarantor’s duties or responsibilities under the Agreement by any Person other than Guarantor, whether by Subcontract (unless approved by County) or any other mechanism.

   (8) any combination of the forgoing (whether or not in related or contemporaneous transactions), with out without consideration, which has the effect of any transfer or change of Ownership or control of Guarantor. For the purpose of this definition, “control” has the meaning provided in Rule 144 of the Securities Act of 1993.

4. **GUARANTY ABSOLUTE AND UNCONDITIONAL.**

   (i) **Absolute and Unconditional.** The Guarantor’s obligations in this Guaranty are absolute and unconditional.

   (ii) **No Preconditions.** County may enforce any of those obligations without first

     • enforcing any remedies under the Agreement, or

     • seeking to compel Contractor to perform Contractor’s obligations under the Agreement, or

     • seeking or obtaining recourse against any other Person, including but not limited to Contractor or any assignee of Contractor, who may be liable for those
obligations in whole or in part, irrespective of any cause or state of facts.

(iii) No limitations. Guarantor’s obligations under this Agreement are not affected, limited, modified or impaired by any state of facts or the happening from time to time of an event, other than discharge, release or excuse of any obligation of Contractor to County pursuant to under the Agreement by County, at County’s sole discretion.

(iv) Express Waiver. The Guarantor expressly waives each of the following defenses that would be available to Contractor under the Agreement, including:

1. the invalidity, irregularity, illegality or unenforceability, of or any defect in or objections to the Agreement;
2. any
   • modification, amendment or compromise of, or
   • waiver of compliance with, or
   • consent to variation from
   any of the provisions of the Agreement by Contractor;
3. any release of any collateral or lien thereof, including, without limitation, any performance bond, letter of credit, certificate of deposit or cash deposit ("Performance Assurance");
4. any defense based on the election of any remedies against Guarantor or Contractor, or both of them, including without limitation, any consequential loss by Guarantor of its right to recover any deficiency, by way of subrogation or otherwise, from Contractor or any other Person;
5. the recovery of any judgment against Contractor to enforce any collateral or Performance Assurance;
6. County or its assign taking or omitting to take any of the actions that County or any assign must take under the Agreement; any failure, omission or delay on the part of County or its assignees to enforce, assert or exercise any right, power or remedy conferred on County or its assign by the Agreement, except to the extent the failure, omission or delay gives rise to an applicable statute of limitations defense by Contractor with respect to a specific obligation;
7. the default or failure of Guarantor to fully perform any of its obligations set forth in this Guaranty;
8. the bankruptcy, insolvency, or similar proceeding involving or pertaining to Contractor or County, or any order or decree of a court, trustee or receiver in any proceeding;
9. in addition to those circumstances described in the preceding item, any other circumstance which might otherwise constitute a legal or equitable discharge of a guarantor or limit the recourse of County to Guarantor;
10. the existence or absence of any action to enforce the Agreement;
11. subject to the provisions of the Agreement relating to Uncontrollable Circumstances, any present or future Applicable Law or order of any government or
of any agency thereof, purporting to reduce, amend or otherwise affect the Agreement or to vary any terms of payment or performance under the Agreement;

(v) **Express Waiver.** The Guarantor expressly waives each of the preceding listed items as a defense to this liability under this Agreement.

5. **WAIVERS.** In addition to the items in Section (4), The Guarantor waives the following:

(i) notice of acceptance of this Guaranty and of the creation, renewal, extension and accrual of the Guarantor' obligations under this Guaranty;

(ii) notice that any Person has relied on this Guaranty;

(iii) diligence, demand of payment and notice of default or nonpayment under this Guaranty or the Agreement, and all other notices required by the Agreement;

(iv) filing of claims with a court in the event of reorganization, insolvency, or bankruptcy of Contractor;

(v) any requirement that County

- proceed first against Contractor or with respect to any collateral, lien or Performance Assurance defined above; or

- exercise any remedy or take any other action against Contractor or any other Person, or in respect of any collateral, lien or Performance Assurance, before proceeding under this Agreement;

(vi)

- any demand for performance or observance of, or

- any enforcement of any provision of, or

- any pursuit or exhaustion of remedies with respect to, any security (including, without limitation, any Performance Assurance) for Contractor's obligations under the Agreement; any pursuit of exhaustion of remedies against Contractor or any other obligor or guarantor of the obligations; and any requirement of promptness or diligence on the part of any person in connection therewith;

(vii) to the extent that it lawfully may do so, all demands or notices of every kind and description with respect to the foregoing or required by any statute or rule of law, and any defense of any kind which Guarantor may now or hereafter have with respect to this Guaranty or the obligations of Contractor under the Agreement, except any Notice to Contractor required under the Agreement or Applicable Law, which Notice preconditions Contractor's obligation or the defenses listed in Section (8) below.

(viii) To the extent that it may lawfully do so, The Guarantor by this Agreement further waives and relinquishes the benefit and advantage of, and will not assert, any

- appraisement,

- valuation,
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

- stay,
- extension,
- redemption or
- similar Applicable Laws in force now or after the date of this Guaranty, which might delay, prevent or otherwise impede Guarantor's (or Contractor's, as the case may be) performance under or County's enforcement of this Guaranty.

County may enforce its rights under this Guaranty notwithstanding any partial performance by Contractor or Guarantor, or the foreclosure upon any security (including, without limitation, any Performance Assurance) given by Contractor for its performance of any of Contractor's obligations under the Agreement.

6. AGREEMENTS BETWEEN COUNTY AND CONTRACTOR: WAIVERS BY COUNTY.

a. By mutual agreement between Parties, the Parties may from time to time do any or all of the following:

(i) renew, modify or compromise the liability of Contractor for or upon any of Contractor's obligations to County; or
(ii) consent to any amendment of the Agreement, or
(iii) accept, release, or surrender any Performance Assurance, or
(iv) grant any time extensions or renewals of the Agreement or release, compromise, settlement obligations of Contractor's obligations under the Agreement,

without the consent of Guarantor or the necessity for any additional endorsement or guaranty by or any reservation of rights against Guarantor, all without releasing or discharging the liability of Guarantor under this Guaranty.

b. County or any of its assigns has and may exercise full power in its sole discretion to waive any breach or Event of Default under, the Agreement, without affecting the liability of Guarantor under this Guaranty.

7. CONTINUING GUARANTY. This Guaranty is a continuing Guaranty. It is effective or reinstated, as applicable, if at any time any payment of any of the obligations by this Agreement guaranteed is rescinded or is otherwise required to be returned upon reorganization, insolvency or bankruptcy of Contractor or Guarantor or otherwise, all as though the payment had not been made.

8. DEFENSES. Guarantor may exercise or assert all legal or equitable rights, defenses, counter claims or affirmative defenses under the Agreement or Applicable Law that Contractor could assert against any Person seeking to enforce the Agreement against Contractor. Nothing in this Guaranty constitutes a waiver of those rights, defenses, counter claims or defenses that Contractor could assert against any Person seeking to enforce the Agreement against Contractor by Guarantor.

9. PAYMENT OF COSTS OF ENFORCING THE GUARANTY. Guarantor will pay all costs, expenses and fees, including all reasonable attorney's fees, which County
may incur in enforcing this Guaranty after the default on the part of Guarantor under this Agreement whether County enforces payment by suit or otherwise.

10. ENFORCEMENT. County may enforce breaches of this Guaranty either separately or cumulatively.

11. REMEDIES CUMULATIVE. No remedy of County under this Guaranty is exclusive of any other available remedy or remedies. Each remedy is cumulative and is in addition to every other remedy given under the Guaranty, the Agreement or available at law and in equity (including specific performance).

12. SEVERABILITY. The invalidity or unenforceability of any one or more phrases, sentences or clauses in this Guaranty contained will not affect the validity or enforceability of the remaining portions of this Guaranty, or any part of the Guaranty.

13. AMENDMENTS. No amendment, change, modification or termination of this Guaranty is made except upon the written consent of Guarantor and County.

14. TERM. The obligations of Guarantor under this Guaranty remain in full force and effect until

(i) all obligations of Contractor under the Agreement, including, without limitation, Contractor Payment Obligations to County (such as damages, Franchise Fees, reimbursements and installment purchase payments for Containers, and the Installment Sales Agreement in the form attached to the Agreement) are fully satisfied and performed under the Agreement, or

(ii) those obligations are fully discharged, released or otherwise excused under the Agreement.

15. NO SET-OFFS, ETC.

(a) By Guarantor. The obligation of Guarantor under this Guaranty is not affected by any set-off, counterclaim, recoupment, defense or other right that Guarantor may have against County on account of any claim of Guarantor against County.

(b) By Contractor. The obligation of Guarantor under this Guaranty is subject to any set-off, counterclaim, recoupment, defense or any other right that Contractor may assert under the Agreement, but the obligation of Guarantor under this Guaranty will not be subject to any set-off, counterclaim, recoupment, defense or other right that Contractor may assert independently of and outside the Agreement.

16. WARRANTIES AND REPRESENTATIONS. Guarantor warrants and represents the following:

(i) It has the power, authority and legal right to enter into this Guaranty and to perform its obligations under this Guaranty.

(ii) Its execution, delivery and performance of this Guaranty

• do not violate any judgment, order, law or regulation applicable to him or her; and

• do not conflict with or constitute a default under any agreement or instrument to which he or she is a party or by which he or she or its assets may be bound or affected.

(iii) Guarantor has duly signed and delivered this Guaranty and the Guaranty
constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor as required by its terms.

(iv) As of the date the Guarantor signs the Agreement, there are no pending or, to the knowledge of Guarantor, threatened actions or proceedings before any court or administrative agency that would have a material adverse effect on the financial condition of Guarantor, or the ability of Guarantor to perform its obligations or undertakings under this Guaranty.

17. NO CONVEYANCE OF ASSETS. The Guarantor agrees that he or she will not assign or convey, transfer or lease any of or its assets, nor cause Contractor to convey, transfer or lease any or its assets, to any Person unless at least $100,000 of unencumbered assets available to satisfy Guarantor' obligations under this Guaranty remain, without County consent.

18. COUNTERPARTS. The Guarantor may sign this Guaranty in any number of counterparts, some of which may not bear the signature of Guarantor. When signed and delivered, each counterpart is deemed to be an original and all of counterparts, taken together, will constitute one and the same instrument. In pleading or proving this Guaranty, County need not produce more than one copy (or sets of copies) bearing the signature of The Guarantor.

19. NOTICES. All notices, instructions and other communications required or permitted to be given to or made under this Agreement must be in writing, and must given in the manner and to the addresses provided in the Agreement for County and with respect to Guarantor and Contractor.

20. SEPARATE SUITS. Each and every default by Contractor under the Agreement gives rise to a separate cause of action under this Guaranty, and County or its assigns may bring separate suits under this Agreement as each cause of action arises.

21. HEADINGS. The Section headings in this Guaranty are for convenience only and do not govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions of this Guaranty.

22. ENTIRE AGREEMENT. This Guaranty constitutes the entire obligation of the Guarantor to County with respect to the transactions contemplated by this Guaranty. Nothing in this Guaranty is intended to confer on any person other than the Guarantor, County and their permitted successors and assign sunder this Agreement any rights or remedies under or by reason of this Guaranty.

23. EVENTS OF DEFAULT. Each of the following constitutes an Event of Default under this Guaranty:

(i) Failure to pay Guaranty. Guarantor's failure to fully and timely pay any monetary obligation under this Guaranty, and that failure continues for 5 days after County gives written notice to Guarantor as required by Section 19 above;

(ii) Breach of Guaranty. Guarantor breaches any provision of this Guaranty and fails to cure that breach to sole satisfaction of County, within 30 days;

(iii) Assignment; Conveyance of Assets. Guarantor breaches Section (3) or (17) of this Guaranty;
(iv) Bankruptcy, Insolvency, Liquidation. Guarantor files a voluntary claim for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or will consent to the appointment of or taking of possession by a receiver, liquidator, assignee, trustee, custodian, administrator (or similar official) of Guarantor for any part of its assets, or will make any general assignment for the benefit of its creditors, or will fail generally to pay its debts as they become due or will take any action in furtherance of any of the foregoing.

A court having jurisdiction enters a decree or order for relief in respect of this Guaranty, in any voluntary or involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Guarantor consents to or fails to oppose any proceeding, or any said court having jurisdiction enters a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Guarantor or for any substantial part of Guarantor's assets (including homes, furnishings or jewelry), or orders the winding up or liquidation of the affairs of Guarantor.

(v) Breach of Representations or Warranties. Any representation or warranty of Guarantor is untrue on the date thereof; Guarantor knowingly makes, causes to be made or condones the making of any false entry in its books, accounts, records and reports under this Agreement.

Upon any Event of Default County may to proceed first and directly against Guarantor under this Guaranty without proceeding against or exhausting any other remedies that it may have. The Guarantor acknowledges that any Event of Default comprises a Default under the Agreement.

IN WITNESS WHEREOF The Guarantor has signed this instrument the day and year first above written.

By:

GUARANTOR: WASTE MANAGEMENT, INC.

Name: Cherie C. Rice
Title: Vice President & Treasurer

GUARANTOR: WASTE MANAGEMENT, INC.

Name: David LaPaul
Title: Assistant Treasurer
State of Texas

County of Harris

On December 10, 2009 before me, Cherie C. Rice, personally appeared I, OR I, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Chantelle E. Reynolds
NOTARY PUBLIC
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

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Exhibit 4 Transition Plan

USA Waste of California Inc., dba Carmel Marina Corporation (CMC), a Waste Management company, has extensive experience in the successful implementation of new services for both residential and commercial accounts. While price and service are extremely important in the County’s selection process, equally important is the contractor’s ability to implement a new program quickly and effectively to maximize results. CMC is primed to meet these requirements. We take the challenge of completing a smooth implementation very seriously. Based on the depth of experience and the skilled expertise of our team, our first task will be to ensure a problem-free transition for both customers and the County. CMC has a library of tested and effective customer information pieces to communicate new and changing programs effectively.

To implement the start of services, we have selected a team of specialists with an in-depth knowledge of launching and servicing comprehensive contracts such as Monterey County. Their leadership in administration, operations, maintenance, personnel training, and public education will ensure that the new program launches without any disruption of service to customers or inconvenience to County staff.

Much of the planning and preparation for the transition tasks detailed will be completed “behind the scenes”, far in advance of the County start date of November 1, 2010. In fact, we propose to begin the cart exchange as early as August 1, 2010 so that unified service is in place countywide on November 1, 2010. Key transition steps will be initiated immediately following the final award of the contract to ensure that all steps are in place for the start up of services.

Early Start Timeline

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<tr>
<td>Develop Pub-Ed and Distribute to County Customers in January &amp; February 2010</td>
<td>Develop Commercial Recycling Program &amp; Pub-Ed &amp; distribute to County Commercial Customers March-2010</td>
<td>Order 1st Wave of New Trucks August 2010</td>
<td>Procure and Deploy First Phase of New Trucks</td>
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<tr>
<td>Collect Old Carts &amp; Containers and Deliver New Carts &amp; Containers to County Customers August Through October-2010</td>
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Prior to Start of Collection Services/Transition Services

Carmel Marina Corporation (CMC) believes a well-organized and well-orchestrated approach is key to the success of new service initiation. As soon as the contract is awarded, we will begin working with County staff for approval and implementation on all the steps required to initiate a smooth transition.

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1. Review and collaborate with County staff a transition timeline of all key elements.
2. Schedule meetings with CMC team and County staff.
3. Equipment Procurement and Delivery Plan.
5. CMC New and Current Employee Plan.

Timeline Detailing Major Key Elements

As the current service provider, CMC is prepared to initiate new cart swaps in Monterey County months in advance of the November 1, 2010 contract start date. We believe we have the team in place and the working relationship with County staff to successfully expedite the transition. We also believe having unified, countywide service in place by the November 1, 2010 start date will contribute to increased County diversion rates and reduced carbon emissions. The sample timeline on the previous page provides a general idea of the tasks that need to be completed and at what time we anticipate beginning and ending each task.

In addition to the timeline, CMC will conduct an extensive and very detailed review of the contract and its associated tasks and deadlines. A more detailed implementation plan will be developed in collaboration with the County to identify duties and assignments. As the current hauler, we know the importance of addressing each customer group’s unique container needs to make sure their service requirements are met.

Scheduled Meetings with CMC and County Staff

CMC is fortunate to employ a team of managers with extensive experience in the implementation of new programs.

The Implementation Team will meet weekly from the time the contract is signed until a month past the actual contract start date to address any and all issues that arise. It should be noted that County staff would be encouraged to attend these meetings.

At each meeting there will be detailed meeting notes taken detailing the progress and or barriers that may arise during the implementation stage. The meeting notes will be given to County staff if unable to attend on a weekly basis. CMC will make all possible efforts to keep County staff informed, updated and aware of each smoothly implemented transition in the entire Unincorporated County.

Equipment Procurement and Delivery

Truck ordering /delivery

After the Unified Franchise Agreement is reached, CMC will order the required trucks from their manufacturers based on the terrain of the County. These trucks will take approximately six months from order date to delivery. CMC will phase in nineteen (19) new collection vehicles and six new support vehicles between January 1, 2011 and July 30, 2011, and over the following four years, CMC will phase in the remaining 20 new collection vehicles as older trucks reach
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their mileage limit. All of the new Collection trucks will run on BioDiesel B-20, a clean-burning, low emissions fuel.

Upon receipt, each vehicle will be customized with approved signage and graphics. Drivers will be trained on the vehicles in the yard prior to test drives on county roads. In fact, County staff will be notified in advance of the extra trucks on the road during the current Western and Northeastern Franchise Agreements. Each truck will be inspected for safety and tested on the roads of varying terrain of Monterey County. Once the trucks are ready to be deployed, CMC will set up a time with County staff to inspect the trucks and approve their use.

CMC has identified the necessary trucks and believes the November 2010 timeline for implementation is achievable.

Carts

The carts for the Single-Stream Refuse, Recycling, and Green Waste will be purchased through Cascade. The Cascade EcoCart is made from 40% recycled content and is designed to function optimally with both semi- and fully-automated systems. Considered by many to be the finest carts manufactured today, CMC purchases Cascade carts for the following reasons:

- Cascade carts are one of the most durable carts in the industry; and unlike many cross-link plastic carts; Cascade carts are fully recyclable when their useful life is done.

- Cascade uses post-consumer recycled plastic in their manufacturing process.

- Cascade carts have wonderful in-molded graphics that provide weather resistant, clear and concise instructions to the customer.

- Manufacturer will deliver the carts and remove existing carts for recycling.

Single-Family Containers

CMC will send a letter to every Monterey County resident within the current jurisdictions of the Western and Northeastern boundaries notifying them of the size, rate and frequencies of service and asking them to select the size and quantity of each materials cart. A response card and return envelope will be enclosed with a deadline of 3-4 weeks prior to the cart swap. In addition, a designated phone line for customer inquiries and responses will be provided. In the case that there is no response, CMC will default the cart size specified in the agreement of (1) 35g for refuse, (1) 64g for recycle and (1) 64g for green waste. All carts will be identified by the hauler’s name and include our toll-free phone number. In addition, the carts’ interior lids will be clearly labeled with the County-provided language, in both English and Spanish, pertaining to Household Hazardous Waste and recyclable containers.

The manufacturing period is three months from order to delivery. Cascade will coordinate the manufacturing, shipment and neighborhood delivery program with our oversight, to all residential customers. We will provide route sheets, special service instructions and a direct line to a route manager to ensure the carts are delivered properly and the old carts are removed and
recycled if not reusable. We have found that it is better for us to focus on the collection aspects of the implementation. Complete cart delivery will take place over a 12-week period.

Multi-Family and Commercial Containers

CMC will be refurbishing a portion of existing metal containers, and purchasing some new steel and plastic containers. CMC will coordinate the exchange of old bins and carts with freshly painted containers that will feature labels displaying the hauler’s name and toll-free customer service telephone number. This will provide for a seamless transition to a new collection system and the customer will not be left without a place to put their materials.

CMC will be sending a letter to every Monterey County Multi-family and Commercial customer within the current jurisdictions of the Western and Northeastern boundaries notifying them of the size, rate and frequencies of service and asking them to select the size and quantity of each container. CMC will be delivering the new containers to all Multi-Family and Commercial customers based on the proposed expedited schedule.

Roll-Off Containers

CMC will be refurbishing existing metal roll-off containers, and purchasing new metal containers as needed, based on the new size offerings in the agreement. CMC will coordinate the exchange of old containers with freshly painted bins which will feature labels displaying Waste Management’s name, toll-free customer service telephone number and the number of the Bin. This will provide for a seamless transition to a new collection system and the customer will not be left without a place to put their materials.

CMC will be sending a letter to every Monterey County industrial valued customer within the current jurisdictions of the Western and Northeastern boundaries notifying them of new recycling program, the size, rate and frequencies of service and asking them to select the size and quantity of each container. CMC will be delivering the refurbished and new containers as needed to all industrial customers prior to the start of services based on their needs.

Public Education Plan and Outreach Activities

We look forward to working closely with the County on the design and implementation of new outreach materials. CMC knows that effective public education and promotion are crucial components to increasing resident and business participation in new services.

Our public outreach and education efforts will go well beyond the requirements listed in the new collection services contract. Our approach is designed to "jump-start" additional diversion through the kick-off of new programs, early diversion implementation with the early start date proposal and to diligently pursue ongoing awareness activities.

CMC will work with County staff to ensure all customers will receive advanced information on all the County’s new services through a special mailing prior to the start-up of the program. Our comprehensive outreach efforts will be carefully analyzed and updated to guarantee successful long-term diversion programs.

Procedures for Submitting Public Information Material to the County for Approval
Good communication and accountability is key to the success of any contractual relationship. To ensure a high level of communication between CMC and Monterey County, CMC will establish clear communication procedures for developing public education pieces.

When developing new public information pieces, CMC will first submit the text to the County for approval. Once the County and CMC have agreed on the language for a piece, CMC will develop draft artwork for County approval. Once this approval has been received, CMC will move ahead with the finalizing of the public information pieces.

CMC views this contract as an opportunity to partner with the County of Monterey to perform public education services. We will work with the County, as a partner, throughout the life of the contract. All public information pieces will be submitted to the County for review. Our proposed County review period is five working days; however, we would be happy to work with the County to develop another schedule, as appropriate.

Public Education Timeline

The following is the list of public education milestones that will be implemented.

- Starting in the First Quarter of 2010, CMC will conduct commercial and multifamily customer visits to determine what amounts of garbage may still be recycled, the correct container sizes for both garbage and recycling, container locations and any unique service needs.

- During the First Quarter of 2010, CMC will directly mail to all Single-family Residences a New Single-family Program Announcement introducing the delivery of new carts, along with information on our Internet web address, email address and tear out pre-stamped mailers for customers to change service levels and order new containers.

- During delivery of Single-family Residence Recycling Carts, CMC will place a new program packet of materials, including a new program booklet with recycling do's & don'ts on the Recycling Carts. We will also indicate collection day.

- During the First Quarter of 2010, CMC will mail to all Multifamily Complex customers a New Multifamily Program Announcement introducing the new recycling services, along with information on our Internet web address, email address and tear out pre-stamped mailers for customers to change service levels and order new containers.
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3677  • During delivery of Multifamily Residence Recycling Carts, CMC will place a new program packet of materials, including a new program booklet with recycling do's & don'ts on the Recycling Carts. We will also indicate collection day.

3680  • During the First Quarter of 2010, CMC will mail to all Commercial Customers a New Commercial Program Announcement introducing the new recycling services, along with information on our Internet web address, email address and tear out pre-stamped mailers for customers to change service levels and order new containers.

3684  • During delivery of Commercial Recycling Bins and Carts, CMC will place a new program packet of materials, including a new program booklet with recycling do's & don'ts on the Recycling Bins and Carts. We will also indicate collection day.

3687  • From January 2010 through October 31, 2010, CMC will provide additional customer service staff to accommodate customer questions, service level shifting requests, container requests and other service inquiries.

3690  Public Education Activities During Implementation

3691  • All commercial and multi-family customers will get a one-on-one visit. CMC will send our Recycling Program Teams out to all commercial and multi-family customers to discuss the new recycling program and help each customer “right size” their containers for garbage and recycling. They will also help determine the types of materials placed in the garbage container, the correct container sizes and collection frequencies for garbage, recycling and subscription-based green waste, container locations, enclosure spaces and any other unique service needs, which is key to ensuring enhanced diversion goals.

3698  • CMC will work with the County to produce and distribute a flyer outlining the new program and alerting customers to watch for information and outreach.

3700  • CMC will work with the County to prepare press releases for the local press, Salinas Californian, King City Real Estate Magazine, King City Radio Station, Monterey Herald and community organizations outlining the new program and alerting customers to watch for information in English and Spanish.

3704  • CMC will mail each single-family customer the new program announcement brochure introducing the new services available, including recycling guidelines, and options for service levels and container sizes, along with rates, a tear-out section to mail back indicating their level of preferred service, and a phone number for all customer inquiries answered in either English or Spanish.
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- CMC will mail to single-family a postcard announcing the delivery of their new containers and reminding single-family residences of the new services under the contract in English and Spanish.

- A packet of information will be attached to each new recycling cart upon delivery. This packet will include information on garbage, recycling and green waste program guidelines, proper materials preparation, container set out information, collection schedules and customer service information in English and Spanish.

- CMC will mail each multi-family complex customer a new multi-family program announcement brochure introducing the new services available, including recycling guidelines, options for service levels and container sizes, along with rates, a tear-out section to mail back indicating their level of preferred service, and a phone number for all customer inquiries answered in either English and Spanish.

- CMC will mail to all commercial customers in the service area a new commercial program announcement brochure introducing the new services available, including recycling guidelines, options for service levels, container sizes and rates. A tear-out section to mail back indicating their level of preferred service will be included, and a phone number for all customer inquiries answered in either English or Spanish.

- CMC will mail to all commercial customers a new commercial program postcard announcing the delivery of their new containers and reminding commercial customers of the new services under the contract.

- During the “start-up” phase, CMC will provide additional customer service phone lines to accommodate customer questions, service level change requests, container requests, and other service inquiries to ensure the utmost customer engagement, satisfaction and feedback.

- On an ongoing basis, reminder tags will be used to remind customers about garbage and recycling guidelines.

- The week before collection service begins CMC will use our outbound dialing system to remind customers of the start of the new programs.
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3752 Commercial and Multifamily Customer Audits

3753 Beginning in Q1 2010, CMC will begin visiting commercial and multi-family customers in the unincorporated portion of Monterey County. Visits by the CMC Recycling Program Team will insure the following:

3756 • Each customer understands the change in service.

3757 • Each customer is aware of the new programs being offered.

3758 • Each customer's current service levels for garbage and recycling meets their needs.

3759 • Locations of all containers and enclosure spaces are mapped for future use.

3760 • Each customer understands the economic opportunities for recycling more waste.

3761 • The necessary containers are in place at the start of the contract.

3762 This initial auditing of commercial and multifamily accounts will provide the County with valuable data on the amount of material that is still available to be recycled. These visits will be timed specifically to provide the County with the information it needs to create the most effective public education campaign possible. CMC will assist the County in any way possible to design such a campaign.

3767 Training

3768 The cart exchange will require education and training of supervisors, drivers, dispatch and customer service staff on the roll-out and any new procedures. All staff will be trained on acceptable (and unacceptable materials) and about the details of the transition period.

3771 Fortunately, CMC’s parent company, Waste Management, has extensive experience with these transition programs, most recently in neighboring Alameda County.

3773 As the current provider, we are fortunate to have a dedicated team of drivers who are very familiar with the service areas in the current Western and Northeastern areas. We will, however, ensure that all drivers are properly trained in the new trucks and routes before they are transitioned to the streets of Monterey County.

3777 Customers will continue to receive the highest level of service to which they are accustomed because there will be minimal route changes to implement the new unified service.

3779 Billing Services Plans

3780 As the existing service provider, only CMC can ensure that there will be a transparent transition of billing services in Monterey County’s new Unified Franchise Agreement.
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Transitioning to a new service provider can create numerous challenges, giving rise to customer complaints. Customers are especially sensitive to any errors on their billing. Fortunately, using our existing billing methodology, CMC's billing services will continue uninterrupted during the transition with no inconvenience to the customer.

For the purpose of reporting and tying back key data, our billing department will be implementing a "fresh" Unified customer database specific to the County Agreement to ensure all fees, monthly, quarterly and annual reporting will meet all expectations of the requirements of the new Agreement. The information will be used to generate cart and bin customer invoices according to the contract parameters.

Customers will also be notified of the option to either make payments through the mail, credit cards, electronic fund transfer, and the internet or by walking in to any one of CMC's following payment locations:

- Carmel Drug Store (Carmel-by-the-Sea)
  3NW Ocean and San Carlos, Carmel, CA 93921
  Direct# 831-624-3819

- First National Bank (Monterey County West)
  26380 Carmel Rancho Lane, Carmel, CA 93923
  Direct# 831-626-5080

- Nick's Highway Market (Monterey County West)
  11394 Merritt St, Castroville, CA 95012
  Direct# 831-633-4065

- Pacific Grove ACE Hardware (Pacific Grove)
  244 Forest Ave, Pacific Grove, 93950
  Direct# 831-646-9144

- Seaside Florist (Seaside)
  695 Broadway, Seaside, CA 93955
  Direct# 831-899-0373

- Bertelli's Drug Store (King City Inside)
  425 Broadway, King City, CA 93930
  Direct# 831-384-3259

- Jolon Rd. Transfer Station
  52654 Jolon Rd, King City, CA 93930
  Direct# 831-384-4258

- Carmel Marina Corporation
  11240 Commercial Pkwy, Castroville, CA 95012
  Direct# 831-796-2213
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In the customer engagement mailers requesting their preferred level of service, CMC will also include a section to update any current information that is in the existing database. When CMC is in receipt of the responses all old customer information will be updated. We will also provide this information to the County so that it can update its parcel data.

Transition Plan

CMC submits the following Transition Plan, which will be implemented upon the execution of a new agreement for CMC to provide services to Monterey County.

1. CMC submits the following transition plan for approval, as required by section 3.19.1 of Unified Franchise Agreement 10204.

2. CMC will submit an Emergency Backup plan as required by Section 3.19.2 of the Unified Franchise Agreement.

3. Per Section 3.19.3 of the Unified Franchise Agreement - CMC will work with the County to obtain approval of the waste assessment protocols prior to April 1, 2010.

4. Per Section 3.19.4 of the Unified Franchise Agreement - CMC will work with the County to obtain approval of the format of all invoices prior to September 1, 2010.

5. Per Section 3.19.5 of the Unified Franchise Agreement - Within 30 days of the execution date of this Unified Franchise Agreement, CMC will provide payment of the proposal development fee to the County.

6. Per Section 3.19.6 of the Unified Franchise Agreement - CMC will provide collection route maps to the County no less than 90 days prior to commencement of Collection Services.

7. Per Section 3.19.7 of the Unified Franchise Agreement - CMC will test the noise level of all collection vehicles to ensure all collection vehicles are in compliance with noise requirements prior to use as collection vehicles.

8. Per Section 3.19.8 of the Unified Franchise Agreement - CMC will provide an equipment inventory and New Truck Build Status to the County on or before September 1, 2010.

9. Per Section 3.19.09 of the Unified Franchise Agreement - CMC will submit the initial public education and outreach program to the County on or before July 1, 2010.

10. Per Section 3.19.10 of the Unified Franchise Agreement - CMC will distribute initial Collection Service notice to all customers no less than 30 days prior to commencement of collection services.
11. Per Section 3.19.11 of the Unified Franchise Agreement — CMC will provide an emergency contact number to the Contract Administrator prior to October 1, 2010.

12. Per Section 3.19.12 of the Unified Franchise Agreement — CMC will develop a Website, which will be available to customers, no later than September 1, 2010.

13. Per Section 3.19.13 of the Unified Franchise Agreement — CMC will provide the name of the CMC supervisor assigned to Monterey County on or before October 1, 2010.

14. Per Section 3.19.14 of the Unified Franchise Agreement — CMC will provide evidence of insurance on or before the Execution date of this Agreement.

15. Per Section 3.19.15 of the Unified Franchise Agreement — CMC will obtain a performance bond for $5,000,000.00 Dollars within 30 days of the execution date of this agreement.

CMC recognizes that successful transitions require the immediate execution of specific tasks, as well as a great deal of, communication, planning and coordination in preparation for the provision of the services required by a new agreement. Even though CMC may be the current service provider CMC treats any new agreement as a fresh opportunity to provide innovative world class services to our customers. In anticipation of reaching a formal Unified Franchise Agreement with Monterey County for the provision of Solid Waste Services, CMC has the following transition tasks staged for immediate execution.

1. Obtain Certificate of Insurance and provide original copy to County on or before the Execution Date of this Unified Franchise Agreement.

2. Obtain $5,000,000.00 Performance Bond and provide original copy to County within 30 days of the execution date of this Unified Franchise Agreement.

3. Pay $170,000.00 Proposal development fee to County within 30 days of the execution date of this Unified Franchise Agreement.

4. A Letters of Commitment for the new trucks required by the New Unified Franchise Agreement was secured as part of CMC's RFP submission, once the Unified Franchise Agreement is reached, CMC will execute orders with our manufacturer for the new trucks required. CMC will provide the service vehicle inventory and New Truck build status to the County before September 1, 2010. CMC also provided the County with an estimated schedule for the replacement of trucks through the initial term of the agreement. Delivery of the first 25 new trucks will be staggered between January 1, 2011 and July 30 2011.

5. Letters of Commitment for the carts initially required by the new Unified Franchise Agreement was secured as part of CMC's RFP submission, once the Agreement is
reached, CMC will execute orders with our manufacturer for the new carts required for
the November 1, 2010 startup of services. This will ensure that the new carts arrive early
even to allow time to prepare the new carts for delivery, collect the existing old carts in
the field and deliver the new carts to all customers. CMC has a commitment from our
cart delivery team to complete initial deployment of new carts in 8 weeks. In order to
ensure a successful deployment and allow a cushion to complete all aspects of the
delivery plan, CMC has planned 12 weeks, starting the beginning of August, to
accomplish this part of the transition. Once the delivery plan is finalized, CMC will
provide a copy of the plan to the County prior to implementation.

In order for CMC to develop a comprehensive competitive proposal for submission to the
County, all aspects of providing the Solid Waste Services requested by the County
were reviewed and in some cases hypothetical situations were developed and analyzed
to establish an accurate cost to provide certain services. Being the current service
provider to the County, along with the development of these new hypothetical situations,
has given CMC a head start on the Development of Routes Route Maps and a number
of other items the County may require. This enhances CMC’s ability to provide items
required by the Unified Franchise Agreement on or before scheduled deadlines. New
Route Maps will be provided to the County a minimum of 90 Days prior to the
commencement of services.

6. As the current provider of Solid Waste Services to Monterey County, CMC is familiar
with all of the County’s requirements and procedures for collecting, hauling, measuring,
processing and reporting the materials collected in the County, as well as Billing
customers for all services provided. This makes it easier for CMC to develop Waste
Assessment Protocols and New Billing Invoices to submit to the County for approval
prior to their respective April 1, 2010 and September 1, 2010 deadlines.

7. Over the years that CMC has provided Solid Waste Services to Monterey County, CMC
has worked extensively with the County in the development of Public Education
Materials, much of which CMC has accumulated to date. CMC intends to use a
combination of the Pub-Ed materials developed to date and newly developed Pub-Ed
Materials, for the New Agreement’s Public Education & Outreach Plan, to be submitted
to the County on or before July 1, 2010. CMC will also use some of these materials in
the development of the initial Collection Service Notice that will be sent to all customers
In the First quarter of 2010.

8. Once the new service agreement is reached, CMC local management will select a
Service Supervisor to assign to the County. The Name of the County’s assigned Service
Supervisor will be provided to the County on or before October 1, 2010.
9. As part of the Emergency Backup Plan, submitted along with this transition plan, CMC has provided Emergency Contacts and their Telephone numbers.

10. CMC has completed the development of a Market Area website, which will be available to Monterey County and its customers. Monterey County and its customers will be able to view information related to the services available to them as part of the New Agreement, and will be able to take advantage of other online services such as Bill Payment, Q & A and service requests. This site is currently active and will be updated and available to Monterey and its customers far in advance of the September 1, 2010 deadline.

CMC is prepared to work closely with County Staff to complete all aspects on this transition plan on or before the deadlines specified by the County. In order to stay on Time and on Task, CMC has attached a Transition Action Plan, which will be implemented immediately after a new Unified Franchise Agreement is reached between CMC and The County.

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**Monterey County Vehicle Replacement Schedule**

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<td>Scout Truck</td>
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<td>Event Description</td>
<td>Jan-10</td>
<td>Feb-10</td>
<td>Mar-10</td>
<td>Apr-10</td>
<td>May-10</td>
<td>Jun-10</td>
<td>Jul-10</td>
<td>Aug-10</td>
<td>Sep-10</td>
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<td>Nov-10</td>
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<tr>
<td>Monterey County Officially Selects Contractor and formal agreement is signed</td>
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<td>Transition Plan</td>
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<tr>
<td>Order $5,000,000.00 Performance Bond &amp; Provide to county within 30 days of Reaching Formal Agreement</td>
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<tr>
<td>Order and Provide Certificate of Insurance to the County on or before Reaching Formal Agreement</td>
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<tr>
<td>Assign CMC Supervisor Responsible for Monterey and Provide Name to County</td>
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<tr>
<td>Develop &quot;New Agreement&quot; Collection Service Notice / Schedule for Single Family, Multi-family &amp; Commercial Customers</td>
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<tr>
<td>Develop Monterey Wiki on Market Area Website</td>
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<tr>
<td>Work with the County to establish County Approved Waste Assessment protocols</td>
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<tr>
<td>Develop Initial Public Education Outreach Program</td>
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<tr>
<td>Mail &quot;New Agreement&quot; Collection Service Notice / Schedule to all customers in Q1, 2010</td>
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<tr>
<td>Perform On-Site Commercial &amp; MFD Visits starting Q1, 2010</td>
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<tr>
<td>Order New Carts required for New Agreement</td>
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<td>Develop New Route &amp; Corresponding Map</td>
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<tr>
<td>Receive and Prepare New Carts for Delivery</td>
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<td>Provide New Route Maps to the County</td>
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<tr>
<td>Submit Initial Public Education Outreach Program to County for approval on or before July 1, 2010</td>
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<tr>
<td>Train Customer Service on New Agreement</td>
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<tr>
<td>Trash Operations on New Agreement (drivers, supervisors)</td>
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<tr>
<td>Collect Old Carts and Deliver New Carts to Customers</td>
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<tr>
<td>Deliver Commercial &amp; MFD &quot;Right-Sizing&quot; Carts and Bins</td>
<td></td>
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<tr>
<td>Develop &quot;New Agreement&quot; Collection Service Notice / Schedule with Carts/Cleaners</td>
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<tr>
<td>Order for First Phase of New Collection Trucks August - September 1, 2010</td>
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<tr>
<td>Provide Inventory of Service Vehicles to County on or before September 1, 2010</td>
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<tr>
<td>Provide emergency Contact Information to Contract Administrator or before October 1, 2010</td>
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<tr>
<td>New Residencial, Commercial &amp; MFD Programs Bill</td>
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<tr>
<td>Receive first phase of New Vehicles</td>
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<tr>
<td>Process and Deploy New Vehicles</td>
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</tbody>
</table>
Exhibit 5 Service Area

The boundaries of the Service Area are as indicated below:

South Boundary - San Luis Obispo County line
East Boundary - the San Benito/Fresno/Kings County lines
West Boundary - the Pacific Ocean
North Boundary - The Santa Cruz County line.
Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

Exhibit 6 JPA Boundaries

MRWMD Description

The Monterey Regional Waste Management District jurisdictional boundaries include the cities of Carmel-by-the-Sea, Del Rey Oaks, Marina, Monterey, Pacific Grove, Sand City, Seaside, and the unincorporated areas of Big Sur, Carmel Highlands, Carmel Valley, Castroville, Corral De Tierra, Laguna Seca, Moss Landing, Pebble Beach, San Benancio, and Toro Park. The District covers a total of 853 square miles.

SVSWA Description

The Salinas Valley Solid Waste Authority jurisdictional boundaries include the cities of Gonzales, Greenfield, King City, Salinas, and Soledad and the unincorporated eastern portion of Monterey County. The Authority covers roughly 2,450 square miles.
### Exhibit 7 Reports

#### Contractor's Name

**Monthly Report Submission for: Month/Year**

**COUNTY OF MONTEREY UNIFIED FRANCHISE AGREEMENT**

Reports are due on the 20th of each month

<table>
<thead>
<tr>
<th>Article/Section</th>
<th>List of Reporting Categories</th>
<th>Also complies with</th>
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<tbody>
<tr>
<td>Franchise Infringement</td>
<td></td>
<td></td>
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<tr>
<td>3.17.2 Inadvertent Delivery of Unpermitted Waste (when applicable)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.13 Commercial and Multi-family Customer Site Visits Conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.03-13.08 Delinquent Accounts</td>
<td></td>
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<tr>
<td>List of accounts that have become “delinquent” due to non-payment</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Customer Service/PR-Related Report</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.11 Contact with Media</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.01 Record of Inquiries and Complaints Received by Contractor</td>
<td></td>
<td></td>
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<tr>
<td>21.03 Missed Collections</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.20 Damage to Customer Property</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Article 14</strong></td>
<td>Minimum Diversion Requirement Report will include total of tonnages collected, type of materials collected, and diversion rate achieved through:</td>
<td>AB939/SRRE</td>
</tr>
<tr>
<td>Articles 5, 6, 7, 8, and 9</td>
<td>Collection Services for SFD, MFD and Commercial Customers (Tonnages.)</td>
<td></td>
</tr>
<tr>
<td>5.11.4 Used Oil and Oil Filter Collection (oil volume and number of filters)</td>
<td>Oil Block Grant</td>
<td></td>
</tr>
<tr>
<td>Article 10</td>
<td>On-Call Bin and Roll-off Collection</td>
<td>AB939/SRRE</td>
</tr>
<tr>
<td>11.01, 11.02 Christmas Tree collection and diversion (January report only)</td>
<td>AB939/SRRE</td>
<td></td>
</tr>
<tr>
<td>11.03 On-Call Collection for Employee Housing Sites</td>
<td>AB939/SRRE</td>
<td></td>
</tr>
<tr>
<td>11.04 County Clean-Up Services</td>
<td>AB939/SRRE</td>
<td></td>
</tr>
<tr>
<td>11.05 Recycling at Large Venues and Large Events</td>
<td>AB939/SRRE</td>
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<tr>
<td>11.07 Abandoned Solid Waste Locations</td>
<td>AB939/SRRE</td>
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</tr>
<tr>
<td><strong>Article 19</strong></td>
<td>Public Education and Outreach Programs</td>
<td>AB939/SRRE</td>
</tr>
<tr>
<td>List of activities conducted</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Copies of notices distributed to customers during the month.</td>
<td></td>
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</tr>
</tbody>
</table>

**Note:**

Mid year, Contractor will provide narrative progress report of activities (e.g., discussion of program successes, challenges and strategies for overcoming challenges, assistance needed from County)
### Unified Franchise Agreement for the Exclusive Collection of Solid Waste and Recyclables in Unincorporated Monterey County

Exhibit 7 Reports (Continued)

**Contractor's Name**

**Annual Report for**

COUNTY OF MONTEREY UNIFIED FRANCHISE AGREEMENT

Due February 16 of each year

<table>
<thead>
<tr>
<th>Section</th>
<th>Report Categories</th>
</tr>
</thead>
</table>
| 5.11.6 and 19.04 | Home Composting Bin and Worm Bin Sale  
Copy of annual notice given to customers  
Number of composting bins and worm bins sold  
Supporting documents to justify purchase price |
| 11.10 | SRRE Compliance Plan  
measurable goals and objectives that address each SRRE category (education, waste diversion, breakdown of waste streams diverted/diversification, barriers to success, and plan to overcome barriers) |
| 11.03.7 | Participation in the Central Coast Recycling Media Coalition (CCRMc) |
| Article 12 Customer Inventory by Service Level and Rate | |
| 15.03 | Changes to Collection Routes—If no changes, statement certifying no changes were made. |
| 15.04 | Audit of Routes (every three calendar years) |
| 16.08 | Noise Test for Vehicles (if requested by County) |
| 16.11 | Equipment Inventory |
| 17.07 | Safety Training Certification  
Include HAZWOPER First Responder |
| 19.02 | Copy of Annual Collection Service Notice  
Copy of any notice of available collection services  
List of materials collected |
| 20.02 | List of Subcontractors  
Names, amount of goods and services, description of relationship to subcontractor (e.g., ownership interest) |

**Note:**

The annual report will include narrative of activities (e.g., discussion of program successes, challenges and strategies for overcoming challenges).
### Exhibit 8 Employee Housing Sites

<table>
<thead>
<tr>
<th>Housing Name and Location</th>
<th>No. of Units</th>
<th>Types of Units</th>
<th>Occupancy</th>
<th>Actual # of Employees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alpine Court</td>
<td>19</td>
<td>8 SFD</td>
<td>Yearly / Seasonal</td>
<td>16</td>
</tr>
<tr>
<td>52 River Rd. Gonzales, CA 93926</td>
<td></td>
<td>11 Mobile Homes</td>
<td></td>
<td></td>
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<tr>
<td>Amaral Rentals</td>
<td>8</td>
<td>5 SFD's</td>
<td>Yearly</td>
<td>5</td>
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<tr>
<td>152 Amaral Road, Castroville, CA 95012</td>
<td></td>
<td>3 Mobile Homes</td>
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<tr>
<td>Bengard Ranch - Bardin Apts.</td>
<td>22</td>
<td>6 SFD's</td>
<td>Yearly</td>
<td>22</td>
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<tr>
<td>1953-2001 Alisal Road, Salinas, CA 93905</td>
<td></td>
<td>16 Apartments</td>
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<tr>
<td>Bruce E &amp; Cindy Wedlake Rentals</td>
<td>8</td>
<td>6 Mobile Homes</td>
<td>Yearly</td>
<td>8</td>
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<tr>
<td>32974 GLORIA RD, GONZALES, CA 93926</td>
<td></td>
<td>2 spaces for M.H</td>
<td></td>
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<tr>
<td>Carrillo Farms</td>
<td>3</td>
<td>3 Mobile Homes</td>
<td>Yearly</td>
<td>3</td>
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<tr>
<td>39508 Walnut Avenue, Greenfield, CA 93927</td>
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<td>Family use</td>
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<tr>
<td>College Ville Farm Workers Inc</td>
<td>6</td>
<td>4 SFD</td>
<td>Yearly</td>
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<td>48449 Lonoak Rd. King City, CA 93930</td>
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<td>2 Dormitories (32)</td>
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<td>Corda Road Camp</td>
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<td>19 Apartments</td>
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<td>Alta St and Corda Road, Gonzales, CA 93926</td>
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<td>Family use</td>
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<td>Gracia Camp</td>
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<td>6 Mobile Homes</td>
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<td>1702 Elkorn Rd., Watsonville, CA 95076</td>
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<td>Family use</td>
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<tr>
<td>Iverson &amp; Jacks Apts.</td>
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<td>6 SFD</td>
<td>Yearly</td>
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<td>25300 Iverson Rd., Chualar, CA 93925</td>
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<td>24 Apartment Family</td>
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<td>Jacks Camp</td>
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<td>2 Mobile Homes</td>
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<td>14650 Reservation Rd., Salinas, CA 93908</td>
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<td>1 Dormitory (11)</td>
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<td>Kent's Court</td>
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<td>73 Railroad Ave. Pajaro, CA</td>
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<td>Los Coches Camp</td>
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<td>8 SFD's</td>
<td>Yearly</td>
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<td>37061 Vida Rd, Soledad, CA 93990</td>
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<td>Pryor Farms</td>
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<td>2 SFD</td>
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<tr>
<td>33050 Sillman Rd, Soledad, CA 93960</td>
<td></td>
<td>6 Spaces Mobile</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Exhibit 8  Employee Housing Sites (Continued)

<table>
<thead>
<tr>
<th></th>
<th>Home Address</th>
<th>Number</th>
<th>Type</th>
<th>Use</th>
<th>Duration</th>
<th>Capacity</th>
</tr>
</thead>
</table>
| 14 | Sadao Matsunami  
257 Live Oak Road, Watsonville, CA 95076 | 10 | 10 Apartments | Yearly | 10 |
| 15 | Salinas Valley Floral Inc.  
185 Zabala Road, Salinas, CA 93908 | 6 | 6 Spaces Mobile Homes | Yearly | 6 |
| 16 | Sunset Farms Inc.  
160 Springfield Road, Moss Landing, CA | 2 | 2 Dormitories | Seasonal | 29 |
| 17 | Toro Camp  
252 Hitchcock Road, Salinas, CA 93908 | 5 | 5 Dormitories (26 Units) | Single Men use | 220 |
Exhibit 9  Emergency Backup Plan

To Be Inserted
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### Exhibit 10 COUNTY Facilities

<table>
<thead>
<tr>
<th>Facility</th>
<th>Current Location</th>
<th>Service Level</th>
<th>Container Quantity</th>
<th>Service Frequency</th>
<th>Service Details/Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration - Child &amp; Family Resource Center</td>
<td>10001 McDougall Street, Castroville</td>
<td>2 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Administration - FDA (Japanese School Site)</td>
<td>Oak Street and Pajaro Street, Castroville</td>
<td>2 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Big Sur (Modoc)</td>
<td>Highway 1 Ripplwood Resort, Big Sur</td>
<td>2 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Carmel Valley</td>
<td>11500-11900 Sepulveda Street, Castroville</td>
<td>35 gal cart</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Parks - Daddy Dell Community Park</td>
<td>St. Andrews Ave. and Carmelita Road, Arroyo Grande</td>
<td>2 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Parks - Jacks Peak Park</td>
<td>25020 Jack Pales Park Road, Monterey</td>
<td>4 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Parks - Laguna Seca</td>
<td>1025 Highway 68, Salinas</td>
<td>4 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Parks - Monterey Park</td>
<td>1700 Castroville Boulevard, Salinas</td>
<td>6 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Parks - Royal Oaks Park</td>
<td>537 Walsh Road, Watsonville</td>
<td>8 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Parks - San Antonio Lake, NS</td>
<td>Star Route 2810 BRIDGLEY</td>
<td>Self-haul</td>
<td></td>
<td></td>
<td>Cost of Disposal in excess of 400-600 tons per calendar year or services requiring onsite collection will be charged</td>
</tr>
<tr>
<td>Parks - San Lorenzo Park</td>
<td>1169 Broadway, King City</td>
<td>3 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Parks - Toro Park</td>
<td>501 Monterey/Salinas Hwy 83, Salinas</td>
<td>4 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Public Works - Facilities (Carmel Park)</td>
<td>Paso Robles and Carmel Mission, Carmel Valley</td>
<td>3 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Green waste</td>
</tr>
<tr>
<td>Public Works - Greenfield Yard Office</td>
<td>4160 East Lim Avenue, Greenwood</td>
<td>4 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Public Works - Greenfield Yard (Shop &amp; Storage)</td>
<td>14101 East Lim Avenue, Greenwood</td>
<td>4 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Public Works - San Ardo Yard</td>
<td>John Road &amp; Malt Street, San Ardo</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Public Works - San Miguel Canyon Road Yard</td>
<td>1171 San Miguel Canyon Road, Salinas</td>
<td>2 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Sheriff - Gun Range</td>
<td>15505 Monterey Road, King City</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Probation - Rancho Cielo</td>
<td>760-760 Old Stage Road, Salinas</td>
<td>8 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Agricultural Commissioner - Pajaro Office</td>
<td>417-A Salinas Road, Watsonville</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Health - Children's Medical Services</td>
<td>47 San Benardino Canyon Road, Salinas</td>
<td>3 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Health - Emergency Medical Services</td>
<td>19505 Palo Alto, Santa M. R. &amp; L.</td>
<td>4 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Arroyo</td>
<td>387 E. Main Street, Arroyo Grande</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Big Sur</td>
<td>Highway 1 Ripplwood Resort, Big Sur</td>
<td>2 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Bradley</td>
<td>2000 Salinas Street, Bradley</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Buena Vista</td>
<td>18500 Taos Drive, Salinas</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Carmel Valley</td>
<td>85 West Carmel Valley Road, Carmel Valley</td>
<td>96 gal cart</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Pajaro Valley</td>
<td>70650 Pajaro Field, Pajaro Valley</td>
<td>35 gal cart</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - Pajaroalee</td>
<td>17622 Minto Road, Pajaro Valley</td>
<td>2 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - San Ardo</td>
<td>62550 College Street, San Ardo</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Library - San Luis</td>
<td>54662 Abrego Street, San Luis</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Sheriff - Field Office, Carmel Valley</td>
<td>10 West Carmel Valley Road, Carmel Valley</td>
<td>1 CY Bin</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
<tr>
<td>Sheriff - Field Office, Chualiar</td>
<td>24281 Westwithin Street, Chualiar</td>
<td>96 gal cart</td>
<td>1 CY Bin</td>
<td></td>
<td>Self-haul</td>
</tr>
</tbody>
</table>

USA WASTE OF CALIFORNIA, INC.

DBA CARMEL MARINA CORPORATION

Approved as revised on February 2, 2010

By: [Signature]

Dated: February 5th, 2010

Barry Skolnick, Area Vice President

By: [Signature]

Dated: February 5th, 2010

Robert E. Longo, Assistant Secretary

and Group General Counsel
## Exhibit 11 COUNTY Sponsored Large Venue Events

<table>
<thead>
<tr>
<th>COUNTY-SPONSORED SPECIAL EVENTS</th>
<th>MSW Tonnage Produced</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Concours de'LeMons</td>
<td>1</td>
</tr>
<tr>
<td>2 Scottish Games</td>
<td>2</td>
</tr>
<tr>
<td>3 Cherry's Jubilee</td>
<td>2</td>
</tr>
<tr>
<td>4 24 Hours of Adrenalin</td>
<td>3</td>
</tr>
<tr>
<td>5 Heart Walk</td>
<td>4</td>
</tr>
<tr>
<td>6 Valley Heritage Day</td>
<td>4</td>
</tr>
<tr>
<td>7 Bandecky Bash</td>
<td>4</td>
</tr>
<tr>
<td>8 Wildflower Triathlon Festival</td>
<td>17</td>
</tr>
<tr>
<td>9 Sea Otter Classic</td>
<td>27</td>
</tr>
<tr>
<td>10 Spirit West Coast</td>
<td>32</td>
</tr>
<tr>
<td>11 TBD</td>
<td>N/A</td>
</tr>
<tr>
<td>12 TBD</td>
<td>N/A</td>
</tr>
</tbody>
</table>