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**AGREEMENT TO PROVIDE
RESIDENTIAL REFUSE, RECYCLABLE MATERIALS,
AND ORGANIC WASTE COLLECTION SERVICES**

**Executed between the
County of Ventura and E.J. Harrison & Sons, Inc.**

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83 **AGREEMENT**

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85 This agreement ("Agreement") is entered into as of the Effective Date as defined in Article
86 1 below, by and between the County of Ventura, a county of the State of California (hereinafter
87 "County") and E.J. Harrison & Sons, Inc. (hereinafter "Contractor"), sometimes singularly referred to
88 as the "Party" and collectively referred to as the "Parties" to this Agreement.

89
90 **RECITALS**

91
92 WHEREAS, the Legislature of the State of California, by enactment of the California Integrated
93 Waste Management Act of 1989 ("Act") and subsequent additions and amendments (codified at
94 California Public Resources Code Section 40000 et seq.), has declared it is in the public interest to
95 authorize and require local agencies to provide for refuse collection within their jurisdiction; and

96 WHEREAS, the State of California has found and declared that the amount of refuse
97 generated in California, coupled with diminishing landfill space and potential adverse environmental
98 impacts from landfilling and the need to conserve natural resources, have created an urgent need for
99 State and local agencies to enact and implement an aggressive integrated waste management
100 program. The State has, through enactment of the Act, directed the responsible State agency, and all
101 local agencies, to promote disposal site diversion and to maximize the use of feasible refuse reduction,
102 re-use, recycling, and composting options to reduce the amount of refuse that must be disposed in
103 disposal sites; and

104 WHEREAS, pursuant to its County Code and California Public Resources Code Section
105 40059(a) as may be amended from time to time, County has determined that the public health, safety,
106 and well-being require that an exclusive right be awarded to a qualified contractor to provide for the
107 collection of refuse, recyclable materials, and organic waste materials, except for collection of
108 materials excluded in County's County Code, and other services related to meeting the Act's fifty
109 percent (50%) diversion goal and other requirements of the Act. County further declares its intent to
110 regulate and set the Maximum Service Rates Contractor may charge Service Recipients for the
111 collection, transportation, processing, recycling, composting, and/or disposal of refuse, recyclable
112 materials, and organic waste materials; and

113 WHEREAS, the Board of Supervisors has determined that Contractor, by demonstrated
114 experience, reputation, and capacity, is qualified to provide for the collection of refuse, recyclable
115 materials, and organic waste materials within the corporate limits of County, the transportation of such
116 material to appropriate places for processing, recycling, composting and/or disposal; and Board of
117 Supervisors desires that Contractor be engaged to perform such services on the basis set forth in this
118 Agreement; and, Contractor has represented that it has the ability and capacity to provide for the
119 collection of refuse, recyclable materials, and organic waste materials within the boundary limits of the
120 County; the transportation of such material to appropriate places for processing, recycling, composting
121 and/or disposal; and the processing of materials; and

122 WHEREAS, the rights conveyed pursuant to this Agreement are valuable and confer specific
123 benefits not otherwise available to noncontracting parties, including the rights to transact business,
124 provide services utilizing the public right of way rendering the service more efficient, and operate an
125 exclusive public utility within the awarded service area(s); and

126 WHEREAS, the rights conveyed pursuant to this Agreement grant the Contractor the right to
127 enter and use County property including, but not limited to: 1) the special ability to drive heavy vehicles
128 on a weekly basis on all County roads involving numerous stops with the associated traffic impacts,
129 2) allowing the placement of waste, recycling, and green bins in the County right of way(curtilage) on
130 a weekly basis with the resultant parking and traffic impacts, 3) the ability to operate at the hours
131 specified herein with equipment that creates substantial noise impacts in residential areas, and 4) for
132 the privilege of being the sole contractor in the awarded area; and

133 WHEREAS, the Parties agree that Solid Waste Collection Services shall be provided pursuant
134 to this Agreement as of 12:00 a.m. January 1, 2024 ("Commencement Date").

135 NOW, THEREFORE, in consideration of the mutual covenants, agreements and consideration
136 contained in this Agreement, the receipt and adequacy being hereby acknowledged, the County and
137 Contractor agree as follows:

138 Article 1. Definitions

139 For the purposes of this Agreement, the definitions contained in this Article apply unless otherwise
140 specifically stated. When not inconsistent with the context, words used in the present tense include the
141 future, words in the plural include the singular, and words in the singular include the plural. Use of the
142 masculine gender includes all genders including the feminine gender, and vice versa. The meaning of terms
143 or words not defined in this Article will be as commonly understood in the Solid Waste collection services
144 industry when the common understanding is uncertain.

145 1.1 AB 341. "AB 341" means State of California Assembly Bill No. 341 approved on or about October
146 5, 2011. AB 341 requires businesses, defined to include commercial or public entities that generate more
147 than 4 cubic yards of commercial Solid Waste per week or multifamily residential dwellings (MFD) of 5 units
148 or more, to arrange for recycling services and requires jurisdictions to implement a commercial Solid Waste
149 recycling program.

150 1.2 AB 827. "AB 827" means State of California Assembly Bill No. 827 approved on or about October
151 02, 2019. AB 827 requires businesses that are mandated to recycle under AB 341 ("MCR") and/or
152 mandated to recycle organics under AB 1826 ("MOR") or SB 1383 and that provide Service Recipients
153 access to the business, to provide Service Recipients with a recycling bin and/or organics collection bin for
154 those waste streams that is visible, easily accessible, and adjacent to each bin or container for refuse.

155 1.3 AB 939. "AB 939" or "Act" means "The California Integrated Waste Management Act of 1989"
156 codified in part in Public Resources Code §§ 40000 et seq, and such regulations adopted by the California
157 Department of Resources Recycling and Recovery ("CalRecycle") for implementation of the Act, or its
158 successor agency, including but not limited to, the Jobs and Recycling Act of 2011 (AB 341), SB 1016
159 (Chapter 343, Statues of 2008 [Wiggins, SB 1016]), the Mandatory Commercial Organics Recycling
160 Resources Code § 40000 and following as it may be amended and as implemented by the regulations of
161 CalRecycle.

162 1.4 AB 1594. "AB 1594" means State of California Assembly Bill No. 1594 approved on or about
163 September 28, 2014. AB 1594 provides that, as of January 1, 2020, the use of green material as Alternative
164 Daily Cover ("ADC") does not constitute diversion through recycling and is considered disposal.

165 1.5 AB 1826. "AB 1826" means State of California Assembly Bill No. 1826 approved on or about
166 September 28, 2014. AB 1826 requires each jurisdiction, on and after January 1, 2016, to implement an
167 organic waste recycling program to divert from the landfill organic waste from businesses. Each business
168 meeting specific organic waste or Solid Waste generation thresholds, phased in from April 1, 2016 to
169 January 1, 2020, is required to arrange for organic waste recycling services.

170 1.6 Agreement. "Agreement" means the written agreement between the County and the Contractor
171 covering the work to be performed and all contract documents attached to the agreement and made a part
172 thereof.

173 1.7 Agreement Administrator. "Agreement Administrator" means the County Administrator, or his or her
174 designee, designated to administer and monitor the provisions of the Agreement.

175 1.8 Alternative Fuel Vehicle. "Alternate Fuel Vehicle" means a vehicle whose engine uses a fuel other
176 than gasoline or diesel fuel, such as compressed natural gas (CNG) or other fuel with comparably low
177 emissions of air pollutants.

178 1.9 Applicable Law. "Applicable Law" means all laws, regulations, rules, orders, judgments, decrees,
179 permits, approvals, or other requirement of any federal, state, the County, and local governmental agency
180 having jurisdiction over the collection, diversion, and disposition of Solid Waste, including Recyclable
181 Materials, Organic Waste, Construction and Demolition Debris, and environmental regulation. Applicable
182 Law includes, but is not limited to, the statutory changes made by AB 341, AB 827, AB 939, AB 1594, AB
183 1826, SB 1016, and SB 1383.

184 1.10 Bin. "Bin" means a metal or plastic waste container designed or intended to be mechanically
185 serviced by a front-end loader vehicle. It shall be designed to hold from one (1) to six (6) cubic yards of
186 material with the lid properly closed. The specifications for Contractor-provided Bins are set forth in Exhibit
187 3.

188 1.11 Biohazardous or Biomedical Waste. "Biohazardous or Biomedical Waste" means any waste which
189 may cause disease or reasonably be suspected of harboring pathogenic organisms; included are waste
190 resulting from the operation of medical clinics, hospitals, and other facilities processing wastes which may
191 consist of, but are not limited to, human and animal parts, contaminated bandages, pathological specimens,
192 hypodermic needles, sharps, contaminated clothing, and surgical gloves.

193 1.12 Board. "Board" means the Ventura County Board of Supervisors.

194 1.13 Bulky Items. "Bulky Items" means Solid Waste consisting of discarded White Goods, furniture, tires,
195 carpets, mattresses, e-waste, and similar items which do not fit in a regular Collection Container and require
196 special handling due to their size but can be collected and transported without the assistance of special
197 loading equipment (such as forklifts or cranes) and without violating vehicle load limits. It does not include

198 debris and materials from construction and demolition activities, abandoned automobiles and other
199 vehicles, nor does it include items defined as Exempt Waste.

200 1.14 Business Day. "Business Day" means any day Monday through Friday, excluding any holidays as
201 defined in Section 5.3.

202 1.15 Calendar Year. "Calendar Year" means each twelve (12) month period from January 1 to December
203 31.

204 1.16 Cart. "Cart" means a heavy plastic receptacle with a rated capacity of at least twenty (20) and not
205 more than one hundred (100) gallons, having a hinged tight-fitting lid and wheels, that is provided by the
206 Contractor, approved by the County, and used by Service Recipients for collection, accumulation, and
207 removal of Solid Waste from Residential Premises in connection with Collection Services. The
208 specifications for Contractor-provided Carts are set forth in Exhibit 3.

209 1.17 CERCLA. "CERCLA" means the Comprehensive Environmental Response, Compensation and
210 Liability Act of 1980, 42 U.S.C. Sections 9601 and following, as may be amended and regulations
211 promulgated thereunder.

212 1.18 Change in Law. "Change in Law" means the occurrence of any of the following events after the
213 Effective Date, when such event has a material and adverse effect on the Parties' performance of their
214 respective obligations under this Agreement (except for any payment obligations): (i) the enactment,
215 adoption, promulgation, amendment, repeal, judicial interpretation, or formal administrative interpretation
216 of any Applicable Law; (ii) the issuance of any order or judgment of any federal, state, or local court or
217 agency in a proceeding to which a Party is a party, but not to the extent such order or judgment finds the
218 Party asserting there to have been a Change in Law to have been negligent or otherwise at fault; or (iii) the
219 denial, suspension, or termination of any government permit or other entitlement, but not to the extent such
220 denial, suspension, or termination is the result of any act or omission of the Party asserting there to have
221 been a Change in Law.

222 1.19 Collect and Collection and Collected. "Collect" and "Collection" and "Collected" mean the removal
223 of Solid Waste from a Service Unit and transportation to a Disposal Facility, Organic Waste Processing
224 Facility, Materials Recovery Facility, or Transfer Station as appropriate.

225 1.20 Collection Container. "Collection Container" means a Bin, Cart, or Roll-Off Container that is
226 approved by the Agreement Administrator for use by Service Recipients for Collection Services under this
227 Agreement.

228 1.21 Collection Services. "Collection Services" means Contractor's obligations under this Agreement to
229 Collect Solid Waste within the Service Area.

230 1.22 Collection Vehicle. "Collection Vehicle" means a licensed vehicle that has all required licenses to
231 provide Collection Service and that has been approved by the Agreement Administrator for use under this
232 Agreement.

- 233 1.23 Commencement Date. "Commencement Date" means the date specified in Section 2.1 of this
234 Agreement.
- 235 1.24 Compost. "Compost" means the act or product produced from Composting.
- 236 1.25 Composting. "Composting" means the act of the controlled biological decomposition of Organic
237 Wastes that are Source Separated or are separated at a centralized facility. Composting may also include
238 the product of anaerobic digestion or other conversion technologies.
- 239 1.26 Construction and Demolition Debris. "Construction and Demolition Debris" means discarded
240 materials removed from Premises, resulting from construction, renovation, remodeling, repair,
241 deconstruction, or demolition operations on any pavement, house, or other structure or from landscaping.
242 Such materials include but are not limited to "inert wastes" as defined in Public Resources Code Section
243 41821.3(a)(1) (rock, concrete, brick, sand, soil, ceramics and cured asphalt), gravel, plaster, gypsum
244 wallboard, aluminum, glass, plastic pipe, roofing material, carpeting, wood, masonry, trees, remnants of
245 new materials, including paper, plastic, carpet scraps, wood scraps, scrap metal, building materials,
246 packaging and rubble resulting from construction, remodeling, renovation, repair and demolition operations
247 on pavements, houses, and other structures.
- 248 1.27 Consumer Price Index (CPI). "Consumer Price Index or CPI" mean the index set published by the
249 United States Department of Labor, Bureau of Labor Statistics titled *Garbage and trash collection in U.S.*
250 *city average, all urban consumers, seasonally adjusted* and with series identification number
251 CUSR0000SEHG02.
- 252 1.28 Contaminant. "Contaminant" means any material or substance placed into or found in a Collection
253 Container other than the type of Source Separated material for which that Collection Container is intended
254 or reserved. For example, anything that is not Recyclable Materials is a Contaminant if placed into or found
255 in a Recyclable Materials Collection Container. Similarly, anything that is not Organic Waste is a
256 Contaminant if placed into or found in an Organic Waste Collection Container.
- 257 1.29 Contractor. "Contractor" means the above-identified party having entered into this Agreement and
258 any wholly owned subsidiaries that are performing work under the scope of this franchise agreement. These
259 include Newbury Disposal and Santa Clara Valley Disposal.
- 260 1.30 County. "County" means the County of Ventura, California, a political subdivision of the State of
261 California.
- 262 1.31 County Administrator. "County Administrator" means the Director, or his or her designated
263 representative, or any employee of the County who succeeds to the duties and responsibilities of the County
264 Administrator.
- 265 1.32 County Code. County Code means the Ventura County Ordinance Code.
- 266 1.33 Director. "Director" means the Director of the County Public Works Agency, or his or her designee.

- 267 1.34 Dispose or Disposal. "Dispose" or "Disposal" means the final disposition of Solid Waste at a
268 permitted Landfill or other permitted Solid Waste disposal facility, as defined in California Public Resources
269 Code 40192(b).
- 270 1.35 Disposal Facility. "Disposal Facility" means any destination permitted for the Disposal of Refuse or
271 other materials.
- 272 1.36 Diversion, Diverted, or Divert. "Diversion", "Diverted", or "Divert" means the programs and activities
273 that reduce or eliminate the Disposal of Solid Waste in landfills and return these materials to the commerce
274 stream in the form of raw materials for new, reused, or reconstituted products, which meet the quality
275 standards necessary to be used in the marketplace. Diversion activities can include source reduction,
276 reuse, salvage, Recycling, and Composting.
- 277 1.37 Dwelling Unit. "Dwelling Unit" means one or more rooms with internal access between all rooms,
278 which provide complete independent living facilities for at least one family, including provisions for living,
279 sleeping, eating, cooking, bathing, and sanitary facilities.
- 280 1.38 Effective Date. "Effective Date of Agreement" shall mean the date on which the Agreement is
281 signed by the last of the parties hereto.
- 282 1.39 Electronic Waste (E-Waste). "Electronic Waste" or "E-Waste" means any electronic devices or
283 cathode ray tubes, as described by Title 22, Section 66273.3 or 66273.6 of the California Code of
284 Regulations (CCR) and/or by Title 40 Code of Federal Regulations, Part 273, as may be amended or
285 superseded by applicable state and federal regulations.
- 286 1.40 Exempt Waste. "Exempt Waste" means Biohazardous or Biomedical Waste, Hazardous Waste,
287 Sludge, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-
288 acid batteries, dead animals, and those wastes under the control of the Nuclear Regulatory Commission.
- 289 1.41 Food Waste. "Food Waste" means food scraps including all edible or inedible food such as, but not
290 limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese,
291 coffee grounds, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are
292 Source Separated from other Food Scraps. Food Waste will be expanded to include food-soiled paper,
293 which is compostable paper material that has contacted food or liquid, such as, but not limited to,
294 compostable paper plates, paper coffee cups, napkins, and pizza boxes, once local infrastructure is capable
295 of accepting it for composting or upon state or local mandate, whichever occurs first.
296
- 297 1.42 Green Waste. "Green Waste" means grass clippings, leaves, landscape and pruning waste, wood
298 materials from trees and shrubs, and other forms of organic materials generated from landscapes or
299 gardens.
- 300 1.43 Gross Revenue. "Gross Revenue" means all monetary amounts actually collected or received by
301 Contractor from Service Recipients for the provision of Collection Services pursuant to this Agreement.

302 1.44 Hazardous Waste. "Hazardous Waste" means a waste, or combination of wastes as defined in one
303 or more of the following: Code of Federal Regulations Title 41, California Code of Regulations, Title 14
304 §17225.32, Health and Safety Code §25117, or in any successor federal or state laws and regulations as
305 may be amended from time to time. In the event of any conflict between federal and state law hereunder,
306 the broadest definition of "Hazardous Waste" shall prevail.

307 1.45 Holiday. "Holiday" means New Year's Day, Memorial Day, Independence Day, Labor Day,
308 Thanksgiving Day, Christmas Day, and any other day recognized by resolution of the Board of Supervisors
309 or designated by Contractor as a day on which waste Collection Service will not be provided until the
310 following day, excluding Sunday.

311 1.46 Home Compost Bin. "Home Compost Bin" means a portable durable container purchased by the
312 Contractor and distributed to SFD or MFD Service Recipients as requested and stored and distributed by
313 the Contractor to SFD or MFD Service Recipients for use by those Service Recipients to compost Organic
314 Waste at their Premises.

315 1.47 Household Hazardous Waste or HHW. "Household Hazardous Waste" or "HHW" means that waste
316 resulting from products purchased by the general public for household use which, because of its quantity,
317 concentration or physical, chemical or infectious characteristics, may pose a substantial known or potential
318 hazard to human health or the environment when improperly treated, disposed or otherwise managed, or,
319 in combination with other Solid Waste, may be infectious, explosive, poisonous, caustic, toxic, or exhibit
320 any of the characteristics of ignitability, corrosivity, reactivity, or toxicity as per California Code of
321 Regulations Title 22, Division 4.5, Chapter 11, Section 66261.3.

322 1.48 Kitchen Food Waste Pail. "Kitchen Food Waste Pail" means a receptacle with a rated capacity not
323 exceeding two and one-half (2.5) gallons, having a hinged lid, suitable for use in a SFD Service Unit for
324 temporary storage of SFD Organic Waste that is approved for such purpose by County.

325 1.49 Materials Recovery Facility. "Materials Recovery Facility" or "MRF" means a facility permitted to
326 accept commingled Solid Waste, Organic Waste and Recyclable Materials for separation into marketable
327 Recyclable Materials.

328 1.50 Maximum Service Rate. "Maximum Service Rate" means the maximum amount that Contractor
329 may charge Service Recipients for Collection Services and Special Services, as listed in Exhibit 1, and as
330 may be adjusted in accordance with the provisions of this Agreement.

331 1.51 Multi-Family Dwelling or MFD. "Multi-Family Dwelling" and "MFD" means Residential Premises with
332 five (5) or more Dwelling Units as defined in Ventura County Ordinance 4590, Section 4741-52. Consistent
333 with 14 CCR Section 18982(6), Residential Premises that consist of fewer than five (5) units are not "Multi-
334 Family" and instead are "Single-Family" for the purposes of implementing this Article. Multi-Family Premises
335 do not include hotels, motels, or other transient occupancy facilities.

336 1.52 MFD Collection Service. "MFD Collection Service" means Collection Services provided to Multi-
337 Family Dwellings.

338 1.53 MFD Large Item Collection Service. "MFD Large Item Collection Service" means the periodic on-
339 call Collection of Bulky Items, by Contractor, from MFD Service Units in the Service Area and the delivery
340 of those Bulky Items to a Disposal Facility, Materials Recovery Facility or such other facility as may be
341 appropriate under the terms of this Agreement. MFD Large Item Collection Service may include the
342 Collection of Bulky Items using Roll-Off Containers.

343 1.54 MFD Organic Waste Collection Service. "MFD Organic Waste Collection Service" means the
344 Collection of Organic Waste, by Contractor, from MFD Service Units in the Service Area, the delivery of
345 those Organic Waste materials to an Organic Waste Processing Facility and the processing and marketing
346 of those Organic Waste materials, and the disposal of all MFD Organic Waste Processing Residue.

347 1.55 MFD Recycling Service. "MFD Recycling Service" means the Collection of Recyclables Materials
348 by the Contractor from MFD Service Units in the Service Area, the delivery of those Recyclable Materials
349 to a Materials Recovery Facility and the processing and marketing of those Recyclable Materials, and the
350 disposal of all MFD Recyclables Materials Processing Residue.

351 1.56 MFD Refuse Collection Service. "MFD Refuse Collection Service" means the Collection of Refuse,
352 by Contractor, from MFD Service Units in the Service Area and the delivery of that Refuse to a Disposal
353 Facility.

354 1.57 Non-Collection Notice. "Non-Collection Notice" means a written notice approved by the Agreement
355 Administrator that notifies a Service Recipient of the reason Contractor did not Collect Solid Waste set out
356 for Collection. Non-Collection Notice should meet notification requirements in Applicable Law (see SB 1383)
357 and California Code of Regulations Section 18995.1 (a) (4) for instances of non-collection due to Prohibited
358 Container Contaminants.

359 1.58 Organic Waste. "Organic Waste" has the same meaning as set forth in Ventura County Ordinance
360 4590, Section 4741-54, as may be amended from time to time. For purposes of this Agreement, "Organic
361 Waste" does not include any item that, at the time of collection, is not presently accepted at an Organic
362 Waste Processing Facility in Ventura County.

363 1.59 Organic Waste Collection Service. "Organic Waste Collection Service" means the Collection of
364 Organic Waste from Service Units and processing at an Organic Waste Processing Facility, and the
365 disposal of all Organic Waste Processing Residue.

366 1.60 Organic Waste Processing Facility. "Organic Waste Processing Facility" means any facility
367 designed, operated, and legally permitted for the purpose of receiving and processing Food Waste, Green
368 Waste, and Organic Waste.

369 1.61 Overage. "Overage" means Solid Waste set out for Collection either on top of or outside of a
370 Container or in any manner preventing the Container lid from completely closing or potentially causing Solid
371 Waste to spill during Collection by Contractor's vehicles.

372 1.62 Premises. "Premises" means any land or building in Ventura County where waste is generated or
373 accumulated.

374 1.63 Prohibited Container Contaminants. "Prohibited Container Contaminants" means any of the
375 following but does not include Organic Waste specifically allowed for Collection in a Container that is
376 required to be transported to a high diversion organic waste processing facility if the waste is specifically
377 identified as acceptable for Collection in that Container in a manner that complies with the requirements of
378 14 CCR Section 18984.1, 18984.2, or 18984.3. (A) Non-Organic Waste placed in a Collection Container
379 designated for Organic Waste provided pursuant to 14 CCR Section 18984.1 or 18984.2; (B) Organic
380 Wastes that are, carpet, hazardous wood waste, or non-compostable paper placed in the Collection
381 Container that is part of an Organic Waste Collection Service provided pursuant to 14 CCR Section 18984.1
382 or 18984.2; (C) Organic Wastes, placed in a Collection Container designated for Refuse, that pursuant to
383 14 CCR Section 18984.1 or 18984.2 were intended to be Collected separately in a Collection Container
384 designated for Organic Waste or Recyclable Materials; (D) Organic Wastes placed in the Collection
385 Container designated for Recyclable Materials shall be considered Prohibited Container Contaminants
386 when those wastes were specifically identified in this Agreement, or through local ordinance for Collection
387 in the Container designated for Organic Waste, or mutually agreed to and promulgated by the County and
388 Contractor. Paper products, printing and writing paper, wood and dry lumber may be considered acceptable
389 and not considered Prohibited Container Contaminants if they are placed in Collection Container
390 designated for Recyclable Materials; and (E) Exempt Waste placed in any Collection Container.

391 1.64 Quarter. "Quarter" means a three-month period during a calendar year. The first Quarter is January
392 through March. The second Quarter is April through June. The third Quarter is July through September.
393 The fourth Quarter is October through December.

394 1.65 Rate Year. "Rate Year" means the period January 1 to December 31, for each year during the Term
395 of this Agreement.

396 1.66 Recyclable Materials. "Recyclable Materials" means materials separated from Refuse prior to
397 disposal to be recycled consistent with the requirements of the Act. Recyclable Materials that can be placed
398 in the Recycling Container include, but are not limited to, glass and plastic bottles, aluminum, tin and steel
399 cans, metals, unsoiled paper products, printing and writing paper, and cardboard, and any other items as
400 determined by the Agreement Administrator. For purposes of this Agreement, Recyclable Materials do not
401 include any item that at the time of collection is not presently accepted at a Materials Recovery Facility
402 utilized by Contractor.

403 1.67 Recycling. "Recycling" means the process of collecting, sorting, cleansing, treating and/or
404 marketing Recyclable Materials that would otherwise become Refuse, and returning them to the economic
405 mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality
406 standards necessary to be used in the marketplace. The collection, transportation or disposal of Solid
407 Waste not intended for, or capable of, reuse is not Recycling. "Recycling" does not include transformation
408 as defined in Public Resource Code Section 40201.

409 1.68 Refuse. "Refuse" means all putrescible and non-putrescible solid, semi-solid and associated liquid
410 waste generated or accumulated through the normal activities of a Premises. Refuse does not include
411 Recyclable Materials, Organic Waste, or Bulky Items, that is source-separated and set out for purposes of
412 collection and recycling.

413 1.69 Regulatory Fees. "Regulatory Fees" means any and all County fees applicable to Contractor arising
414 from, or related to, Contractor provision of Collection Service(s) pursuant to applicable County ordinances
415 and resolutions. The Regulatory Fees, which may be supplemented or otherwise modified in County's sole
416 discretion, currently include a Waste Management Fee, a Collector Fee, and a Countywide Integrated
417 Waste Management Plan Fee, pursuant to County Code Sections 4775, 4750-6, and 4792, respectively,
418 as may be amended. The Waste Management Fee and Collector Fee shall not be passed, in whole or in
419 part, onto the Service Recipient.

420 1.70 Residential Premises. "Residential Premises" means any building or structure, or portion thereof,
421 used for residential housing purposes.

422 1.71 Residual or Residuals. "Residual" or "Residuals" means Solid Waste that is not Diverted from
423 landfill Disposal after it has been delivered to an Organic Waste Processing Facility or a Materials Recovery
424 Facility for processing for Diversion from landfill Disposal. Residual does not include Recyclable Materials
425 or Organic Material that is processed for Diversion but lacks an available market.

426 1.72 Roll-Off Container. "Roll-Off Container" means a metal container with a capacity of ten (10) or more
427 cubic yards that is normally loaded onto a specialized Collection vehicle and transported to an appropriate
428 facility.

429 1.73 SB 1383. "SB 1383" means State of California Senate Bill 1383 Short-lived Climate Pollutants:
430 Organic Waste Reductions, approved on or about September 19, 2016.

431 1.74 Service Area. "Service Area" means the unincorporated area within Ventura County as shown in
432 Exhibit 2.

433 1.75 Service Recipient. "Service Recipient" means the owner, occupant, or user of premises receiving
434 Collection Service pursuant to this Agreement.

435 1.76 Service Unit. "Service Unit" means a single subscriber to Contractor's Collection Services.

436 1.77 Single-Family Dwelling or SFD. "Single Family Dwelling Unit or SFD" shall mean a residential
437 building or a mobile home with fewer than five (5) principal Dwelling Units.

438 1.78 SFD Collection Service. "SFD Collection Service" means Collection Services provided to Single-
439 Family Dwellings.

440 1.79 SFD Large Item Collection Service. "SFD Large Item Collection Service" means the periodic on-
441 call Collection of Bulky Items, by Contractor, from SFD Service Units in the Service Area and the delivery
442 of those Bulky Items to a Disposal Facility, Materials Recovery Facility or other such facility as may be
443 appropriate under the terms of this Agreement.

444 1.80 SFD Organic Waste Collection Service. "SFD Organic Waste Collection Service" means the
445 Collection of Organic Waste, by Contractor, for SFD Service Units in the Service Area, the delivery of those

446 Organic Waste Materials to an Organic Waste Processing Facility and the processing and marketing of
447 those Organic Waste materials, and the disposal of all SFD Organic Waste Processing Residual.

448 1.81 SFD Recycling Service. "SFD Recycling Service" means the Collection of Recyclable Materials by
449 the Contractor from SFD Service Units in the Service Area, the delivery of those Recyclable Materials to a
450 Materials Recovery Facility and the processing and marketing of those Recyclable Materials.

451 1.82 SFD Refuse Collection Service. "SFD Refuse Collection Service" means the Collection of Refuse,
452 by Contractor, from SFD Service Units in the Service Area and the delivery of that Refuse to a Disposal
453 Facility.

454 1.83 Sludge. "Sludge" means the accumulated solids, residues, and precipitates generated because of
455 waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an
456 air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies,
457 or similar disposal appurtenances or any other such waste having similar characteristics or effects.

458 1.84 Solid Waste. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid
459 wastes, including refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes,
460 abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or
461 chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and
462 semisolid wastes, and other discarded solid and semisolid wastes, as set forth in California Public
463 Resources Code Section 40191(a)(b), as amended from time to time. Solid Waste includes Recyclable
464 Materials and Organic Waste, unless expressly specified otherwise in this Agreement, but does not include
465 (1) Hazardous Waste; (2) radioactive waste regulated pursuant to the Health and Safety Code Section
466 114960 et seq.; (3) medical waste regulated pursuant to the Health and Safety Code Section 117600 et
467 seq. and (4) Exempt Waste.

468 1.85 Source Separated. "Source Separated" means materials that have been kept separate in the Solid
469 Waste stream, at the point of generation, for the purpose of additional sorting or processing to return them
470 to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which
471 meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR
472 Section 17402.5(b)(4).

473 1.86 Special Services. "Special Services" means Solid Waste collection services made available in the
474 Service Area, which are in addition to regularly scheduled route pickups.

475 1.87 SRRE (Source Reduction and Recycling Element). "SRRE" means the formal planning document
476 that demonstrates how the County will comply with the Act's diversion goals.

477 1.88 Term. "Term" means the time period during which the Agreement is in effect.

478 1.89 Transfer Station. "Transfer Station" means a legally permitted place used for the conveyance of
479 Solid Waste Collected by Contractor into larger vehicles prior to transportation of the Solid Waste to a
480 Disposal Facility or Processing Facility.

481 1.90 Universal Waste or U-Waste. "Universal Waste" or "U-Waste" means Electronic devices, dry-cell
482 batteries, non-empty aerosol cans, fluorescent lamps, and fluorescent bulbs, mercury thermostats, and
483 other mercury containing equipment.

484 1.91 Waste. "Waste" means the useless, unused, unwanted or discarded material and debris resulting
485 from normal residential activity or materials which, by their presence, may injuriously affect the health,
486 safety, and comfort of persons or depreciate property values in the vicinity thereof.

487 1.92 Waste Reporting System. "Waste Reporting System" means the electronic data recording and
488 reporting system used by Contractor to provide data and reports, which this Agreement requires Contractor
489 to provide to the County. Said system must be approved by the Agreement Administrator.

490 1.93 White Goods. "White goods" means enamel-coated major appliances, such as washing machines,
491 clothes dryers, hot water heaters, stoves, and refrigerators.

492 1.94 Work Day. "Work Day" means any day, Monday through Saturday, that is not a Holiday as set forth
493 in Section 5.3 of this Agreement.

494 1.95 Wood Waste. "Wood Waste" means Solid Waste consisting of stumps, large branches, tree trunks,
495 and wood pieces or particles that are generated from the manufacturing or production of wood products,
496 harvesting, processing or storage of raw wood materials, or construction and demolition activities.

497 Article 2. Term of Agreement

498 2.1 Initial Term. The initial term of this Agreement will be for a ten (10) year period beginning January
499 1, 2024 and terminating on December 31, 2033. Contractor shall commence performance of its Collection
500 Service obligations under this Agreement on January 1, 2024 ("Commencement Date").

501 2.2 Extension of Term. Contractor may request up to two, five (5) year term extensions to the Initial
502 Term, and at County's sole option, County may grant Contractor's request to extend the term. Under no
503 circumstances will County be obligated to extend the term. Contractor must request the first five (5) year
504 extension by August 1, 2033 to be eligible for the term extension, and by August 1, 2038 to be eligible for
505 the second term extension.

506 2.3 Performance Review Prior to Five (5) Year Extension. A billing audit and performance review shall
507 be conducted two years prior to the end of the Initial Term as described in Section 14.5. To be eligible for
508 an Extension of the Term of the Agreement under Section 2.2, Contractor must meet billing and perfor-
509 mance standards to the satisfaction of the County. In the event Contractor fails to meet the minimum
510 service and diversion requirements set forth in Article 8, this Agreement will terminate on
511 December 31, 2033, as set forth in Section 2.1 of this Agreement.

Article 3. Conditions Governing Services

512

513 3.1 Grant of Exclusive Agreement. County hereby grants to Contractor, on the terms and conditions
514 set forth herein, the exclusive right and privilege to collect, remove and dispose, in a lawful manner, Solid
515 Waste, which includes is but not limited to Recyclable Materials and Organic Waste, accumulating in the
516 County's Service Area that are required to be accumulated and offered for collection to the Contractor in
517 accordance with the County's County Code, for the Term, and within the scope, set forth in this Agreement.

518 3.2 Recyclable Materials Organic Waste, and Bulky Items Discarded by Service Recipients. This
519 Agreement shall not prohibit any person from selling Recyclable Materials or Organic Waste or giving
520 Recyclable Materials or Organic Waste away to persons or entities other than Contractor. However, in
521 either instance: (1) the Recyclable Materials or Organic Waste must be source separated from, and not
522 mixed with other, Solid Waste; and (2) the seller/donor may not pay the buyer/donor any consideration for
523 collecting, processing, or transporting such Recyclable Materials or Organic Waste. A discount or reduction
524 in the price for collection, disposal and/or recycling services for any form of un-segregated or segregated
525 Solid Waste is not a sale or donation of Recyclable Materials or Organic Waste and such Solid Waste does
526 not qualify for this exception. However, once the Recyclable Materials or Organic Waste have been placed
527 in the Collection Container and the Container set out for Collection, the Recyclable Materials or Organic
528 waste become the property of Contractor.

529 3.3 Exclusions to Exclusivity.

530 3.3.1 Specialized Recyclable Materials. If Contractor is unable or unwilling to Collect and
531 process for diversion specialized materials, including, but not limited to, Organic Waste, metals,
532 Construction and Demolition Debris, laboratory waste, pallets and others, and which a third party
533 is able to re-use or Recycle, Service Recipients shall have the right to engage the third-party
534 recycler to collect and Recycle those Source-Separated Recyclable Materials provided that the
535 diversion is verified by the County and the third party obtains a County recycling permit.

536 3.3.2 Recyclable Materials Sold by Service Recipient. If the Service Recipient at a
537 Service Unit has source separated Recyclable Material, the Service Recipient is entitled to sell that
538 Recyclable Material or be otherwise compensated in a manner resulting in a net positive payment
539 to the Service Recipient, when such Contractor is permitted as appropriate under the County Code.

540 3.3.3 Byproducts of Food and Beverage Processing. Under Public Resources Code
541 section 40059.4 , certain byproducts from the processing of food or beverages from agricultural or
542 industrial sources, provided they do not include animal, including fish, processing byproducts, they
543 are Source-Separated, they are not discarded (meaning the Service Recipient may not pay the
544 recipient any consideration, or accept a discount or reduction in price for collecting, processing, or
545 transporting such material), and they are used as animal feed, are exempted from this Agreement.
546 Entities requesting exemption must apply to the County and be any of the following: registered
547 pursuant to Section 110460 of the Health and Safety Code or be exempted from registration
548 pursuant to Section 110480 of the Health and Safety Code or be a beer manufacturer as defined

549 in Section 23012 of the Business and Professions Code, or a distilled spirits manufacturer, as
550 defined in Section 23015 of the Business and Professions Code.

551 3.3.4 Donated Solid Waste. Recyclable Materials, Organic Waste, or Bulky Items which
552 is Source Separated at any Premises by the Service Recipient and donated to youth, civic or
553 charitable organizations qualified as such pursuant to Federal law.

554 3.3.5 Gardening or Landscape Services. Green Waste removed from a Premises by a
555 gardening, landscaping, or tree trimming company as an incidental part of a total service offered
556 by that company rather than as a hauling service.

557 3.4 Responsibility for Service Billing and Collection. Contractor is responsible for the billing and
558 collection of payments for Collection Services within the Service Area.

559 Article 4. Regulatory Fees and Payments

560 4.1 Contractor's Payments to County. The Parties agree that all fees and any payments owed by
561 Contractor to County under this Agreement are the product of extensive negotiations and constitute valid
562 consideration for the rights and privileges granted to Contractor under this Agreement.

563 4.2 Quarterly Fee Payments. Regulatory Fees shall be due and payable on the twentieth (20th) day of
564 the month following the end of each Quarter in which Collection Services were provided; first such payment
565 being due on April 20, 2024. Regulatory Fees shall be accompanied at the time of payment by a written
566 report, in a format acceptable to the County, setting forth the calculations Contractor used to determine the
567 amounts due and the basis for those calculations. Figures used in the report shall be taken from
568 Contractor's general books of account, and Contractor shall retain all supporting documentation in
569 accordance with the records retention requirements in Article 19.

570 4.3 Time and Method of Payment. Contractor shall pay all amounts owed under this Article without
571 prior notice or demand and without abatement, deduction, offset or credit in lawful money of the United
572 States, on or before the applicable due date, unless the due date lands on a weekend or Holiday, in which
573 case the due date shall be the next Business Day. If sent by U.S. mail, the remittance must be post-marked
574 on or before the due date. If hand-delivered, Contractor must request and receive a date-stamped receipt
575 from the County by 5:00 p.m. on the due date.

576 4.4 Late Payments. In the event Contractor fails to pay the County any amounts owed under this Article
577 on or before the applicable due date, then in addition to the amounts already owed, Contractor shall pay a
578 penalty as specified in Exhibit 5, except to the extent that such lateness is due to extenuating
579 circumstances. Contractor must submit any request for approval of a late payment in writing at least five
580 (5) Business Days prior to the date on which fees are due, and the request must be accompanied by a
581 written explanation of the extenuating circumstances and adequate supporting documentation. The County
582 shall not unreasonably withhold its approval and shall notify Contractor within three (3) business days of
583 receiving the request whether and to what extent the request has been approved. A United States Postal
584 Service postmark date shall be considered as the date of payment remittance by Contractor to County.

585 4.5 Taxes and Utility Charges. The Contractor shall pay all taxes lawfully levied or assessed upon, or
586 in respect of, the operating assets or the Collection Services, or upon any part thereof of upon any revenues
587 necessary for the operation of the operating assets and the provision of the Collection Services, when the
588 same shall become due.

589 4.6 Regulatory Fee Disputes. In the event of any disputes between the Contractor and the County with
590 respect to the fees described in this Article 4, the County shall provide the Contractor with written objection
591 within 180 days of the receipt of the written report described in Section 4.2, encompassing the dispute
592 amount. The County shall state its objections in writing with reference to the applicable portion(s) of the
593 report and its reasons then known for its dispute. The Parties agree to meet and confer regarding any such
594 dispute prior to initiating legal action.

595 Article 5. General Requirements

596 5.1 Service Standards. Contractor must perform all Collection Services under this Agreement in a
597 thorough and professional manner as described in Article 22, while meeting the minimum performance and
598 diversion standards listed in Article 14 according to the Sustainability and Compliance Plan (Exhibit 8)
599 developed by the Contractor and approved by the County.

600 5.2 Labor and Equipment. Contractor must provide and maintain all labor, equipment, tools, facilities,
601 and personnel supervision required for the performance of Contractor's obligations under this Agreement.
602 Contractor must always have sufficient backup equipment and labor to fulfill Contractor's obligations under
603 this Agreement. No compensation for Contractor's services or for Contractor's supply of labor, equipment,
604 tools, facilities, or supervision will be provided or paid to Contractor by County or by any Service Recipient
605 except as expressly provided by this Agreement.

606 5.3 Holiday Service. The County observes New Year's Day, Memorial Day, Independence Day,
607 Juneteenth (June 19th), Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Contractor is
608 not required to provide Collection Services or maintain office hours on the designated holidays. In any week
609 in which one of these holidays falls on a Work Day, SFD Collection Services for the holiday and each Work
610 Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday
611 SFD Collection Services being performed on Saturday. Collection Services will not take place on Sundays,
612 unless previously authorized by the Agreement Administrator.

613 5.4 Inspections. The County has the right to inspect Contractor's facilities or Collection Vehicles and
614 their contents used to provide services pursuant to this Agreement at any reasonable time while operating
615 inside or outside the County.

616 5.5 Recyclable Materials and Organic Waste Contamination. Contractor must offer the Service
617 Recipients the correct combination of Cart sizes and collection frequency beyond the minimum bundled
618 service requirements as necessary, that matches their unique service needs to reduce Prohibited Container
619 Contaminants in of Recyclable Materials and Organic Waste and provide service at the least cost to Service
620 Recipient. To support County's diversion goals and Contractor's Diversion Requirements as set forth in
621 Article 8, Contractor is only required to collect and process Recyclable Materials if they have been

622 separated by the Service Recipient from Refuse and Organic Waste and will only be required to collect
623 Organic Waste if it has been Source Separated by the Service Recipient from Refuse and Recyclable
624 Materials. As part of Contractor's Public Education Services under Article 17, Contractor has agreed to
625 provide outreach and support to Service Recipients as described in the Contractor's Sustainability and
626 Compliance Plan provided as Exhibit 8 and Outreach and Education Plan provided as Exhibit 9.
627 Additionally, Contractor's route collection personnel will report to Contractor's supervisors if they observe
628 Prohibited Container Contaminants, and/or insufficient collection capacity. For purposes of determining if
629 Recyclable Materials or Organic Waste are deemed to be contaminated, if, by visual or digital inspection,
630 Recyclable Materials are commingled with ten percent (10%) by weight or volume of Refuse or Organic
631 Waste, or if, by visual inspection, Organic Waste is commingled with three percent (3%) by volume of
632 Refuse or Recyclable Materials, then Recyclable Materials and/or Organic Waste will be deemed to be
633 contaminated and Contractor may take the following steps:

634 5.5.1 First and Second Occurrence. For the first and second occurrence within any one
635 Calendar Year of contamination for a particular container (i.e., Recyclable Materials or Organic
636 Waste), Contractor must collect the contaminated container (as Solid Waste) and must affix a
637 Contamination Violation Notice to the contaminated container which contains instructions on the
638 proper procedures for sorting Recyclable Materials or Organic Waste, and must notify the Service
639 Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag). For the third
640 and subsequent incidents of excess contamination, Contractor must collect the contaminated
641 container (as Solid Waste) and the Service Recipient may be charged a contamination fee for the
642 contaminated container, and Contractor may increase the Collection Container size, or require an
643 additional Collection Container. Contractor's representative must also contact the Service
644 Recipient by phone, U.S. mail, e-mail, or in person (which may be a container tag) to ensure that
645 they have the appropriate level of service for proper collection of Recyclable Materials and/or
646 Organic Waste. Contractor must also document the contamination issue in the Waste Reporting
647 System provide digital/visual documentation to the Service Recipient that clearly documents the
648 Service Recipient's on-going contamination problems.

649 5.6 Overage and Correction Procedures. If a Service Recipient is found to routinely overflow their
650 Collection Container(s) (i.e., lid will not close, material not contained within Container, etc.), Contractor may
651 take the steps as listed below to correct Service Recipient's on-going overflow of material. All Service
652 Recipients will be notified of Collection "Overages." Contractor shall provide the Service Recipients the
653 correct combination of Collection Containers and collection frequency that matches each Service
654 Recipient's unique service needs to enable clean, efficient, and cost-effective collection of Refuse,
655 Recyclable Materials, and Organic Waste. County and Contractor agree that overflow of Solid Waste that
656 is not properly in the Service Recipient's Collection Containers negatively impacts public health and safety.
657 Contractor has also agreed to conduct recycling audits and provide outreach and support to Service
658 Recipient accounts receiving the correct level of Collection Services. However, if Service Recipients are
659 found to routinely overflow their Collection Containers, Contractor may take the steps as listed below to
660 correct Service Recipient's on-going overflow of Solid Waste.

661 5.6.1 Prior Arrangements for Collection. If the Service Recipient has made prior
662 arrangements with Contractor for Collection of Solid Waste Overages, Contractor must collect such
663 Overages as arranged, and may charge the Service Recipient the Solid Waste Overage fee (prior
664 arrangement) rate set forth in Exhibit 1.

665 5.6.2 No Prior Arrangements. If the Service Recipient has not made prior arrangements
666 with Contractor for Collection of Solid Waste Overage, (i) Contractor may collect such Solid Waste
667 Overage at no additional charge as a courtesy, (ii) Contractor may not Collect the Solid Waste
668 Overage and leave a Non-Collection Notice explaining the reason for non-collection of the Solid
669 Waste Overage, (iii) Contractor may Collect the Solid Waste Overage (up to two lifts) and charge
670 the Service Recipient the Solid Waste Overage fee (no prior arrangement) rate set forth in Exhibit
671 1 as provided below, or increase the capacity or frequency of Collection of the existing Collection
672 Container(s) to match documented service needs as provided below.

673 5.6.3 SFD Service Recipients – Each Occurrence. For each occurrence Contractor will
674 not collect the Solid Waste Overage if the Collection Container could not be serviced by normal
675 operating procedures or cause spillage upon servicing and Contractor must provide the following
676 written notice via e-mail, U.S. mail, or in person (which may be by Non-Collection Notice) to the
677 Service Recipient: (i) the date, description and photograph of the Solid Waste Overage and
678 document in the Waste Reporting System. Contractor's Non-Collection Notice for SFD Service
679 Recipients shall also contain instructions on (a) how to schedule a Large Item Collection or (b)
680 request an additional Collection Container to eliminate future Overages.

681 5.6.4 MFD Service Recipients – Each Occurrence. Contractor must provide a written
682 notice on the Container, as well as provide a copy of the notice via e-mail, U.S. mail, or in person
683 (which may be by Non-Collection Notice) to the Service Recipient with the date, description, and
684 photograph of the Solid Waste Overage. Contractor may collect the Solid Waste Overage and may
685 charge the Service Recipient a Solid Waste Overage fee as set forth in Exhibit 1, and increase the
686 capacity, or collection frequency of the Collection Container to match documented service needs.
687 At least ten (10) Business Days prior to increasing the Collection Container size, or frequency of
688 Collection, Contractor's representative must also contact the Service Recipient by phone, U.S. mail,
689 e-mail or in person (which may be by Non-Collection Notice) to ensure that Service Recipient has
690 the appropriate level of service. Contractor must document overage issue in the Waste Reporting
691 System and notify County within ten (10) Business Days of any changes in Service Recipient's
692 Collection Container size or collection frequency. The increased capacity or collection frequency
693 will remain in effect until Contractor determines that it is no longer needed to prevent Overages,
694 which may be longer than the one Calendar Year stated above. Such determination will be in
695 Contractor's sole but reasonable discretion and will be subject to the dispute resolution procedure
696 set forth below. County will consider, and pursue as applicable, appropriate legal remedies against
697 offending Service Recipients to secure discontinuance of the overages.

698 5.7 Tracking Occurrences of Solid Waste Overage. After twelve (12) months have passed from the last
699 applicable Solid Waste Overage occurrence, the next Solid Waste Overage occurrence will be deemed a
700 first Solid Waste Overage occurrence.

701 5.8 Disputes Over Container Overflow Charges. If Service Recipient disputes a Solid Waste Overage
702 charge or container size or collection frequency change within 30 days of the disputed action, Contractor
703 must temporarily halt Solid Waste Overage charge and/or increased Maximum Service Rate resulting from
704 increasing the Collection Container size or collection frequency, and Contractor may request a ruling by the
705 County Administrator to resolve the dispute. During the pendency of any request, Contractor may restore
706 Container size or number, or collection frequency, to the prior levels. A request by Contractor to the County
707 Administrator to rule on any such dispute must be filed within ten (10) Business Days of Contractor's halting
708 of Solid Waste Overage charge, or increased Maximum Service Rate, and must include written
709 documentation and digital/visual evidence of ongoing overall problems. The County Administrator may
710 request a meeting (in person or phone) with both the Service Recipient and Contractor to resolve the
711 dispute. Following such a meeting, the County Administrator will rule on the dispute within ten (10) Business
712 Days, and the County Administrator's decision on resolving the dispute between and Service Recipient will
713 be final. If the County Administrator rules in favor of the Service Recipient, Contractor must credit the
714 disputed charge or increased Maximum Service Rate. If the County Administrator rules in favor of
715 Contractor, Contractor may charge Service Recipient the prior halted Solid Waste Overage charge and/or
716 increased Maximum Service Rate resulting from increasing the Solid Waste Collection Container size or
717 collection frequency and may follow the steps in Section 7.6 for collection of delinquent accounts.

718 5.9 Ownership of Materials. Except as provided otherwise under Applicable Law, title to Residential
719 Solid Waste will pass to Contractor at such time as said materials are set out for Collection.

720 5.10 Spillage and Litter. Contractor may not litter Service Recipient premises in the process of providing
721 Collection Services or while its vehicles are on the road. Contractor must transport all materials Collected
722 under the terms of this Agreement in such a manner as to prevent the spilling or blowing of such materials
723 from Contractor's vehicles. Contractor must exercise all reasonable care and diligence in providing
724 Collection Services to prevent spilling or dropping of Solid Waste and must immediately, at the time of
725 occurrence, clean up such spilled or dropped Solid Waste.

726 5.10.1 Contractor is not responsible for cleaning up sanitary conditions caused by the
727 carelessness of the Service Recipient, the County, or third party; however, Contractor must clean
728 up any material or residue that is spilled or scattered by Contractor or its employees.

729 5.10.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting
730 from Contractor's operations or equipment repair must be covered immediately with an absorptive
731 material and removed from the street surface. Contractor must document spillage in the Waste
732 Reporting System and notify County's stormwater compliance coordinator, and County
733 Administrator within ninety (90) minutes of any spills resulting from Contractor's operations or
734 equipment. When necessary, Contractor must apply a suitable cleaning agent and cleaning
735 technique to the street surface to provide adequate cleaning as approved by the County's
736 stormwater compliance coordinator to be compliant with the County's stormwater permit.

737 5.10.3 The above paragraphs notwithstanding, Contractor must clean up any spillage or
738 litter caused by Contractor within ninety (90) minutes upon notice from the County. If County deems
739 necessary, Contractor must engage third-party environmental clean-up specialist to remove any

740 equipment oil, hydraulic fluids, or any other liquid or debris that remains on street after Contractor's
741 own clean-up efforts. If clean-up is not conducted to satisfaction of County, County has right to
742 engage environmental clean-up specialist to perform additional clean-up work at the expense of
743 Contractor.

744 5.10.4 In the event where damage to County streets is caused by a hydraulic fluid spill
745 (i.e., any physical damage more than a simple cosmetic stain caused by the spill), Contractor shall
746 be responsible for all repairs to return the street to the same condition as that prior to the spill.
747 Contractor shall be responsible for all clean-up activities related to the spill. Repairs and clean-up
748 shall be performed in a manner satisfactory to the County and at no cost to the County.

749 5.10.5 To facilitate immediate cleanup, Contractor's vehicles must always carry enough
750 petroleum absorbent materials along with a broom and shovel.

751 5.11 Green and Organic Waste Capacity. Contractor shall guarantee capacity for all County Green and
752 Organic Waste at facilities selected by Contractor for the term of the Agreement using a legally permitted
753 facility. Capacity shall be provided to meet the requirements under Applicable Law (see SB 1383).

754 5.12 Regulations and Record Keeping. Contractor must comply with emergency notification procedures
755 required by Applicable Laws and regulatory requirements. All records required by regulations must be
756 maintained at Contractor's facility. These records must include waste manifests, waste inventories, waste
757 characterization records, inspection records, incident reports, and training records.

758 5.13 Commingling of Materials. In order to reduce carbon footprints and operate with maximum
759 efficiency, if a Collection Service route spans multiple jurisdictions, Contractor may elect to commingle any
760 materials Collected pursuant to this Agreement, as long as such commingling does not constitute or cause
761 a violation of any applicable flow control, with any other material Collected by Contractor inside or outside
762 the Service Area, provided that only materials Collected by Contractor of the same type are commingled
763 with each other except to the extent the Agreement Administrator allows the commingle of materials of
764 different types. Contractor shall allocate the tonnage shares between jurisdictions as follows: (i) calculate
765 the total local cart, bin, and roll-off capacity for each jurisdiction on the given Solid Waste route ("Local
766 Capacity"), (ii) divide the Local Capacity in each jurisdiction by the total capacity of all jurisdictions
767 participating in the given Solid Waste route ("Local Share"), and (iii) multiply the Local Share by the total
768 load collected and reported by a Disposal Facility, Materials Recovery Facility, or Organic Waste
769 Processing Facility, as applicable. By way of illustration, assume an Organic Waste route provides service
770 to 50 accounts, with a total of 2,450 organic gallons across all accounts, and the weight ticket from a given
771 Organic Waste Processing Facility reports a total load of 4.52 tons. Further, assume City A has 25 accounts
772 with a Local Capacity of 1,200 organic gallons, City B has 15 accounts with a Local Capacity of 700 organic
773 gallons, and City C has 10 accounts with a Local Capacity of 550 organic gallons. Accordingly, the Local
774 Share of City A is 49% (1,200 / 2,450), the Local Share of City B is 29% (700 / 2,450), and the Local Share
775 of City C is 22% (550 / 2,450). With total tons of 4.52, City A will be allocated 2.21 tons (49% x 4.52), City
776 B will be allocated 1.31 tons (29% x 4.52), and City C will be allocated 1.00 ton (22% x 4.52). These
777 tonnages will be reported to each of the three cities in their individual tonnage reports.

778

Article 6. Maximum Service Rates

779 6.1 Maximum Service Rates. Contractor shall charge and collect from its Service Recipients for regular
780 Collection Service and Special Services amounts not to exceed the Maximum Service Rates for said
781 services set forth in Exhibit 1, including providing all free and discounted services identified in Exhibit 1 for
782 which the Service Recipient qualifies. Contractor shall not impose, offer, collect, or attempt to collect any
783 rate, fee, charge, or cost exceeding the Maximum Service Rates set forth in Exhibit 1 for the corresponding
784 service. Additional charges for Collection Services not specifically listed in Exhibit 1 must first be submitted
785 by Contractor in writing to the Director and approved in writing by the Director prior to the Contractor's
786 implementation of such charges. Contractor shall itemize all rates and charges on its Service Recipients'
787 bills to allow the Service Recipient to see individual charges as outlined in Exhibit 1. Contractor shall
788 cooperate with County efforts to implement pricing incentives for Service Recipients encouraging the
789 separation of Recyclable Materials from Refuse and discouraging Disposal.

790 6.2 Service Recipient Discount Program. In exchange for the goodwill of the County and the public,
791 Contractor voluntarily agrees to discount the rate it charges for Collection Services provided to eligible SFD
792 Service Recipients (the "Discount") and that the Discount shall neither impact the Maximum Service Rates
793 nor be otherwise paid for or subsidized by any other Service Recipients. Contractor shall make the Discount
794 available to any person who demonstrates to the Contractor annually, through appropriate documentation,
795 that they are 62 years of age or older and enrolled in the SoCal Edison CARE Program or the SoCal Gas
796 CARE Program. Contractor shall provide the County and all persons in the County then currently subscribed
797 Contractor's Discount rate program describing and explaining how to qualify for and receive the Discount.
798 Contractor shall thereafter advertise the availability of the program on its website throughout the Term of
799 this Agreement and at least once per year by direct notice to all SFD Service Recipients.

800 6.3 Pre-payment Discount. Contractor will provide a one-month discount to the total annual bill for all
801 SFD Service Recipients who pre-pay their bill on an annual basis.

802 6.4 Maximum Service Rate Adjustments. The Maximum Service Rates in Exhibit 1 shall be adjusted
803 on January 1, 2025, and annually thereafter in accordance with this Section 6.4, and will consist of the
804 following elements: "Annual Inflation Adjustment" and "Regulatory Fee Adjustments," as specified in
805 Sections 6.4.1 and 6.4.2.

806 6.4.1 Annual Inflation Adjustment. The Maximum Service Rates in Exhibit 1 shall be
807 adjusted on January 1, 2025, and annually thereafter. Provided Contractor is not in default of this
808 Agreement as specified in Article 26, the below-described annual inflation adjustment will be
809 automatically applied to the Maximum Service Rates listed in Exhibit 1. The annual inflation
810 adjustment shall be calculated by the County using the U.S. Bureau of Labor Statistics, Consumer
811 Price Index, A Garbage and Trash Collection in U.S. City Average, All Urban Consumers, Not
812 Seasonally Adjusted. The annual inflation shall be based on one hundred percent (100%) of the
813 annual percentage change (up or down) in the twelve (12) month average CPI ending September
814 of the most recent year (regardless of whether a projection is deemed "preliminary"), and the twelve

815 (12) month average CPI ending September of the preceding year. An example rate adjustment
816 calculation worksheet is included as Exhibit 11.

817 6.4.2 Regulatory Fee Adjustments. Any change in County Regulatory Fees shall
818 become ~~effective~~ effective on January 1 of the year following the Board approval of the change, and shall
819 be applied by County to County's Maximum Service Rate adjustments and all charges for Special
820 Services listed on Exhibit 1. The Director shall calculate these Maximum Service Rate adjustments
821 based on the methodology shown in Exhibit 11.

822 6.5 Annual Rate Cap on Maximum Service Rates. In any Rate Year that the calculation of the CPI
823 exceeds four percent (4%), the total CPI adjustment for that year will equal four percent (4%) and there will
824 be no rollover amount added to the CPI rate adjustment percentage in the following year, or any subsequent
825 year If the CPI is negative (after accounting for any applicable rollover percentages from prior years), there
826 will be no CPI adjustment for that year.

827 6.6 Unusual and Unanticipated Costs. The Contractor may petition the County for consideration of a
828 review of Maximum Service Rates if circumstances arise, other than a Change in Law, that could not have
829 been predicted or foreseen as of the Effective Date which result in significant, uncompensated cost
830 increases to the Contractor regarding the provision of Collection Services. Such unusual and unanticipated
831 costs may include, but are not limited to: (1) proposed changes in the Contractor's level of service under
832 this Agreement required by the County; (2) a significant increase in costs or expenses that arise out of
833 causes beyond the control, or without the fault or negligence of the Contractor, that are not caused by a
834 Change in Law; (3) changes in technology that significantly modify the intention and circumstances which
835 have a direct bearing on the costs of services provided by Contractor hereunder; and (4) the enactment of
836 any new, or the increase of any existing, governmental regulatory fees or costs that cannot be addressed
837 by adjusting the Maximum Service Rates pursuant to Section 6.4. To request such a change, Contractor
838 shall petition the County by providing the Director with a written explanation and all documentation
839 supporting its request for a Maximum Service Rate adjustment. The Director shall issue a written decision
840 that either approves, denies, or approves a modified Maximum Service Rate adjustment in response to
841 Contractor's request. Contractor may thereafter appeal Director's decision to the Board by providing
842 Director a written appeal notice within ten (10) calendar days after the decision, after which date the decision
843 shall become final and non-appealable. In the event of an appeal to the Board, the Board may either
844 approve, deny, or approve a modified Maximum Service Rate adjustment. The Board's resulting decision
845 shall be final, non-appealable, and shall not be subject to arbitration pursuant to Section 26.7.

846 6.7 County Review. The County may initiate a Maximum Service Rate review pursuant to the factors
847 set forth in Section 6.6. The County will provide written notice to the Contractor if such a rate review is being
848 initiated. The Contractor shall provide all written explanation and documentation deemed necessary by the
849 County to complete its rate review within sixty (60) days of the date that the County provided its written
850 notice to the Contractor. The Director shall issue a written decision regarding the potential Maximum
851 Service Rate adjustment. Contractor may appeal Director's decision to the Board by providing Director a
852 written appeal notice within ten (10) calendar days after the Director's decision, after which date the decision
853 shall become final and non-appealable. In the event of an appeal to the Board, the Board may either
854 approve, deny, or approve a modified Maximum Service Rate adjustment. The Board's resulting decision

855 shall be final, non-appealable, and shall not be subject to arbitration pursuant to Section 26.7. The existing
856 Maximum Service Rates shall remain effective unless and until the County issues a final, non-appealable
857 decision regarding an adjustment in accordance with this Section. Any Maximum Service Rate adjustment
858 approved pursuant to this Section may only be implemented by Contractor effective on January 1 of the
859 calendar year following the date of the final, non-appealable County decision approving the adjustment.

860 6.8 Notice to Service Recipients. Prior to the implementation of any Maximum Service Rate adjustment
861 the Contractor shall provide a minimum of fifteen (15) days written notice to all affected SFD and MFD
862 Service Recipients. At a minimum, this notice, approved by County as to form and content, must include
863 the following: (1) a list of all new rates and applicable levels of service; (2) the date upon which the new
864 rates will be effective; (3) information about alternative levels of service available, including, but not limited
865 to, varying container sizes for Refuse; (4) discount availability under Section 6.2 of this Agreement for those
866 qualified Service Recipients enrolled in SoCal Edison CARE Program or the SoCal Gas CARE Program;
867 and (5) a customer service telephone number.

868 6.9 Rounding. Adjustments to the overall Maximum Service Rates shall be made only in units of one
869 cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in adjusting. CPI indices shall
870 be rounded at two (2) decimal places for the adjustment calculations.

871 6.10 Five Year Meet and Confer. Upon request by the County and/or Contractor, both parties agree to
872 meet and confer on, or about, five (5) years from the Commencement Date regarding material changes in
873 the cost of providing services that are substantially more than the rate adjustments resulting from the
874 application of this Article. If it is determined a material change in the cost of providing a service has occurred,
875 the County and Contractor agree to negotiate in good faith regarding an appropriate adjustment to the rate.
876 The process for demonstrating material changes in the cost of providing services shall follow the same
877 process as outlined in Sections 6.6 and 6.7

878 Article 7. Collection Service Billing

879 7.1 Responsibility for Collection Service Billing and Collection. Contractor shall be solely responsible
880 for the billing and collecting payments for the services it provides within the Service Area.

881 7.2 Invoices. Contractor shall prepare and send out invoices, by either U.S. mail or electronic mail, to
882 each Service Recipient in advance of all services provided by Contractor under this Agreement. If sent by
883 mail, invoices for each billing period shall be placed in a separate envelope accompanied by a self-
884 addressed return envelope. All invoices shall include Contractor's e-mail address include directions for
885 payment by payment by check, credit card, or Automated Clearing House (ACH) debit, and shall include or
886 be accompanied by a complete billing statement showing all charges and all services provided. County
887 shall have the right to direct Contractor to revise the format of all invoices and billing statements upon
888 reasonable notice to Contractor.

889 7.3 Frequency. Contractor shall not initiate billing to any Service Unit sooner than the first day of the
890 service period of Collections Services covered by the invoice. Contractor shall invoice Service Recipients
891 once every month for MFD Service Units and once every two months for SFD Service Units. No invoice

892 shall be due and payable sooner than the last day of the respective month or Quarter for which Collection
893 Services are provided.

894 7.4 Partial Month Service. If, during a month, a Service Unit is added to, or deleted from, Contractor's
895 Service Area, Contractor shall prorate billing to the Service Recipient on a weekly basis, meaning one-
896 fourth of the applicable rate found in Exhibit 1 multiplied by the number of weeks of service provided by
897 Contractor.

898 7.5 Overpayments. Contractor shall refund or issue a service credit for overpayments by Service
899 Recipients no later than 30 days after Contractor discovers or is notified of the overpayment. Contractor
900 shall refund every overpayment that: (1) exceeds two hundred dollars (\$200.00) or the amount of Service
901 Recipient's typical invoice, whichever is less; or (2) is due to the Service Recipient closing the account prior
902 to the end of the billing period. Contractor may issue a service credit of no more than two (2) years against
903 future invoices for all other overpayments.

904 7.6 Delinquent Service Accounts. Upon request, Contractor shall report all Service Recipients whose
905 accounts are delinquent by more than ninety (90 days) to the Agreement Administrator on a monthly basis.

906 7.7 Contractor's Reservation of Legal Rights and Remedies. Notwithstanding any other provision of
907 this Article, Contractor reserves its right to, and may take such action as is legally available to Contractor,
908 to collect or cause collection of past due invoice amounts; provided, however, that Contractor shall never
909 discontinue Collection Services to any Service Unit except upon thirty (30) days prior written notice to both
910 the Service Recipient and the Agreement Administrator. Contractor may send a written notice to Service
911 Recipient regarding payments of Billings during the billed service period.

912 Article 8. Diversion Requirements

913 8.1 Warranties and Representations. Contractor warrants that it is aware of and familiar with County's
914 waste stream in the Service Area, and that it has the ability, and shall use commercially reasonable efforts
915 to provide and employ sufficient programs and services to ensure County will meet or exceed County's
916 Diversion goals requirements (including, without limitation, amounts of Solid Waste to be Diverted, time
917 frames for Diversion, and any other requirements) as set forth in this Article, Applicable Law, and that
918 Contractor will do so without imposing any costs or fees other than those set forth in Exhibit 1, as may be
919 adjusted as provided in Sections 6.6 or Article 27.

920 8.2 Minimum Diversion Requirements. Contractor, as pertaining to the Service Area, shall comply with
921 all waste diversion requirements set forth in County Code Section 4770-1, as may be amended. Contractor
922 shall also comply in the Service Area with all diversion requirements under Applicable Law (including, but
923 not limited to those set forth in AB 341, AB 1826, and SB 1383).

924 8.3 Cooperation. County and Contractor shall, with respect to the Service Area, each reasonably
925 cooperate in good faith with all efforts of the other Party to meet County's Diversion requirements under
926 Applicable Law and the Contractor's obligations under this Article. County's obligations in this regard shall
927 include, without limitation, making such petitions and applications as may be reasonably requested by

928 Contractor for time extensions in meeting Diversion goals, or other exceptions from the terms of Applicable
929 Laws, and to agree to authorize such changes to Contractor's Recycling, Organic Waste, or Solid Waste
930 programs as may be reasonably requested by Contractor to achieve the minimum requirements of this
931 Article.

932 8.4 Contractor's Diversion Programs. Contractor shall implement the Diversion programs required
933 under this Agreement to ensure the County and Contractor comply with all Diversion requirements under
934 Applicable Law and the County meets or exceeds all minimum Diversion requirements under Applicable
935 Law, in the Service Area. Contractor shall furthermore, at its sole cost and expense, as it pertains to the
936 Service Area (1) assist the County in responding to inquiries from, or prepare for and attend any hearing
937 before, CalRecycle or any other regulatory agency relating to the County's compliance with Applicable Law;
938 prepare for and participate in CalRecycle's review of the County's SRRE; apply for any extension available
939 under Applicable Law; develop and implement a public awareness and education program consistent with
940 the County's SRRE and Household Hazardous Waste Element and any related requirements of Applicable
941 Law; (2) provide the County with Recycling, source reduction, and other technical assistance as may be
942 needed to comply with Applicable Law; (3) advise the County of additional programs or measures
943 Contractor can, if authorized by the County, implement to increase compliance with the Diversion
944 requirements of Applicable Law; and (4) promptly pay any and all fees, penalties, or other costs imposed
945 on the County by CalRecycle relating to its Diversion requirements, and indemnify and hold harmless the
946 County from and against any fines, penalties, or other liabilities, levied against the County for violation of
947 such Diversion requirements to the fullest extent allowed by law.

948 8.5 New Diversion Programs. If Contractor fails to meet any Diversion requirement or the County fails
949 to meet any CalRecycle Diversion requirement notwithstanding Contractor's implementation of all Diversion
950 and public education programs as required by this Agreement in the Service Area, the County may direct
951 Contractor to modify its Diversion and public education programs or implement new programs. Such
952 modifications may constitute a County-Directed Change under Section 27.1. Contractor shall not
953 implement new Diversion programs not described in this Agreement without the County's prior consent.

954 8.6 Nothing contained herein shall prohibit Contractor from meeting its diversion requirements by any
955 alternative methods or procedures, provided it complies with Applicable Law (including, but not limited to,
956 those requirements set forth in AB 939, AB 341, AB 1826, AB 1594, SB 1016, SB 1383), as may be
957 amended from time to time. Contractor's ability to meet its diversion requirements by alternative methods,
958 per this Section, is subject to Agreement Administrator review and approval.

959 Article 9. Service Units

960 9.1 Service Units. Service Units include all SFD and MFD Premises in the Service Area as of January
961 1, 2024 and all such premises which may be added to the Service Area by means of annexation, new
962 construction, or as otherwise set forth in this Agreement during the Term.

963 9.2 Service Unit Changes. County and Contractor acknowledge that, during the Term, it may be
964 necessary or desirable to add or delete Service Units for which Contractor will provide Service.

965 9.3 Additions and Deletions. Contractor must provide services described in this Agreement to new
966 Service Units in Contractor's Service Area within five (5) Work Days of receipt of notice from County or the
967 new Service Unit to begin such Service.

968 9.4 Annexation. If, during the Term, additional territory within or adjacent to the Contractor's Service
969 Area is acquired by County through annexation, subject to the requirements of Public Resources Code
970 section 49520, Contractor agrees to provide Collection Services in such annexed area in accordance with
971 the provisions and Maximum Service Rates set forth in this Agreement after termination of the former
972 contractor's rights to provide service have been exhausted. Such Collection Services must begin within five
973 (5) Work Days of receipt of written notice from County. Contractor may not begin Collection Service without
974 written authorization from County.

975 Article 10. SFD Service

976 10.1 SFD Conditions of Service. Except as set forth below, Contractor must provide SFD Collection
977 Services to all SFD Units in the Service Area, including all MFD Units subscribed to Cart Collection Service.
978 The SFD Services are governed by the following terms and conditions.

979 10.2 Curb Service. Except for Service Recipients choosing to receive Bins for service, Contractor must
980 provide SFD Collection Service to all SFD Service Units in the Service Area whose SFD Solid Waste is
981 properly containerized in Refuse Carts, Recyclable Materials are properly containerized in Recycling Carts,
982 and Organic Wastes are properly containerized in Organic Waste Carts, except as set forth in Section
983 10.16.3, where the Refuse, Recycling, and Organic Waste carts have been placed within three (3) feet of
984 the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location
985 agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility by Contractor's
986 Collection crew and vehicle.

987 10.3 Bundled SFD Cart Service. Contractor will use a weekly "Bundled" SFD Solid Waste Collection
988 Service system with one (1) 96-Gallon Black or Grey Refuse Cart, one (1) 96-Gallon Blue Recycling Cart,
989 and one (1) 96-Gallon Green Organic Waste Cart as part of the base SFD Solid Waste Collection Service.
990 SFD Service Recipients shall receive one additional Recycling Cart to be included at no additional cost, if
991 requested. Refuse Carts with a capacity of 32-Gallon or 64-Gallon for Refuse may be requested by Service
992 Recipients with space constraints. Pricing for downsizing Carts, or additional Carts, relative to the base
993 Bundled Service, are included in Exhibit 1.

994 10.4 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor
995 must provide either drive-in service by servicing containers on premises, or walk-in service by placing
996 containers curbside for service and returning containers to an agreed-upon place on premises following
997 service. Collection of SFD Refuse, Recycling, and Organic Waste on the SFD Service Recipients premises
998 to an SFD Service Unit shall be provided as follows:

999 10.4.1 At No Additional Cost to the SFD Service Unit. SFD Service Units where all adult
1000 Service Recipients residing therein have disabilities preventing the placement of Refuse, Recycling

1001 or Organic Waste Cart at the curb for Collection, and if a request for on-premises service has been
1002 made.

1003 10.4.2 At Additional Cost to the Service Recipient. Contractor must provide on-premises
1004 Collection Service on the same Work Day that curbside Collection would otherwise be provided to
1005 the SFD Service Unit, upon a request for on-Premises service.

1006 10.4.2.1 SFD Service Units where topography, steep driveways, below grade
1007 dwellings, or limited access to public streets prevents the SFD Service Recipient from setting
1008 their Refuse, Recycling or Organic Waste Cart at the curb for Collection (or at some other
1009 location as agreed to by both the Contractor and the SFD Service Recipient), as determined
1010 by the County and agreed by the Contractor, and if a request for on-Premises service has been
1011 made.

1012 10.4.2.2 SFD Service Units inaccessible by standard 3 or 4 axle Collection
1013 Vehicles, as determined by the Contractor and agreed by the County. Stinger/scout truck
1014 services shall be provided to retrieve Collection Containers from locations with accessibility
1015 constraints that make Containers difficult or impossible to access using regular refuse
1016 collection trucks.

1017 10.4.2.3 Contractor must offer "push services" to SFD Service Recipients, other
1018 than those listed above, on a subscription basis upon request for the Maximum Service Rate
1019 set forth in Exhibit 1. Push services include, but are not limited to, dismounting from the
1020 Collection Vehicle, moving the Collection Containers from their storage location for Collection
1021 and returning the Collection Containers back to their storage location.

1022 10.5 Frequency and Scheduling of Service. SFD Collection Service must be provided a minimum of one
1023 (1) time per week on a scheduled route basis. SFD Collection Service must be scheduled to ensure all
1024 Service Units receive Refuse Collection Service, Recycling Collection Service, and Organic Waste
1025 Collection Service on the same Work Day. SFD Collection Service must be provided, commencing no
1026 earlier than 6:00 a.m. and terminating no later than 6:00 p.m., Monday through Saturday, except for
1027 Holidays in accordance with Section 5.3. The hours, day, or both, of Collection may be extended due to
1028 extraordinary circumstances or conditions with the prior verbal or written consent of the Agreement
1029 Administrator.

1030 10.6 Manner of Collection. The Contractor must provide Collection Service with as little disturbance as
1031 possible and must leave any Refuse, Recycling or Organic Waste Cart in an upright position at the same
1032 point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.
1033 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1034 private property and may not trespass nor cross property to the adjoining Premises unless the occupant or
1035 owner of both properties has given permission. Care should be taken to prevent damage to property,
1036 including flowers, shrubs, and other plantings.

1037 10.7 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must show a
1038 purchase order indicating new Carts have been ordered that comply with Collection Container specifications
1039 in Exhibit 3. New Carts must be distributed to all Service Recipients no later than December 31, 2024.
1040 However, at no point during the Term will Contractor allow a Service Recipient to be without a Cart for more
1041 than five (5) Work Days. Kitchen Food Waste Pails will be purchased by the County, stored by the
1042 Contractor, and distributed by the Contractor upon request by the Service Recipient, with a limit of one per
1043 household.

1044 10.8 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts by
1045 unnecessary rough treatment. However, any Cart damaged by the Contractor must be replaced by
1046 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1047 Recipient.

1048 10.8.1 Upon notification to Contractor by County or a Service Recipient that the Service
1049 Recipient's Cart(s) was stolen or damaged beyond repair through no fault of Contractor, Contractor
1050 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor
1051 must maintain records documenting all Cart replacements occurring and report through the Waste
1052 Reporting System monthly.

1053 10.8.2 Each Service Recipient is entitled to the replacement of one (1) lost, destroyed, or
1054 stolen Cart every ten (10) years during the life of this Agreement at no cost to the Service Recipient.
1055 Except in the case of a Cart that must be replaced because of damage caused by Contractor or in
1056 the case where Contractor elects to replace a Cart rather than repair it on-site, Contractor will be
1057 compensated for the cost of those replacements in excess of one (1) per type of Cart per Service
1058 Recipient during the term of the Agreement, in accordance with the "Cart Exchange" Service Rate
1059 set forth in Exhibit 1, or as may be adjusted by the County from time to time as provided under this
1060 Agreement.

1061 10.8.3 Contractor understands and agrees that this provision is intended to be applied on
1062 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could
1063 receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the
1064 term of the contract.

1065 10.9 Repair of Refuse, Recycling and Organic Waste Carts. Contractor is responsible for the repair of
1066 Carts, including but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification
1067 by the County or a Service Recipient of the need for such repairs, Contractor must repair the Cart or if
1068 necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1069 10.10 Cart Exchange. Upon notification to Contractor by County or a Service Recipient that a change in
1070 the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5)
1071 Work Days. Each SFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year
1072 during the term of this Agreement for moving to a larger Cart size. Each SFD Service Unit is eligible to
1073 receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for moving to a
1074 smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those exchanges

1075 exceeding one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with
1076 the "Cart Exchange" Service Rate as set forth in Exhibit 1 or as may be adjusted by this Agreement.

1077 10.11 Additional Cart Request. Upon notification to the Contractor by County or a Service Recipient that
1078 additional Black or Grey Carts for Refuse, Blue Carts for Recyclable Materials, or Green Carts Organic
1079 Waste are requested, Contractor shall deliver such Carts to such Service Recipient within five (5) Work
1080 Days, at the rate set forth in Exhibit 1.

1081 10.12 Cleaning of Collection Containers. Once each Calendar Year, if requested by the SFD Service
1082 Recipient, Contractor must clean all Collection Containers at the SFD's Premises or must replace the dirty
1083 Collection Containers with clean Collection Containers. Any Collection Container cleanings must be done
1084 in such a manner that results in no water entering the County's storm drain system. This service must be
1085 provided at no charge to the Service Recipient, so long as the service is not requested more than once per
1086 Calendar Year. In addition, regardless of whether this cleaning is requested by the Service Recipient,
1087 Contractor will ensure that all Collection Containers are cleaned on an as-needed basis so as to maintain
1088 a clean appearance and proper function. Additional cleanings beyond once each Calendar Year will be
1089 subject to the Service Rate set forth in Exhibit 1.

1090 10.13 Removal of Graffiti from Containers. Contractor must remove any graffiti within fourteen (14) days
1091 of being notified of, or seeing, graffiti on a container.

1092 10.14 SFD Refuse Service. This service is governed by the following terms and conditions:

1093 10.14.1 Non-Collection. Contractor is not required to Collect any Refuse not placed in a
1094 Refuse Cart unless otherwise required under this Agreement.

1095 10.14.2 Disposal Facility. Except as set forth below, all Refuse Collected resulting from
1096 performing Collection Services must be transported to and disposed at legally permitted Disposal
1097 Facilities. All Refuse Collected from the following specified portions of the Central Service Area
1098 (former Service Area 5 only), Southwest Service Area (former Service Areas 9, 10, 15, & 16) and
1099 Southeast Service Area (former Service Areas 11-14) shall be delivered to the Simi Valley Landfill
1100 for disposal or diversion as appropriate, provided said facility is legally permitted to provide such
1101 services. Former Service Areas are depicted on Exhibit 12. In the event a Disposal Facility is closed
1102 on a Work Day, Contractor must transport and dispose the Refuse at another legally permitted
1103 Disposal Facility. Failure to comply with this provision will result in the levy of a penalty as specified
1104 in Exhibit 5 and may result in Contractor being in default under this Agreement.

1105 10.15 SFD Recycling Service. This service is governed by the following terms and conditions:

1106 10.15.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1107 placed beside the Recycling Cart if flattened.

1108 10.15.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1109 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from
1110 Solid Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable

1111 Materials that are contaminated through commingling with Solid Waste or Organic Waste. To
1112 address contamination, Contractor must follow the steps set forth in Section 5.5.

1113 10.15.3 Materials Recovery Facility. Except as provided in Section 5.5, all collected
1114 Recyclable Materials must be delivered to a legally permitted Materials Recovery Facility. Failure
1115 to comply with this provision will result in the levy of a penalty as specified in Exhibit 5 and may
1116 result in Contractor being in default under this Agreement. All expenses related to materials
1117 processing and marketing will be the sole responsibility of Contractor. County has the right to
1118 designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect any
1119 direct cost caused by the County's exercise of flow control rights.

1120 10.15.4 Move In/Out Collection Service. Within three (3) months of opening a new account,
1121 at no additional charge, each SFD Service Recipient may request that Contractor provide one on-
1122 call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials such
1123 as flattened cardboard boxes and bundled newspaper and packaging foam. This will be offered as
1124 a one-time service for each new account. This service shall only include Recyclable Materials, and
1125 if the Service Recipient includes Refuse in the materials set out for Collection by Contractor, this
1126 service shall be counted as one of the SFD Service Recipient's free annual Large Item Collections
1127 as set forth in Section 10.17.

1128 10.15.5 Recycling - Changes to Services. Should changes in Applicable Law arise that
1129 necessitate any additions or deletions to the services described in this Section, including the type
1130 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes
1131 and will enter into an Agreement amendment covering such modifications to the services to be
1132 performed and the compensation to be paid in accordance with Article 27 before undertaking any
1133 changes or revisions to such services.

1134 10.16 SFD Organic Waste Collection Service. This service is governed by the following terms and
1135 conditions:

1136 10.16.1 Organic Waste Processing Services. Contractor must ensure all Organic Waste
1137 Collected pursuant to this Agreement is diverted from the landfill in accordance with Applicable
1138 Law, as may be amended from time to time. Contractor must ensure Organic Waste Collected
1139 pursuant to this Agreement is not disposed in a landfill, except for residue resulting from processing.
1140 If the organics processing facility accepts bagged Organic Waste, the Contractor is obligated to
1141 accept bagged Organic Waste. If Contractor initially intends to collect Food Waste in bags,
1142 Contractor must, always, be prepared to accept Food Waste loose (without bagging) at the direction
1143 of the County.

1144 10.16.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1145 Waste to a legally permitted Organic Waste Processing Facility or a legally permitted Transfer
1146 Station. All expenses related to Organic Waste processing and marketing will be the sole
1147 responsibility of Contractor. Failure to comply with this provision will result in the levy of a penalty
1148 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement. County

1149 has the right to designate Organic Waste Processing Facility and agrees to adjust Maximum
1150 Service Rates to reflect any direct cost caused by the County's exercise of flow control rights.

1151 10.16.3 Holiday Tree Collection. Contractor must Collect Holiday Trees (whole, and free
1152 from ALL decorations & lights) set out at the curb for Collection during the three-week period
1153 beginning December 26th each year during the term of this Agreement. Contractor must deliver
1154 the Collected Holiday Trees to a legally permitted Organic Waste Processing Facility for Diversion
1155 through uses other than Alternative Daily Cover or Beneficial Use. This annual service will be
1156 provided at no additional charge to the Service Recipient. Contractor is not required to divert
1157 Holiday Trees with tinsel, flocking or ornaments. In addition to Holiday Tree Collection, at no
1158 additional cost to Residential Service Recipient, Contractor shall collect up to two (2) fifty-gallon
1159 bags of post-holiday Solid Waste during the three-week period beginning December 26th.

1160 10.16.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service
1161 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials.
1162 Furthermore, Contractor is not required to Collect Organic Wastes that are contaminated through
1163 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in
1164 accordance with Section 5.5.

1165 10.16.5 Home Compost Bins. Contractor shall store, promote, and distribute a maximum
1166 of five hundred (500) Home Compost Bins per Calendar Year, with "up to" an additional one
1167 thousand (1,000) more bins available in the initial year of the contract, if there is significant demand,
1168 to be used by Service Recipients to compost Organic Waste. Contractor is responsible for purchase
1169 of Home Compost Bins delivered to Contractor's place of storage.

1170 10.17 SFD Large Item Collection Service. This service is governed by the following terms and conditions:

1171 10.17.1 Conditions of Service. Contractor must provide Large Item Collection Service to all
1172 SFD Service Units in the Service Area whose Bulky Items have been placed within three (3) feet
1173 of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such
1174 location agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility
1175 by Contractor's Collection crew and vehicle. Up to four (4) times per Calendar Year each Service
1176 Recipient is entitled to receive large item disposal amounting to a combined annual maximum of
1177 the equivalent of (a) 1.5 cubic yards of uncontainerized Solid Waste, or (b) three (3) bulky items,
1178 or (c) ten (10) 32-gallon bags at no additional cost and expense. Contractor's collection of Bulky
1179 Items shall occur no later than five (5) business days following the request for collection at a time
1180 that is convenient for the Contractor. For subsequent collection in any Calendar Year, the
1181 Contractor shall receive compensation from the Service Recipient at the rate for such service as
1182 set in Exhibit 1.

1183 10.17.2 Frequency of Service. Bulky Item Collection Service will be provided on the next
1184 regular Collection day, if the request is received at least two (2) Work Days in advance of the next
1185 regular Collection day. The Service Recipient may not intentionally commingle residential Bulky
1186 Items with other waste generated at Residential Premises.

1187 10.17.3 Bulky Items Containing Freon. In the event Contractor Collects Bulky Items
1188 containing Freon, Contractor must handle such Bulky Items in a manner such that the Bulky Items
1189 are not subject to regulation as hazardous waste under Applicable Law.

1190 10.17.4 Maximum Reuse and Recycling. Contractor must dispose of Bulky Items collected
1191 from Service Units pursuant to this Agreement in accordance with the following hierarchy: Reuse
1192 as is (where energy efficiency is not compromised), Disassemble for reuse or Recycling, Recycle,
1193 Disposal.

1194 10.17.5 Disposal of Bulky Items. Contractor may not landfill such Bulky Items unless the
1195 Bulky Items cannot be reused or recycled.

1196 10.17.6 County Direction of Bulky Items. County reserves the right to direct Contractor to
1197 take specific types of Bulky Items Collected pursuant to this Section to designated sites not more
1198 than twenty (20) miles from any County boundary for the purpose of reuse or recycling at no cost.
1199 Contractor has no obligation to dispose of the Large Item residue remaining at the directed site or
1200 sites after scavengers and recyclers have removed reusable or recyclable Bulky Items.

1201 Article 11. MFD Service

1202 11.1 MFD Conditions of Service. Except as set forth below, Contractor must provide MFD Collection
1203 Services to all MFD Units in the Service Area. The MFD Services are governed by the following terms and
1204 conditions.

1205 11.2 Bundled MFD Cart Service. Except for those Service Recipients choosing to receive Bins for
1206 service, Contractor must provide MFD Collection Service to all MFD Service Units in the Service Area
1207 whose MFD Solid Waste is properly containerized in Black/Grey Refuse Carts, Blue Recyclable Materials
1208 are properly containerized in Recycling Carts and Organic Wastes that are properly containerized in Green
1209 Organic Waste Carts where the Refuse, Recycling, and Organic Waste carts have been placed within three
1210 (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such
1211 location agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility by
1212 Contractor's Collection crew and vehicle.

1213 11.3 On-Premises Service. Notwithstanding any term or definition set forth in this Agreement, Contractor
1214 must provide Collection of MFD Refuse, Recycling, and Organic Waste on the MFD Service Recipients
1215 Premises to an MFD Service Unit as follows. Contractor must provide on-premises Collection Service on
1216 the same Work Day that curbside Collection would otherwise be provided to the MFD Service Unit.

1217 11.3.1 At no additional cost to the MFD Service Unit. MFD Service Units where all adult
1218 Service Recipients residing therein have disabilities preventing the placement of Refuse, Recycling
1219 or Organic Waste Cart at the curb for Collection, and if a request for on-premises service has been
1220 made.

1221 11.3.2 At an additional cost to the MFD Service Unit.

1222 11.3.2.1 MFD Service Units where topography, steep driveways, below grade
1223 dwellings, or limited access to public streets preventing the MFD Service Recipient from setting
1224 their Refuse, Recycling or Organic Waste Cart at the curb for Collection, as determined by the
1225 County and agreed by the Contractor, and if a request for on-premises service has been made.

1226 11.3.2.2 MFD Service Units inaccessible by standard 3 or 4 axle Collection
1227 Vehicles as determined by the Contractor and agreed by the County. Smaller truck (e.g.,
1228 Stinger/scout truck) services shall be provided for the retrieval of Collection Containers from
1229 locations with accessibility constraints making Containers difficult or impossible to access using
1230 regular refuse collection trucks.

1231 11.3.2.3 Contractor must offer "push services" to MFD Service Recipients other
1232 than those listed above on a subscription basis upon request for the Service Rate set forth in
1233 Exhibit 1. Push services include, but are not limited to, dismounting from the Collection Vehicle,
1234 moving the Collection Containers from their storage location for Collection and returning the
1235 Collection Containers back to their storage location.

1236 11.4 Frequency and Scheduling of Service. This service must be provided as deemed necessary and
1237 determined between Contractor and the MFD Service Unit, but such service must be received no less than
1238 one (1) time per week with no exception for Holiday(s) as set forth herein, except that Collection service
1239 scheduled to fall on a Holiday may be rescheduled as determined between the Service Unit and Contractor
1240 if the minimum frequency requirement is met. The size of the container and the frequency (above the
1241 minimum) of Collection will be determined between the MFD Service Unit and Contractor. However, size
1242 and frequency must be sufficient to ensure no Solid Waste needs to be placed outside the Collection
1243 Container.

1244 11.5 Manner of Collection. The Contractor must provide Collection Service with as little disturbance as
1245 possible and must leave any Refuse, Recycling or Organic Waste Cart in an upright position at the same
1246 point it was Collected without obstructing alleys, roadways, driveways, sidewalks, or mailboxes.
1247 Contractor's employees providing Collection Service must follow the regular walk for pedestrians while on
1248 private property and may not trespass nor cross property to the adjoining Premises unless the occupant or
1249 owner of both properties has given permission. Care should be taken to prevent damage to property,
1250 including flowers, shrubs, and other plantings.

1251 11.6 New Carts and Kitchen Food Waste Pails. At the start of this Agreement, Contractor must show a
1252 purchase order indicating new Carts, compliant with Collection Container specifications in Exhibit 3, have
1253 been ordered. New Carts must be distributed no later than December 31, 2024. At no point during the Term
1254 will Contractor allow a Service Recipient to be without a Cart for more than five (5) Work Days. Kitchen
1255 Food Waste Pails will be purchased by the County and distributed by the Contractor upon request by the
1256 Service Recipient, with a limit of one (1) per household.

1257 11.7 Replacement of Carts. Contractor's employees must take care to prevent damage to Carts by
1258 unnecessarily rough treatment. However, any Cart damaged by the Contractor must be replaced by
1259 Contractor, at Contractor's expense, within five (5) Work Days at no cost or inconvenience to the Service
1260 Recipient.

1261 11.7.1 Upon notification to Contractor by County or a Service Recipient that the Service
1262 Recipient's Cart(s) was stolen or damaged beyond repair through no fault of Contractor, Contractor
1263 must deliver a replacement Cart(s) to such Service Recipient within five (5) Work Days. Contractor
1264 must maintain records documenting all Cart replacements occurring and report through the Waste
1265 Reporting System monthly.

1266 11.7.2 In addition to the Carts provided pursuant to Section 11.6, each Service Recipient
1267 is entitled to the replacement of one (1) lost, destroyed, or stolen Cart every ten (10) years during
1268 the life of this Agreement at no cost to the Service Recipient. Except in the case of a Cart that must
1269 be replaced because of damage caused by Contractor or in the case where Contractor elects to
1270 replace a Cart rather than repair it on-site, Contractor will be compensated for the cost of those
1271 replacements in excess of one (1) per type of Cart per Service Recipient during the term of the
1272 Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may
1273 be adjusted by the County from time to time as provided under this Agreement.

1274 11.7.3 Contractor understands and agrees that this provision is intended to be applied on
1275 a per Cart type, individual Service Recipient basis and accordingly each Service Recipient could
1276 receive up to three (3) replacement Carts, one (1) of each type, every ten (10) years during the
1277 term of the contract.

1278 11.8 Repair of Refuse, Recycling and Organic Waste Carts. Contractor is responsible for the repair of
1279 Carts, including but not be limited to, hinged lids, wheels, and axles. Within five (5) Work Days of notification
1280 by the County or a Service Recipient of the need for such repairs, Contractor must repair the Cart or if
1281 necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

1282 11.9 Cart Exchange. Upon notification to Contractor by County or a Service Recipient that a change in
1283 the size of a Cart is requested, Contractor must deliver such Cart to such Service Recipient within five (5)
1284 Work Days. Each MFD Service Unit is eligible to receive one (1) free Cart exchange per Calendar Year
1285 during the term of this Agreement for moving to a larger Cart size. Each MFD Service Unit is eligible to
1286 receive unlimited Cart exchanges per Calendar Year during the term of this Agreement for moving to a
1287 smaller Cart size. Accordingly, Contractor will be compensated only for the cost of those exchanges
1288 exceeding one (1) per Calendar Year for those Service Units receiving larger Cart sizes, in accordance with
1289 the "Cart Exchange" Service Rate as set forth in Exhibit 1 or as may be adjusted this Agreement.

1290 11.10 Additional Cart Request. Upon notification to the Contractor by County or a Service Recipient that
1291 additional Carts for Refuse, Recyclable Materials, or Organic Waste are requested, Contractor shall deliver
1292 such Carts to such Service Recipient within five (5) Work Days, at the rate set forth in Exhibit 1.

1293 11.11 Cleaning of Collection Containers. Once each Calendar Year, if requested by the MFD, Contractor
1294 must clean all Collection Containers at the MFD's Premises or must replace the dirty Collection Containers
1295 with clean Collection Containers. Any Collection Container cleanings must be done in such a manner that
1296 results in no water entering the County's storm drain system. This service must be provided at no charge
1297 to the Service Recipient, so long as the service is not requested more than once per Calendar Year. In
1298 addition, regardless of whether this cleaning is requested by the Service Recipient, Contractor will ensure
1299 that all Collection Containers are cleaned on an as-needed basis to maintain a clean appearance and
1300 proper function. Additional cleanings beyond once each Calendar Year will be subject to the Service Rate
1301 set forth in Exhibit 1.

1302 11.12 MFD Refuse Collection Service. This service is governed by the following terms and conditions:

1303 11.12.1 Non-Collection. Unless otherwise specified herein, Contractor is not required to
1304 Collect any Refuse that is not placed in a Refuse Cart.

1305 11.12.2 Disposal Facility. Except as set forth below, all Refuse Collected resulting from
1306 performing Collection Services must be transported to and disposed at legally permitted Disposal
1307 Facilities. All Refuse Collected from the following specified portions of the Central Service Area
1308 (former Service Area 5 only), Southwest Service Area (former Service Areas 9, 10, 15, & 16) and
1309 Southeast Service Area (former Service Areas 11-14) shall be delivered to the Simi Valley Landfill
1310 for disposal or diversion as appropriate, provided said facility is legally permitted to provide such
1311 services. Former Service Areas are depicted on Exhibit 12. In the event a Disposal Facility is closed
1312 on a Work Day, Contractor must transport and dispose the Refuse at another legally permitted
1313 Disposal Facility. Failure to comply with this provision will result in the levy of a penalty as specified
1314 in Exhibit 5 and may result in Contractor being in default under this Agreement.

1315 11.13 MFD Recycling Service. This service is governed by the following terms and conditions:

1316 11.13.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be
1317 placed beside the Recycling Cart if flattened.

1318 11.13.2 Recycling - Improper Procedure. The Contractor is not required to Collect
1319 Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from
1320 Solid Waste or Organic Waste. Furthermore, Contractor is not required to Collect Recyclable
1321 Materials that are contaminated through commingling with Solid Waste or Organic Waste. To
1322 address contamination, Contractor must follow the steps set forth in Section 5.5.

1323 11.13.3 Materials Recovery Facility. Except as provided in Section 5.5, all collected
1324 Recyclable Materials must be delivered to a legally permitted Materials Recovery Facility. Failure
1325 to comply with this provision will result in the levy of a penalty as specified in Exhibit 5 and may
1326 result in Contractor being in default under this Agreement. All expenses related to materials
1327 processing and marketing will be the sole responsibility of Contractor. County has the right to
1328 designate Materials Recovery Facility and agrees to adjust Maximum Service Rates to reflect any
1329 direct cost caused by the County's exercise of flow control rights.

1330 11.13.4 Move In/Out Collection Service. Within three (3) months of opening a new account,
1331 at no additional charge, each MFD Service Recipient may request Contractor to provide one on-
1332 call Move-In/Out Recyclable Material Collection Service for recyclable packaging materials, such
1333 as flattened cardboard boxes, and bundled newspaper and packaging foam. This service will be
1334 offered as a one-time service for each new account and shall only include Recyclable Materials. If
1335 the Service Recipient includes Refuse in the materials set out for Collection by Contractor, this
1336 service shall be counted as one of the MFD Service Recipient's free annual Large Item Collections
1337 as set forth in Section 11.15.

1338 11.13.5 Recycling - Changes to Services. Should changes in Applicable Law arise
1339 necessitating any additions or deletions to the services described in this Section, including the type
1340 of items included as Recyclable Materials, the parties will negotiate any necessary cost changes
1341 and will enter into an Agreement amendment covering such modifications to the services to be
1342 performed and the compensation to be paid in accordance with Article 27 before undertaking any
1343 changes or revisions to such services.

1344 11.14 MFD Organic Waste Collection Service. This service is governed by the following terms and
1345 conditions:

1346 11.14.1 Organic Waste Processing Services. Contractor must ensure all Organic Waste
1347 Collected pursuant to this Agreement is diverted from the landfill in accordance with Applicable
1348 Law, as may be amended from time to time. Contractor must ensure Organic Waste Collected
1349 pursuant to this Agreement is not disposed in a landfill, except for residue resulting from processing.
1350 If the organics processing facility accepts bagged organic waste, then Contractor is obligated to
1351 accept bagged Organic Waste. If Contractor initially intends to collect Food Waste in bags,
1352 Contractor must, at all times, be prepared to accept Food Waste loose (without bagging) at the
1353 direction of the County.

1354 11.14.2 Organic Waste Processing Facility. Contractor must deliver all Collected Organic
1355 Waste to a legally permitted Organic Waste Processing Facility or a legally permitted Transfer
1356 Station. All expenses related to Organic Waste processing and marketing will be the sole
1357 responsibility of Contractor. Failure to comply with this provision will result in the levy of a penalty
1358 as specified in Exhibit 5 and may result in Contractor being in default under this Agreement. County
1359 has the right to designate Organic Waste Processing Facility and agrees to adjust Maximum
1360 Service Rates to reflect any direct cost caused by the County's exercise of flow control rights.

1361 11.14.3 Holiday Tree Collection. Contractor must Collect Holiday Trees set out at the curb
1362 for Collection during the three-week period beginning December 26th each year during the term of
1363 this Agreement. Contractor must deliver the Collected Holiday Trees to a legally permitted Organic
1364 Waste Processing Facility for Diversion through uses other than Alternative Daily Cover or
1365 Beneficial Use. This annual service will be provided at no additional charge to the Service
1366 Recipient. Contractor is not required to divert Holiday Trees with tinsel, flocking or ornaments.

1367 11.14.4 Non-Collection. Contractor is not required to Collect Organic Waste if the Service
1368 Recipient does not segregate the Organic Waste from Solid Waste or Recyclable Materials.
1369 Furthermore, Contractor is not required to Collect Organic Wastes contaminated through
1370 commingling with Solid Waste or Recyclable Materials. Contractor will address contamination in
1371 accordance with Section 5.5.

1372 11.15 MFD Large Item Collection Service. This service is governed by the following terms and conditions:

1373 11.15.1 Conditions of Service. Contractor must provide Large Item Collection Service to all
1374 MFD Service Units in the Service Area whose Bulky Items have been placed within three (3) feet
1375 of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such
1376 location agreed to by Contractor and Service Recipient, that provide safe and efficient accessibility
1377 by Contractor's Collection crew and vehicle. Up to four (4) times per Calendar Year, Contractor will
1378 arrange for a designated event day allowing each occupant in a MFD to receive large item disposal
1379 amounting to a combined annual maximum of the equivalent of (a) 1.5 cubic yards of
1380 uncontainerized Solid Waste, or (b) three (3) bulky items, or (c) ten (10) 32-gallon bags at no
1381 additional cost and expense. For subsequent collection in any Calendar Year, the Contractor shall
1382 receive compensation from the MFD at the rate for such service as set in Exhibit 1.

1383 11.15.2 Frequency of Service. Bulky Item Collection Service will be provided on the next
1384 regular Collection day if the request is received at least two (2) Work Days in advance of the next
1385 regular Collection day. The Service Recipient may not intentionally commingle residential Bulky
1386 Items with other Residential Waste.

1387 11.15.3 Bulky Items Containing Freon. In the event Contractor Collects Bulky Items
1388 containing Freon, Contractor must handle such Bulky Items in a manner such that the Bulky Items
1389 are not subject to regulation as hazardous waste under applicable State and Federal laws or
1390 regulations.

1391 11.15.4 Maximum Reuse and Recycling. Contractor must dispose of Bulky Items collected
1392 from Service Units pursuant to this Agreement in accordance with the following hierarchy: Reuse
1393 as is (where energy efficiency is not compromised), Disassemble for reuse or Recycling, Recycle,
1394 Disposal.

1395 11.15.5 Disposal of Bulky Items. Contractor may not landfill such Bulky Items unless the
1396 Bulky Items cannot be reused or recycled.

1397 11.15.6 County Direction of Bulky Items. County reserves the right to direct Contractor to
1398 take specific types of Bulky Items Collected pursuant to this Section to designated sites not more
1399 than twenty (20) miles from any County boundary for the purpose of reuse or recycling at no cost
1400 to the County. Contractor has no obligation to dispose of the Large Item residue remaining at the
1401 directed site or sites after scavengers and recyclers have removed reusable or recyclable Bulky
1402 Items.

Article 12. Additional Services

1403

1404 12.1 Bulky Item Drop-off. Service Recipients may drop-off unlimited Bulky Items, excluding Construction
1405 and Demolition Debris, at the Contractor's designated site within the County between the hours of 8:00
1406 a.m. and 5:00 p.m. Monday through Friday and between 8:00a.m. and 12:00 p.m., one Saturday per month.
1407 Contractor shall not charge Service Recipients for accepting, processing, or Disposing of Bulky Items so
1408 delivered. Contractor shall handle all Organic Waste, Recyclable Materials, and Electronic Waste deposited
1409 at its facility in accordance with all Applicable Laws and regulations.

1410 12.2 Neighborhood Clean-Up Events. Contractor, at its sole expense, shall provide Collection Services
1411 at Neighborhood Clean-Up Events for Service Recipients residing in the Service Area. At each event,
1412 Contractor shall collect the following Source Separated materials: Green Waste; Refuse; Electronic Waste;
1413 Bulky Items; and scrap metal. Collection Services shall include providing all event personnel to assist
1414 residents with loading and unloading material; loading material into 40 cubic yard Roll-off Containers;
1415 directing and managing event traffic; providing collection equipment (i.e., rakes, brooms, etc.) and event
1416 signage. After the event, Contractor shall ensure the facility site is returned to the same condition as before
1417 the event. Each event shall occur on a Saturday between the hours of 9:00 a.m. and 1:00 p.m. at a location
1418 selected by the County and shall be limited to SFD and MFD Service Recipients within the County.
1419 Contractor shall provide enough 40-yard Roll-off Containers to satisfy event collection needs. The
1420 Agreement Administrator shall notify Contractor in writing or e-mail not less than eight (8) weeks prior to
1421 the date of the Neighborhood Clean-Up Event. The services shall be provided in a manner that meets all
1422 needs of the Neighborhood Clean-Up Event. The events must not occur during the week prior, the week
1423 of, or the week after a Holiday. The Contractor will provide three events per year in the North Service Area,
1424 five events per year in the Central Service Area, and two events per year in the Southwest Service Area,
1425 at times and locations mutually agreed by County and Contractor.

1426 12.3 Notices. If directed by the County, Contractor shall prepare and distribute to SFD and MFD
1427 Residential Service Recipients Neighborhood Clean-Up Event notices no later than six (6) weeks prior to
1428 each event. At a minimum, the dates and hours of operation, locations of the collection sites, and acceptable
1429 materials for collection shall be included in the notices. Contractor may separately mail electronically
1430 transmit the notices or provide the notices as billing inserts to each SFD and MFD Residential Service
1431 Recipient. Contractor shall provide Spanish-translated notices upon request by the County. The costs of
1432 production, printing, mailing and all associated costs for the notices shall be borne by Contractor; however,
1433 all such notices and information are subject to County's advance approval. Contractor shall also provide
1434 their information in digital format to the County.

1435 12.4 Compost Procurement and Delivery to County. At no cost to the County, Contractor must assist
1436 County in arranging for produced compost/mulch, or other recovered organic waste products to comply
1437 with procurement requirements of Applicable Law to be delivered in qualities, quantities, locations, and
1438 times agreed on between County and Contractor. Such Contractor assistance can be in the form of
1439 backhauling materials or setting aside locations for Service Recipients to pick up produced compost/mulch
1440 at an approved facility. Contractor agrees to provide up to 100% of the County's Recycled Organic Waste
1441 Product Procurement requirement under Applicable Law via compost or mulch to the County annually.

1442 12.5 Free Paper Shredding Events. At no additional cost to County or its residents, Contractor will offer
1443 Service Recipients a free paper shredding event at each scheduled Neighborhood Clean-Up Event. At each
1444 event, all County Service Recipients residing in the Service Area will be permitted to deliver an unlimited
1445 amount of paper for shredding free of charge by Contractor. Contractor must recycle all shredded paper
1446 generated by, and collected at, each event to ensure material is diverted from landfilling. The Contractor
1447 will provide three events per year in the North Service Area, five events per year in the Central Service
1448 Area, and two events per year in the Southwest Service Area, at times and locations mutually agreed by
1449 County and Contractor.

1450 12.6 County Receptacles at Transit Stops. Contractor, at its sole expense, shall service all currently
1451 designated, as well as any future-built, transit stops with thirty-five (35) gallon Refuse and Recycling
1452 receptacles. For purposes of this section, "service" shall mean removing contents of each receptacle for
1453 disposal, and/or recycling as feasible, and placing a new plastic liner into each receptacle. The Contractor
1454 will provide Collection Service at a maximum of thirty (30) transit stops in the North Service Area and twelve
1455 (12) transit stops in the Central Service Area. There are currently no transit stops in the Southwest Service
1456 Area. To the extent the County builds or adds new transit stops in the Service Area during the Term, service
1457 at such additional stops will constitute a County-Directed Change and Section 27.1 will apply.

1458 12.7 Extended Producer Responsibility Diversion Program. Contractor shall provide a minimum of two
1459 (2) County-wide textile, carpet, and mattress collection drives on an annual basis. Contractor will schedule
1460 collection events with County approval and advertise the drop-off events not less than one week prior to
1461 the scheduled collection event, but no more than one month prior to the scheduled collection event. All
1462 textile, carpet and mattresses Collected through this program shall be diverted from the landfill either
1463 through donation to a local non-profit organization or through other means of Diversion.

1464 12.8 Door-to-Door HHW Collection. Contractor, through an approved subcontractor, shall provide door-
1465 to-door HHW collection as an on-call service available to all Service Recipients at the Rates provided in
1466 Exhibit 1. Residents will be able to schedule a service appointment via a toll-free phone line service, during
1467 regular business hours, or through the Contractor's website. The subcontractor will be responsible for
1468 inspecting the materials before collection to ensure they are safely contained and do not contain
1469 unacceptable materials. Unacceptable materials will not be collected by the subcontractor and will be left
1470 in place. Notwithstanding the foregoing, Contractor shall not be required to collect HHW left curbside and/or
1471 unbundled. Contractor and County will cooperate to ensure that Service Recipients comply with placement
1472 instructions for HHW, as such instructions may be developed and implemented from time to time. Service
1473 Recipients will be able to request HHW collection at their door up to one (1) time per quarter, and Contractor
1474 shall provide HHW collection service within thirty (30) days of Service Recipient request for service.

1475 **Article 13. Collection Routes**

1476 13.1 Service Routes. Contractor must provide County with maps and digital mapping data precisely
1477 defining Collection routes, together with the days and the times at which Collection will regularly commence.

1478 13.2 Initial Route Changes. Contractor agrees not to change any Collection Services routes in effect as
1479 of the Effective Date of this Agreement prior to January 1, 2025, except for limited route changes that may

1480 be necessary for new development, and subject to review and approval by the County. After January 1,
1481 2025, if any re-routing of Collection services is necessary for collection efficiency, Contractor may submit
1482 to County, in writing, proposed route changes (including maps thereof) not less than sixty (60) calendar
1483 days prior to the proposed date of implementation. Any such initial routing change may not affect more than
1484 ten percent (10%) of SFD Service Units in the County and is subject to County review and approval.

1485 13.3 Future Service Route Changes. Contractor must submit to County, in writing, any proposed route
1486 change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of
1487 implementation. Contractor may not implement any route changes without the prior review of the Agreement
1488 Administrator. If the change will change the collection day for a Service Recipient, Contractor must notify
1489 those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date
1490 of implementation.

1491 13.4 Collection Route Audits. County reserves the right to conduct audits of Contractor's Collection
1492 routes. Contractor must cooperate with County in connection therewith, including permitting County
1493 employees or agents, designated by the Agreement Administrator, to ride in the Collection Vehicles to
1494 conduct the audits. Contractor has no responsibility or liability for the salary, wages, benefits, or worker
1495 compensation claims of any person designated by the Agreement Administrator to conduct such audits.

1496 13.5 Route Map Update. Contractor must revise the Service Unit route maps to show the addition of
1497 Service Units added due to annexation and must provide such revised maps to the Agreement
1498 Administrator as requested.

1499 **Article 14. Minimum Performance and Diversion Standards**

1500 14.1 Agreement Extension. To receive a Term extension set forth in Section 2.2 of this Agreement,
1501 Contractor must meet or exceed the following annual minimum performance and diversion standards in
1502 each Calendar Year beginning January 2025.

1503 14.2 Performance Standards. Assessment of penalties and charges, as set forth in Exhibit 5 of this
1504 Agreement, totaling less than \$50,001 in any one (1) Calendar Year.

1505 14.3 Minimum Diversion Standards. Contractor must meet the requirements set forth in Article 8.

1506 14.4 No Current Default. Contractor is not currently in default of the Agreement.

1507 14.5 Billing Audit and Performance Reviews.

1508 14.5.1 Contractor Shall Review its Billings to all Service Recipients. The purpose of the
1509 review is to determine the amount which the Contractor is billing each Service Recipient is correct
1510 regarding the level of service (i.e., frequency of collection, size of container, location of container)
1511 at the rates approved by Board of Supervisors resolution. The Contractor shall review Service
1512 Recipient accounts not less than annually and provide a written certification to the County that all

1513 such billing is correct. The documentation of the review, as well as verification that any errors have
1514 been corrected, should be provided to the County annually.

1515 14.5.2 Selection and Cost. County may conduct billing audit and performance reviews
1516 (together, "reviews") of Contractor's performance during the term of this Agreement, as provided
1517 herein. The reviews will be performed by the County or a qualified firm under contract to County.
1518 County will have the final responsibility for the selection of the firm. County may conduct reviews
1519 at any time during the term of the Agreement. County and Contractor agree to each pay fifty percent
1520 (50%) of the cost of the audits and performance reviews.

1521 14.5.2.1 Full Reviews During Initial Term. County may conduct two (2) full reviews
1522 with costs apportioned as stated in Section 14.5.2 during the Initial Term of this Agreement.
1523 The purpose of these full reviews will be as described in Section 14.5.3 below.

1524 14.5.2.2 Full Review During Extension Period. In the event Contractor is granted
1525 an extension to the Term, as described in Section 2.2, County may conduct one (1) additional
1526 full review during each of the five (5) year extension periods. The purpose of this full review is
1527 described in Section 14.5.3. For each of these full reviews, costs will be apportioned as stated
1528 in Section 14.5.2.

1529 14.5.3 Purpose. The reviews will be designed to verify Service Recipient billing rates have
1530 been properly calculated and correspond to the level of service received by the Service Recipient,
1531 verify Contractor is correctly billing for all services provided, Regulatory Fees and other fees
1532 required under this Agreement have been properly calculated and paid to County, verify
1533 Contractor's compliance with the reporting requirements and performance standards of this
1534 Agreement, verify the diversion percentages reported by Contractor, and verify any other provisions
1535 of the Agreement. County (or its designated consultant) may utilize a variety of methods in the
1536 execution of this review, including, but not limited to, analysis of relevant documents, on-site and
1537 field observations, and interviews. County (or its designated consultant) will review and document
1538 the items in the Agreement that require Contractor to meet specific performance standards, submit
1539 information or reports, perform additional services, or document operating procedures, that can be
1540 objectively evaluated. This information will be documented and formatted in a "compliance
1541 checklist" with supporting documentation and findings tracked for each of the identified items. The
1542 review will specifically include a determination of Contractor's compliance with the diversion
1543 requirements of Article 8, and the public outreach and education requirements of Article 17. County
1544 (or its designated consultant) may review the customer service functions and structure utilized by
1545 Contractor. This may include Contractor's protocol for addressing Service Recipient complaints
1546 and service interruption procedures. Complaint logs may be reviewed, along with procedures and
1547 systems for tracking and addressing complaints. On-site and field observations by County (or its
1548 designated consultant) may include, but are not necessarily limited to:

1549 14.5.3.1 Interviews and discussions with Contractor's administration and
1550 management personnel.

1551 14.5.3.2 Review and observation of Contractor's customer service functions and
1552 structure.

1553 14.5.3.3 Review of public education and outreach materials.

1554 14.5.3.4 Interviews and discussions with Contractor's financial and accounting
1555 personnel.

1556 14.5.3.5 Interviews with route dispatchers, field supervisors and managers.

1557 14.5.3.6 Interviews with route drivers.

1558 14.5.3.7 Interviews with vehicle maintenance staff and observation of maintenance
1559 practices.

1560 14.5.3.8 Review of on-route Collection Services, including observation of driver
1561 performance and collection productivity and visual inspection of residential routes before and
1562 after collection to evaluate cart placement and cleanliness of streets.

1563 14.5.4 Contractor's Cooperation. Contractor shall cooperate fully with the review and
1564 provide all requested data, including operational data, financial data and other data reasonably
1565 requested by County within fifteen (15) Work Days of the request.

1566 14.5.5 Additional Billing Audit and Performance Review. If the Billing Audit and
1567 Performance Review determines Contractor is not in compliance with all terms and conditions of
1568 this Agreement and such non-compliance is material, Contractor is subject to administrative fees
1569 and penalties as described in Exhibit 5 as well as reimbursement to the County for the full cost of
1570 the audit plus any underpayments discovered during the Audit. Additionally, County may conduct
1571 an Additional Billing Audit and Performance Review beyond the two (2) specified in Section 14.5.2,
1572 to ensure that Contractor has cured any such area of non-compliance. Contractor will be
1573 responsible for the cost of any such Additional Billing Audit and Performance Review for a
1574 maximum cost of One-hundred Twenty Thousand Dollars (\$120,000) (starting on July 1, 2024 and
1575 each January 1 thereafter, with the maximum cost for the review adjusted annually by the change
1576 in the CPI). For the purposes of a determination of non-compliance under this Agreement, Audit
1577 findings which result in underpayments of \$100,000 or more shall be deemed material.

1578 14.5.6 County Requested Program Review. County reserves the right to require
1579 Contractor to periodically conduct reviews of the Refuse, Recycling, and Organic Waste Collection
1580 Service programs, provided that such reviews are reasonable and can be accomplished at no
1581 additional cost to Contractor and without interfering with Contractor's operations. Such reviews
1582 could assess one or more of the following performance indicators: average volume of Recyclable
1583 Materials per set out per Service Recipient, average volume of Organic Waste per set out per
1584 Service Recipient, participation level, contamination levels, etc. Prior to the program evaluation
1585 review, County and Contractor will meet and discuss the purpose of the review and agree on the
1586 method, scope, and data to be provided by Contractor.

1587 14.6 Cooperation with Other Program Reviews. Contractor shall cooperate with County and/or its
1588 agent(s) as reasonably requested to collect program data, perform field work, conduct route audits to
1589 investigate Service Recipient participation levels and setout volumes and/or evaluate and monitor program
1590 results related to Refuse, Recyclable Materials and Organic Waste collected in County by Contractor,
1591 provided such cooperation can be accomplished at no additional cost to Contractor and without interfering
1592 with Contractor's operations.

1593 Article 15. Collection Equipment

1594 15.1 General Provisions. All equipment used by Contractor in the performance of services under this
1595 Agreement must be of a high quality and meet all Federal, State, and local regulations and air quality
1596 standards. Collection vehicles must be designed and operated so as to prevent collected materials from
1597 escaping from the vehicles. Hoppers must be closed on top and on all sides with screening material to
1598 prevent collected materials from leaking, blowing, or falling from the vehicles. All trucks and containers must
1599 be watertight and must be operated so liquids do not spill during Collection or in transit.

1600 15.2 Bulky Items. Vehicles used for Collection of Bulky Items may not use compactor mechanisms or
1601 mechanical handling equipment that may damage reusable goods or release Freon or other gases from
1602 pressurized appliances.

1603 15.3 Collection Vehicles. Contractor may not use any Collection Vehicle exceeding ten (10) years of age
1604 beyond the manufacturing date during the Term and shall phase out high carbon vehicles first. Contractor
1605 shall register all new Collection Vehicles under this Agreement to its address within the County and shall
1606 report all purchases of Collection Vehicles under this Agreement as attributable to the County for sales tax
1607 purposes. Collection Vehicles must utilize low carbon ("alternative") fuel, which must be renewable natural
1608 gas, LNG, CNG, or electric unless otherwise authorized by the County. If during the Term, new technologies
1609 are available, such as hybrid or electric powered collection vehicles, the County or the Contractor may
1610 request/negotiate implementation of such new collection vehicles, with a corresponding change to the
1611 Maximum Service Rates to reflect additional cost or savings. During the Term, to the extent required by
1612 law, Contractor shall provide its Collection Vehicles to be in full compliance with all Applicable Laws,
1613 including State and Federal clean air requirements that are adopted or proposed to be adopted, including,
1614 but not limited to, the California Air Resources Board Heavy Duty Engine Standards as currently proposed
1615 to be contained in California Code of Regulations, title 13, sections 2020 et seq., the Federal EPA's Highway
1616 Diesel Fuel Sulfur regulations and all other applicable air pollution control laws.

1617 15.4 Collection Vehicle Technology. Contractor must use Collection Vehicles fitted with GPS tracking
1618 devices that can also record start and stop times, vehicle locations, and maximum speed. Contractor shall
1619 furnish to the County, at no additional cost or expense, any software and equipment necessary for County
1620 to track the location of Collection Vehicles in real time and to generate reports as needed. Collection
1621 Vehicles must also be fitted with cameras or sensors programmed to automatically take photos, record or
1622 detect contamination and/or "third eye" safety monitoring with collision or near-collision detection, failure to
1623 observe traffic signs, hard braking, hard acceleration, animal impacts, failure to use seatbelts, failure to
1624 scan roadways or intersections, unsafe lane changes, unsafe passing, improper cellular telephone use,

1625 food or drink distractions, speeding, and driver drowsiness or sleeping. Where applicable, photos taken by
1626 vehicles will be date and location stamped, to document violations, including contamination, overfilling, and
1627 lids not closed. GPS, camera, and monitoring data specified hereunder must be accessible by County, with
1628 12-month retention of information and accessible to the County upon request.

1629 15.5 Collection Vehicle Size Limitations / Overweigh Vehicle Charge. Contractor may not use any
1630 Collection Vehicle in violation of weight limitations in Applicable Law. The Contractor may exceed the
1631 Collection Vehicle size limitation for a limited time due to extraordinary circumstances or conditions with the
1632 prior written consent of the Agreement Administrator. The limited time may not exceed one hundred and
1633 twenty (120) days. Contractor must report all instances of overweight vehicles to County as part of its
1634 quarterly Regulatory Fees submittal described in Section 4.2, and as part of its Annual Reports to the
1635 County described in Section 19.3. Contractor may be assessed administrative charges as specified in
1636 Exhibit 5 because of exceeding an overweight vehicle rate of five percent (5%) in any Calendar Year during
1637 the term of the Agreement. The overweight vehicle rate will be calculated as the total number of overweight
1638 Collection Vehicle instances during the Calendar Year, divided by the total number of Collection Vehicle
1639 loads transported during the Calendar Year. Prior to collecting administrative charges for overweight
1640 vehicles, the County shall afford Contractor a reasonable opportunity to provide the Agreement
1641 Administrator documentation of the extraordinary circumstance that caused the overweight vehicles.
1642 Extraordinary circumstances in this case may include, but not limited to, heavy rains or high winds creating
1643 increased Green Waste generation, rain to accumulate in open Collection Containers, or normal Collection
1644 routes to be delayed or shortened due to extreme weather conditions. The Agreement Administrator shall
1645 have authority to consider Contractor's documentation and uphold and collect the assessed charge, to
1646 reduce the charge, or waive and dismiss the charge. The Agreement Administrator shall also have the
1647 authority to waive charges in advance of an anticipated, or in response to an actual, emergency event.

1648 15.6 Registration; Inspection. All vehicles used by Contractor in providing Collection Services under this
1649 Agreement, except those vehicles used solely on Contractor's Premises, are to be registered with the
1650 California Department of Motor Vehicles. In addition, each such vehicle must be inspected by the California
1651 Highway Patrol in accordance with Applicable Law., Within two (2) Work Days of a request from the
1652 Agreement Administrator, Contractor must provide County a copy of its vehicle maintenance log and any
1653 safety compliance report, including, but not limited to, any report issued under California Vehicle Code
1654 sections 34500 et seq.

1655 15.7 Safety Markings. All Collection equipment used by Contractor must have appropriate safety
1656 markings including, but not limited to, highway lighting, flashing, and warning lights, clearance lights, and
1657 warning flags. All such safety markings must be in accordance with the requirements of the California
1658 Vehicle Code, as may be amended from time to time.

1659 15.8 Vehicle Signage and Painting. Collection Vehicles must be painted and numbered without repetition
1660 and must have Contractor's name, Contractor's customer service telephone number, and the number of
1661 the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of
1662 each vehicle. All Collection Vehicles shall display the words "Servicing the County of Ventura" in letters no
1663 less than two inches (2") high. No advertising is permitted other than the name of Contractor, its logo and
1664 registered service marks, except promotional advertisement of the Recyclable Materials and Organic Waste

1665 programs, which is encouraged. County to approve any promotional material of the Recyclable Materials
1666 and Organic Waste Programs affixed to or painted on Contractor's Collection Vehicles and may require
1667 such promotion to be utilized from time to time to encourage correct recycling, reduce contamination, and
1668 provide relevant education. Contractor must repaint all vehicles (including vehicles striping) during the term
1669 of this Agreement on a frequency as necessary to maintain a positive public image as reasonably
1670 determined by the Agreement Administrator, but not less often than once every five (5) years.

1671 15.9 County Message Display. At the Contractor's sole expense, up to three (3) Collection Vehicles
1672 operating full-time within each Service Area, shall display County messaging or advertising, either related
1673 or unrelated to Solid Waste, of the County's choice. The County shall be able to change the messaging on
1674 each Collection Vehicle up to two (2) times per year per a quarterly basis.

1675 15.10 Vehicle Certification. For each Collection Vehicle used in the performance of services under this
1676 Agreement, Contractor must obtain a certificate of compliance (smog check) issued pursuant to Part 5 of
1677 Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated
1678 thereunder and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle
1679 Code (Section 34500 et seq.) and the regulations promulgated thereunder, as applicable to the vehicle.
1680 Contractor must maintain copies of such certificates and reports and must make such certificates and
1681 reports available for inspection upon request by the Agreement Administrator. At least annually, Contractor
1682 must submit to the Agreement Administrator verification that each of the Contractor's Collection Vehicles
1683 has passed the California Heavy Duty Vehicle Inspection. Thereafter, Contractor must cause each vehicle
1684 in Contractor's Collection fleet to be tested annually in the California Heavy Duty Inspection Program and
1685 must, upon request, submit written verification to County within ten (10) Work Days of the completion of
1686 such test. Contractor may not use any vehicle that does not pass such inspection.

1687 15.11 Equipment Maintenance. Contractor must always maintain Collection equipment in a clean
1688 condition and in good repair. All parts and systems of the Collection equipment must operate properly and
1689 be maintained in a condition satisfactory to County. Contractor must wash all Collection Vehicles at least
1690 once a week.

1691 15.12 Maintenance Log. Contractor must maintain a maintenance log for all Collection Vehicles. The log
1692 must always be accessible to County by physical inspection upon request of Agreement Administrator, and
1693 must show, at a minimum, each vehicle Contractor assigned identification number, date purchased or initial
1694 lease, dates of performance of routine maintenance, dates of performance of any additional maintenance,
1695 and description of additional maintenance performed.

1696 15.13 Equipment Inventory. On or before January 1, 2024, Contractor shall provide to County an
1697 inventory of Collection Vehicles and major equipment used by Contractor for Collection or transportation
1698 and performance of services under this Agreement. The inventory must indicate each Collection Vehicle by
1699 Contractor assigned identification number, DMV license number, the age of the chassis and body, type of
1700 fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the
1701 decibel rating and the maintenance and rebuild status. Contractor must submit to the Agreement
1702 Administrator, either by fax or e-mail, an updated inventory annually to the County or more often at the
1703 request of the Agreement Administrator. Each inventory must also include the tare weight of each vehicle

1704 as determined by weighing at a certified scale used by Contractor. Each vehicle inventory must be
1705 accompanied by a certification signed by Contractor that all Collection Vehicles meet the requirements of
1706 this Agreement.

1707 15.14 Reserve Equipment. Contractor shall always have reserve Collection equipment able to be put into
1708 service and operation within one (1) hour of any breakdown. Such reserve equipment must correspond in
1709 size and capacity to the equipment used by the Contractor to perform the contractual duties.

1710 Article 16. Contractor's Office

1711 16.1 Contractor's Office. Contractor shall maintain an office in the County of Ventura, California. Such
1712 office must be equipped with enough telephones that all Collection Service-related calls received during
1713 normal business hours are answered by an employee within five (5) rings. The office must have responsible
1714 persons in charge during Collection hours and must be open during such normal business hours, 7:00 a.m.
1715 to 5:00 p.m. on Monday through Friday and Saturday (8 a.m. to 12 p.m.) during Collection Service hours.
1716 Contractor must provide either a local or toll-free telephone number that connects to the call center
1717 described in Section 16.2, and a telephone answering service or mechanical device to receive Service
1718 Recipient inquiries during those times when the office is closed. Calls received after normal business hours
1719 must be addressed the next Work Day morning.

1720 16.2 Customer Service Call Center. Contractor must maintain a Customer Service call center. Such
1721 office must be equipped with enough telephones that all customer service-related calls received during
1722 normal business hours, 7:00 a.m. to 6:00 p.m. on Monday through Friday and Saturday during Collection
1723 Service hours (8 a.m. to 12 p.m.), are answered by an employee within five (5) rings

1724 16.3 Emergency Contact and Response. Contractor must provide the Agreement Administrator with an
1725 emergency phone number where the Contractor can be reached outside of the required office hours.
1726 Contractor shall equip at least one truck with a two-way radio or telephone that is always available for
1727 emergency response or to respond to Service Recipient complaints. Contractor shall report any accident,
1728 as defined by State of California Vehicle Code Section 16000, to County within one (1) business day of
1729 occurrence.

1730 16.4 Multilingual/TDD Service. Contractor must always maintain the capability of responding to
1731 telephone calls in English and such other languages as County may direct. Contractor must always maintain
1732 the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD)
1733 Services. Website shall be in at least English and Spanish, though inclusion of Mandarin and Vietnamese
1734 is preferred.

1735 16.5 Service Recipient Calls. During office hours, Contractor must maintain a telephone answering
1736 system capable of accepting at least five (5) incoming calls at one time. Contractor must record all calls
1737 including any inquiries, service requests and complaints into a customer service log. All incoming calls will
1738 be answered at the local office or call center within five (5) rings. Any call "on-hold" exceeding 1.5 minutes
1739 must have the option to remain "on-hold" or request a "call-back" from a customer service representative.
1740 Contractor's customer service representatives must return Service Recipient calls. For all messages left

1741 before 3:00 p.m., all "call backs" must be attempted a minimum of one time prior to 5:00 p.m. on the day of
1742 the call. For messages left after 3:00 p.m., all "call backs" must be attempted a minimum of one (1) time
1743 prior to noon the next Work Day. Contractor must make minimum of three (3) attempts within one (1) Work
1744 Day of the receipt of the call. If Contractor is unable to reach the Service Recipient on the next Work Day,
1745 Contractor must send a postcard, email or text, as indicated by the Service Recipient to the Service
1746 Recipient on the second Work Day after the call was received, indicating that the Contractor has attempted
1747 to return the call.

1748 Article 17. Contractor Support Services

1749 17.1 Sustainability/Compliance Representative. Contractor will hire staff, including at least two
1750 Sustainability/Compliance Representatives available to the County as of the Commencement Date, to
1751 conduct site visits and provide outreach and education, as needed, in support of meeting Diversion
1752 requirements and State mandates under Applicable Law in the Service Area, as may be amended. The
1753 Sustainability/Compliance Representatives shall be available as needed to meet with the County and
1754 conduct site visits to implement Recycling and Organics programs in the Service Area at least four days a
1755 week throughout the year. County may request monthly meetings with Contractor to discuss problems or
1756 issues such as Collection or Recycling programs, Billing or Service Recipient service issues, and day to
1757 day operations. County and Contractor agree to meet and confer to reevaluate the ongoing need for two
1758 Sustainability/Compliance Representatives on or around August 1, 2025.

1759 17.2 Sustainability and Compliance Plan. Contractor, at its own expense, must prepare, submit, and
1760 implement an annual (Calendar Year) Sustainability and Compliance Plan ("Plan"), which will guide
1761 Contractor's staffs' work efforts. This Plan will include measures to meet diversion targets, increase
1762 diversion, and increase participation of Service Recipients in recycling and organics diversion programs,
1763 and should target certain Recyclable Materials or "problem" areas, including recycling and organics sorting
1764 and contamination, within Contractor's Service Area where improvements can be maximized. Planned
1765 outreach and education services, and outreach materials should be included as part of the Plan and
1766 updated annually. Targets of outreach should be based on local trends and recycling patterns from data
1767 obtained by both the County and Contractor. Contractor will maintain current and state-of-the-art public
1768 outreach and education services throughout the term of this Agreement by providing outreach materials to
1769 Service Recipients electronically (via email and social media). Contractor must submit first year draft Plan
1770 to the County prior to the Commencement Date and by July 1st each year thereafter for the term of the
1771 Agreement. County shall review and provide revisions to draft Plan within thirty (30) days of receipt.
1772 Contractor must revise and submit final Plan to County by September 1, 2023 for first year and then each
1773 year thereafter for the Term. Contractor's Plan is provided in Exhibit 8.

1774 17.3 County-Specific Website. Contractor shall maintain an interactive County-specific website that fully
1775 explains the Contractor's current services and rates, the diversion options available, and allows Service
1776 Recipients to submit service changes, inquiries, complaints, or queries. The website must describe and
1777 promote the use of the available Recyclable Materials and Organics services. Contractor's local website
1778 must provide information specific to the County's programs. The website must include all information
1779 required under Applicable Law. Contractor will ensure information provided on the website is maintained

1780 and up to date. Content will include proper container set out, educational materials, newsletters, and
1781 program descriptions.

1782 17.4 Recycling Resources. Contractor shall maintain accurate list of recyclable materials on its website
1783 and promote proper recycling to all Service Recipients. Contractor shall consult, collaborate, and coordinate
1784 its recycling outreach and educational materials and activities with the County and incorporate the County's
1785 input on the Contractor's recycling resources and programs.

1786 17.5 Waste Audits. Contractor shall complete Recycling and Solid Waste audits for twenty (20) MFD
1787 Service Recipients per month and provide recommendations to Service Recipients on how to improve
1788 overall resource efficiency.

1789 17.6 Compliance Reporting. Contractor shall report contaminations and overage issues via the Waste
1790 Reporting System.

1791 17.7 Right-sizing Containers. Contractor must right-size Collection Containers to maximize diversion
1792 from SFD and MFD Service Recipients.

1793 17.8 Education and Outreach Materials. Contractor must implement public education and outreach in
1794 conformance with Applicable Law and in coordination with the County. Contractor shall attend public events
1795 and host booths to promote recycling education and awareness. Contractor will work with County to identify
1796 which special events will be attended. Contractor, together with County, shall work with local media to
1797 ensure information on new programs, events, recycling, organics etc. is communicated to the community.
1798 Contractor shall use a variety of options such as local paper, news, websites, social media, homeowners
1799 associations, schools, and civic groups to distribute information and education about County Solid Waste
1800 and recycling programs, and events. Contractor shall distribute educational material to Service Recipients
1801 a minimum of once a quarter by mail or electronically. Contractor shall provide Service Recipients four (4)
1802 quarterly direct mailed newsletters with program implementation compliant with Applicable Law. Materials
1803 will be provided in at least English and Spanish, though inclusion of Mandarin and Vietnamese is preferred.
1804 These materials should include tips on recycling properly, use of organics containers, composting, battery
1805 and electronics education, prevention of contamination issues, proper Collection Container placement,
1806 resource information, and HHW education.

1807 17.9 Service Recipient Personnel Training. Contractor shall advise and educate appropriate personnel
1808 (management, employees, janitors, etc.) at MFD Service Units on methods and recommendations to
1809 increase recycling and decrease landfilling including best practices for recycling, waste reduction and
1810 availability, and use of in-house recycling containers.

1811 17.10 Available Services Notice and Information. At least annually, Contractor must publish and distribute
1812 (by mail or electronically) a notice to all Service Units regarding the full range of services offered. The notice
1813 must contain at a minimum (i) definitions of the materials to be Collected, (ii) procedures for setting out
1814 materials, (iii) the days when Refuse Collection Services, Recycling Services, and Organic Waste Collection
1815 Services will be provided, (iv) Contractor's local customer service phone number, (v) instructions on the
1816 proper filling of Containers, (vi) instructions as to what materials may or may not be placed in Recyclable

1817 Materials or Organic Waste Containers, (vii) how to select Container sizes to maximize diversion, (viii)
1818 participation in Recycling and Organic Waste programs, (ix) the fees for overage and Contamination in the
1819 event of non-compliance, (x) the availability of on-Premises Collection Services, including the availability of
1820 no-charge on-Premises Collection Services for qualified persons, (xi) Bulky Items Collection Services, (xii)
1821 the dates and locations of Neighborhood Cleanup days, (xiii) the dates and locations of Free Large Item
1822 Drop-off days, and (xiv) all information required under Applicable Law. The notice must be provided in
1823 English and Spanish, and other languages as directed by the County, and must be distributed by Contractor
1824 no later than February 1st of each year.

1825 17.11 Approach to Meeting County's Diversion Requirements. Contractor must document approach to
1826 meeting County's diversion requirements by specific diversion program type (SFD or MFD Recyclable
1827 Material, Organic Waste, Bulky Items, etc.) and must relate to both specific and public education programs.
1828 This must include an implementation schedule showing the specific programs and tasks, milestones, and
1829 time frames for meeting the diversion requirements.

1830 17.12 Tonnage Table. Contractor must provide as part of the Plan, a tonnage table segregated by SFD
1831 and MFD and Additional Services that estimates tonnages for Recyclable Material and Organic Waste
1832 delivered and processed, and the estimated residual tonnages for each calendar year of the Agreement.

1833 17.13 Environmental Stewardship. Contractor must describe all environmental management policies and
1834 activities related to the Solid Waste collection service, including the use of Alternative Fuel Vehicles,
1835 reduction of air emissions and wear and tear on the County's streets, use of recycled products throughout
1836 operations, internal waste reduction and reuse protocol, water and resource conservation activities within
1837 facilities (design, construction and operation), compliance with laws governing e-waste, HHW, and u-waste,
1838 and use of non-toxic products when possible.

1839 17.14 News Media Relations. Contractor will work with local media to ensure information is communicated
1840 to community (new programs, events, recycling information, etc.). Contractor to use options, such as; local
1841 newspaper, radio/television news outlets, websites and social media. Contractor will notify the Agreement
1842 Administrator by e-mail or phone of all requests for news media interviews related to the services covered
1843 under this Agreement within one (1) Work Day of Contractor's receipt of the request. When practicable,
1844 before responding to any inquiries involving controversial issues or any issues likely to affect participation
1845 or Service Recipient's perception of services, Contractor will discuss Contractor's proposed response with
1846 the County Agreement Administrator.

1847 17.15 News Media Requests. Contractor will notify the Agreement Administrator by e-mail or phone of all
1848 requests for news media interviews related to the services covered under this Agreement within one (1)
1849 Work Day of Contractor's receipt of the request. When practicable, before responding to any inquiries
1850 involving controversial issues or any issues likely to affect participation or Service Recipient's perception of
1851 services, Contractor will discuss Contractor's proposed response with the Agreement Administrator.

1852 17.15.1 Copies of draft news releases or proposed trade journal articles that use the name
1853 of County or relate to the services provided hereunder must be submitted to the Agreement
1854 Administrator for prior review and approval at least five (5) working days in advance of release, except

1855 where Contractor is required by any law or regulation to submit materials to any regulatory agency in
1856 a shorter period of time, in which case Contractor must submit such materials to County
1857 simultaneously with Contractor's submittal to such regulatory agency.

1858 17.15.2 Copies of articles resulting from media interviews or news releases that use the
1859 name of County or relate to the services provided hereunder must be provided to the County within
1860 five (5) days after publication.

1861 17.16 Annual Recycling Awards. Contractor will recognize outstanding participation in Recycling and/or
1862 Organic Waste programs by identifying "recycling all-stars" for recognition at a Board of Supervisors
1863 meeting during each November, beginning November 2024.

1864 17.17 Acceptable & Unacceptable Materials Labeling. Contractor must affix to each Recycling and
1865 Organics Collection Container a sticker that clearly lists Acceptable materials to be placed in these
1866 containers as well as unacceptable material. Stickers must be replaced annually and include any updates
1867 in the list of Acceptable materials (Exhibit 10).

1868 17.18 Programs and Services. Contractor must provide additional educational and outreach services and
1869 programs as requested by County at a price to be mutually agreed upon between the Contractor and the
1870 Agreement Administrator. In the event Contractor and the Agreement Administrator cannot reach a mutually
1871 agreed upon price for the requested service or program, County has the right to procure the service of other
1872 vendors or contractors to provide the requested service.

1873 17.19 Operations Plans. Contractor must adhere to the Transition Plan included as Exhibit 4, Customer
1874 Service Plan included as Exhibit 6, and Collection Service Operations Plan included as Exhibit 7 that
1875 present the specific collection and processing programs that will be implemented in the County.

1876 Article 18. Emergency Service

1877 18.1 Revised Services During an Emergency. In the event of a major storm, earthquake, fire, natural
1878 disaster, or other such event, the Agreement Administrator may grant the Contractor a variance from regular
1879 routes and schedules, which will not be withheld unreasonably. As soon as practicable after such event,
1880 Contractor must advise the Agreement Administrator when it is anticipated that normal routes and
1881 schedules can be resumed. The Agreement Administrator will try through the local news media to inform
1882 the public when regular services may be resumed. The clean-up from some events may require that
1883 Contractor hire additional equipment, employ additional personnel, or work existing personnel on overtime
1884 hours to clean debris resulting from the event. Contractor will receive additional compensation, above the
1885 normal compensation contained in this Agreement, to cover the costs of rental equipment, additional
1886 personnel, overtime hours and other documented expenses based on the Maximum Service Rates set forth
1887 in Exhibit 1 provided Contractor has first secured written authorization and approval from County through
1888 the Agreement Administrator. County will be given equal priority and access to resources as with other
1889 jurisdictions served by Contractor.

1890 18.2 Disaster Recovery Support. In the event of a tornado, major storm, earthquake, fire, natural
1891 disaster, or other such event, Contractor agrees to provide disaster recovery support upon request by
1892 Agreement Administrator. This may include additional hauling of debris, special handling such as wrapping
1893 waste in plastic (i.e., "burrito wrapping"), temporary storage of debris where feasible, additional disposal,
1894 use of different transfer and disposal facilities, and documentation of debris type, weight, and diversion.
1895 Contractor should follow protocol laid out in the County's Draft Disaster Debris Plan and any subsequent
1896 County or County Disaster Debris Plans, as applied to Solid Waste hauling and handling.

1897 Article 19. Record Keeping and Reporting Requirements

1898 19.1 Record Keeping. Notwithstanding Article 44 herein:

1899 19.1.1 Accounting Records. Contractor must maintain full, complete and separate
1900 financial, statistical and accounting records, pertaining to cash, billing, and provisions of all
1901 Collection Services, prepared on an accrual basis in accordance with generally accepted
1902 accounting principles. Such records will be subject to audit, copy, and inspection. Gross receipts
1903 derived from provision of the Collection Services, whether such services are performed by
1904 Contractor or by a subcontractor or subcontractors, will be recorded as revenues in the accounts
1905 of Contractor. The Contractor shall keep and preserve, during the Term of this Agreement, and for
1906 a period of not less than four (4) years following expiration or other termination hereof, full, complete
1907 and accurate records, including all cash, billing and disposal records, as indicated in the
1908 Agreement.

1909 19.1.2 County Inspection. At any reasonable time requested, the County shall have the
1910 right to inspect, and Contractor shall make available, all equipment, trucks, vehicles, and containers
1911 used by Contractor in the Service Area. At its request, and upon not less than twenty-four (24)
1912 hours advanced written notice, the County shall also have the right to inspect and audit Contractor's
1913 books and records to verify information contained therein, or which should have been reported
1914 therein, the reports required this Article 19 or to verify the payment of appropriate County fees
1915 pursuant to Article 4. The costs of such audits and inspections shall be borne by the Contractor
1916 when inaccuracies in Contractor's books and records result in a material difference in what should
1917 have been reported pursuant to Article 4. For purposes of this Section, a material difference shall
1918 mean a difference of five percent (5%) or more.

1919 19.1.3 Financial and Accounting Records. County reserves the right to request audited,
1920 reviewed, or compiled financial statements prepared by an independent Certified Public
1921 Accountant, or as may be provided by Contractor or its parent company. In the event that Contractor
1922 does not maintain separate financial or accounting records prepared specifically for services
1923 provided under this Agreement, Contractor may use industry standard allocation methods to
1924 provide financial information as applicable to the service provided under this Agreement.

1925 19.1.4 Agreement Materials Records. Contractor must maintain records of the quantities
1926 of (i) Residential and MFD Solid Waste Collected and disposed under the terms of this Agreement,
1927 (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for no

1928 compensation, and residue disposed under the terms of this Agreement, and (iii) Organic Waste
1929 by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue
1930 disposed under the terms of this Agreement.

1931 19.1.5 Other Records. Contractor must maintain all other records reasonably related to
1932 provision of Collection Services, whether or not specified in this Agreement.

1933 19.1.6 Report Format. All reports to be submitted in a format approved by the County,
1934 including electronic data submission in the Waste Reporting System and in a format specified by
1935 the County.

1936 19.2 Quarterly Reporting.

1937 19.2.1 General. Quarterly reports currently include those required by Ventura County
1938 Ordinance Code Sections 4780-4 and 4792-6, as may be amended. Quarterly reports must be
1939 submitted no later than 5 p.m. PT on the last day of the month following the end of Quarter in which
1940 the receipts are collected and must be provided electronically using software acceptable to the
1941 County. If the last day of the month falls on a day that County is closed or a Holiday, then the report
1942 will be due on the next business day. Failure to submit complete quarterly reporting by the due date
1943 will result in penalties as specified in Exhibit 5.

1944 19.2.2 Payments. The payment report must include an accounting of Contractor's Gross
1945 Revenues received during the preceding Quarter, and the Regulatory Fees payable to County.

1946 19.2.3 Tonnage and Service Data. In a County-approved format, Contractor must report
1947 the number of unique SFD and MFD accounts serviced, the number of unique MFD and County
1948 accounts serviced, tonnage of Refuse, Recyclable Materials and Organic Waste collected and
1949 processed for diversion broken down by Container type, Residual amounts from Recycling and
1950 Organic Waste Diversion operations that are landfilled. Quantities should be broken down by SFD,
1951 MFD, and County Service Collection Services.

1952 19.2.4 Overweight Vehicle Reporting. The quarterly report must include a summary total
1953 of all instances of overweight Collection Vehicles. This summary must include the number of
1954 overweight vehicle instances expressed as a percentage of the total number of Collection Vehicle
1955 loads transported during the reported quarter.

1956 19.2.5 Non-Collection. The quarterly report must include a summary of each Service Unit
1957 receiving a Non-Collection Notice in the previous quarter along with a description for the Non-
1958 Collection Notice.

1959 19.2.6 On-hold. The quarterly report must include each Service Unit that was not billed in
1960 the previous quarter due to vacation hold, vacancy etc.

1961 19.2.7 Collection Overage Charges. The quarterly report must include each Service Unit
1962 incurring a charge for a Solid Waste Overage in the previous quarter.

1963 19.2.8 Contamination Reporting. To the extent required by Applicable Law, the quarterly
1964 report must include a summary of all instances of qualifying contamination under the procedures
1965 in Section 5.5. This summary must include the total number of accounts where contamination
1966 occurred, the total number of Contamination Violation Notices issued by Contractor to Service
1967 Recipients, a list of accounts where such notices occurred, and the total number of instances where
1968 Collection Container size or Collection frequency was increased specifically due to contamination.
1969 Within twenty (20) Work Days of request by County, Contractor will provide copies of the
1970 Contamination Violation Notices and the digital documentation of contamination.

1971 19.2.9 Service Recipient Complaint Log. The quarterly report must include the Service
1972 Recipient call log collected from the previous quarter.

1973 19.3 Annual Reporting.

1974 19.3.1 General. An annual report must be submitted no later than 5 p.m. PT on January
1975 31, 2024 and each January 31st thereafter for the previous Calendar Year. If January 31st falls on
1976 a day that County is closed, then the report will be due on the next business day. Annual reports
1977 must be submitted electronically in software acceptable to the County. Failure to submit complete
1978 annual reporting by the due date will result in penalties as specified in Exhibit 5. Annual reports to
1979 County must include the following.

1980 19.3.2 Summary Narrative. A summary narrative of problems encountered with Collection
1981 and processing activities and actions taken. Indicate type and number of Non-Collection Notices
1982 left at Service Recipient locations. Indicate instances of property damage or injury, significant
1983 changes in operation, market factors, publicity conducted, needs for publicity. Include description
1984 of processed material loads rejected for sale, reason for rejection and disposition of load after
1985 rejection.

1986 19.3.3 Diversion Rate. Contractor must provide documentation acceptable to County, in
1987 its reasonable judgment, stating and supporting the Calendar Year's Diversion Rate, as calculated
1988 in accordance with the provisions of Article 8. Any tonnages diverted and disposed from large
1989 venues and events during the reporting period will be counted towards the calculated diversion
1990 rate.

1991 19.3.4 GHG Reduction Efforts. Contractor shall provide a detailed and transparent report
1992 of its efforts to reduce, track and report its Scope 1, Scope 2 and Scope 3 GHG emissions
1993 associated with its operations and in accordance with The Climate Registry Reporting. Through
1994 The Climate Registry reporting is conducted for the previous calendar year.

1995 19.3.5 Financial Statements. Contractor must submit annual financial statements for the
1996 local operation. Statements need not be reviewed or audited statements.

1997 19.3.6 Annual Sustainability and Compliance Report. Contractor must complete and
1998 submit data sections within their Sustainability and Compliance Plan to document education and

1999 outreach conducted, public event participation, school visits, compliance notices mailed, site visits,
2000 waste audits completed, information distributed, and media used, and community events hosted.
2001 This must include public education activities undertaken during the year, including distribution of
2002 bill inserts, collection notification tags, community information and events, tours and other activities
2003 related to the provision of Collection Services, and must discuss the impact of these activities on
2004 recycling program participation and include amounts collected from Service Units. The report
2005 should include a complete list of all non-exempt accounts, which includes each non-exempt
2006 account's status as a "covered generator" under Applicable Law, the date and status of Contractor's
2007 outreach efforts at each non-exempt account, and the current level of Recycling and Organics
2008 program participation at each non-exempt account.

2009 19.3.7 Summary of Programs. An analysis of any Recycling and Organic Waste
2010 Collection, processing and marketing issues or conditions (such as participation, setouts,
2011 contamination, etc.) and possible solutions.

2012 19.3.8 Solid Waste Data. The number of SFD and MFD Service Units by type and the
2013 number of Collection Containers distributed by size and Service Unit type.

2014 19.3.9 Waste Characterization Data. A breakdown of Solid Waste (Refuse, Recycling,
2015 and Organics) by material type as per CalRecycle material classifications.

2016 19.3.10 Recycling Data. Gross tons Collected daily on average by material type by route
2017 for SFD, MFD, and County Recycling service, with map of routes. The average participation rates
2018 by quarter relative to the total number of Service Units by Service Unit type. Indicate, by material
2019 type (and grade where appropriate), annual totals of Recyclable Materials processed including
2020 facility name and location, average cost or price received per ton and total recycling cost or revenue
2021 received for the year. Indicate any quantities, by material type, donated or otherwise disbursed
2022 without compensation. Indicate number of Recycling Collection Containers distributed by size and
2023 Service Unit type. Also provide annual totals and location for residue disposed.

2024 19.3.11 Organic Waste Data. Include average daily gross tons Collected by route,
2025 separated by Green Waste and Food Waste, with map of routes. Include the total number of Service
2026 Recipients that receive each type of Organic Waste Collection Service provided by the Contractor.
2027 Indicate average daily number of set outs by route. Indicate average participation rates relative to
2028 the total number of Service Units in terms of weekly set out counts. Indicate number of Organic
2029 Waste Collection Containers distributed by size and Service Unit type. Indicate, by material type,
2030 annual totals of Organic Materials processed including facility name and location, average cost or
2031 price received per ton and total organics cost or revenue received for the year. Provide totals and
2032 location for Residue Disposed. Include the number of route reviews conducted for prohibited
2033 contaminants and the number of Non-Collection Notices issued to Service Recipients in
2034 accordance with Applicable Law.

2035 19.3.12 Customer Service Log. A copy of the customer service log, including a summary
2036 of the type and number of complaints and their resolution. Copies of a written record of all calls
2037 related to missed pickups and responses to such calls.

2038 19.3.13 Customer Service Information Sheet. A copy of Contractor's most recent Customer
2039 Service Information Sheet (i.e., customer call center "cheat sheet") for the County or the equivalent
2040 information used by customer service representatives.

2041 19.3.14 Overweight Vehicle Data. A summary of all instances of overweight Collection
2042 Vehicles. This summary must also include the number of overweight vehicle instances as a
2043 percentage of the total number of Collection Vehicle loads transported during the Calendar Year.

2044 19.3.15 Collection Container and Vehicle Inventory. An updated complete inventory of
2045 Collection Containers by type and size, and an updated complete inventory of Collection Vehicles
2046 including for each vehicle: truck number, route number, date purchased, vehicle type, tare weight,
2047 license plate number, fuel type and vehicle make and model.

2048 19.3.15.1 Compliance Data Required under Applicable Law. Contractor must report
2049 the total number of MFD Service Units serviced and the number of containers, container sizes
2050 and frequency of collection for Refuse, Recyclable Materials and Organic Waste for each non-
2051 exempt MFD Service Unit. Contractor must also provide the following information separately:
2052 the total number of non-exempt MFD Service Units that fall under the thresholds set under
2053 Applicable Law (see AB 341 and AB 1826), and the total number of those non-exempt MFD
2054 Service Units that are not subscribed to MFD Recycling Collection Service or MFD Organics
2055 Collection Service.

2056 19.3.15.2 Outreach Summary. A summary of the type of follow-up outreach that was
2057 provided to those non-exempt MFD Service Units that are not subscribed to MFD Recycling
2058 Collection Service or MFD Organics Collection Service.

2059 19.3.16 Training Records. Contractor shall provide proof of training records for Service
2060 Recipient personnel, emergency procedures, Customer Service Courtesy, and how to recognize
2061 Illicit Discharges and stormwater pollution sources.

2062 19.4 CalRecycle Reports. Contractor will provide reasonable assistance to County in preparing annual
2063 reports to CalRecycle (the "Electronic Annual Report" or EAR), including, but not limited to, supplying
2064 required data for preparation of the reports, and completing all required data input in the Waste Reporting
2065 System.

2066 19.4.1 In the event that CalRecycle requires County to report an Implementation
2067 Schedule to comply with any Applicable Law, Contractor will provide assistance to County in
2068 preparing a report, including Contractor's policies and procedures related to compliance with
2069 Applicable Law and how Recyclable Materials or Organic Waste are collected, a description of the
2070 geographic area, routes, list of addresses served and a method for tracking contamination, copies

2071 of route audits, copies of notice of contamination, copies of notices, violations, education and
2072 enforcement actions issued, and copies of educational materials, flyers, brochures, newsletters,
2073 website, and social media.

2074 19.5 Waste Characterization Audit. Contractor must conduct statistically valid waste audits of
2075 Residential Service Recipients' waste once annually, including Recycling, Refuse, and Organic Waste, and
2076 provide characterization data to the County as part of its Annual Report (Section 19.3). Material types and
2077 guidance should follow CalRecycle requirements and/or recommendations.

2078 19.6 Additional Reporting. Contractor must furnish County with any additional reports as may reasonably
2079 be required, such reports to be prepared within a reasonable time following the reporting period.

2080 Article 20. Nondiscrimination

2081 20.1 Nondiscrimination. In the performance of all work and services under this Agreement, Contractor
2082 may not discriminate against any person based on such person's race, sex, gender, gender identity, color,
2083 national origin, religion, marital status, or sexual orientation. Contractor must comply with all applicable
2084 local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting
2085 discrimination in employment.

2086 Article 21. Service Inquiries and Complaints

2087 21.1 Contractor's Customer Service. All service inquiries and complaints will be directed to Contractor.
2088 A representative of Contractor must be available to receive the complaints during normal business hours.
2089 Customer Service training shall include courtesy, shall prohibit the use of loud or profane language, and
2090 shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that
2091 all employees present a neat appearance and conduct themselves in a courteous manner. Contractor shall
2092 respond to customer complaints within twenty-four (24) hours of receipt, Holidays and weekends excluded.
2093 Cases must be addressed and resolved within three (3) Work Days. In the case of a dispute between
2094 Contractor and a Service Recipient, the matter will be reviewed, and a decision made by the Agreement
2095 Administrator.

2096 21.2 Contractor will utilize an electronic customer service log to maintain a record of all inquiries and
2097 complaints in a form approved by County. At a minimum, the log shall include a description of the complaint,
2098 the date the complaint was received, the staff person who received the complaint, the name, telephone
2099 number and address of the complainant, the actions the Contractor took to resolve the complaint (including
2100 date of action(s)), and the date of resolution (if different than the date of the actions taken). Contractor shall
2101 compile a customer complaint log summary in a format approved by Director and shall submit to Director
2102 with the Quarterly Reports referenced in Section 19.2. The Contractor shall retain a record of each
2103 complaint for a minimum of three (3) years from the time the first complaint was received.

2104 21.3 For those complaints related to missed Collections, where Containers are properly and timely set
2105 out, that are received by 12:00 noon on a Work Day, Contractor will return to the Service Unit address and
2106 Collect the missed materials before leaving the Service Area for the day. For those complaints related to

2107 missed Collections received after 12:00 noon on a Work Day, Contractor will have until the end of the
2108 following Work Day to resolve the complaint. For those complaints related to repair or replacement of
2109 Collection Containers, the appropriate Sections of this Agreement will apply.

2110 21.4 Contractor agrees that it is in the best interest of County that all Refuse, Recyclable Materials, and
2111 Organic Waste be collected on the scheduled Collection day. Accordingly, missed Collections will normally
2112 be Collected as set forth above regardless of the reason that the Collection was missed. However, in the
2113 event a Service Recipient requests missed Collection service more than two (2) times in any consecutive
2114 two (2) month period the Agreement Administrator will work with Contractor to determine an appropriate
2115 resolution to that situation. In the event Contractor believes any complaint to be without merit, Contractor
2116 will notify the Agreement Administrator, by e-mail. The Agreement Administrator will investigate all disputed
2117 complaints and render a decision.

2118 21.5 Contractor's service and emergency telephone numbers must be accessible by a local (County)
2119 phone number or toll-free number. The service telephone number(s) must be listed in the area's telephone
2120 directories under Contractor's name in the White Pages and available through an online search and listed
2121 on the Contractor's website.

2122 Article 22. Quality of Performance of Contractor

2123 22.1 Intent. Contractor acknowledges and agrees that one of County's primary goals in entering into this
2124 Agreement is to ensure Collection Services are of the highest caliber, Service Recipient satisfaction
2125 remains at the highest level, maximum diversion levels are achieved, and materials Collected are put to the
2126 highest and best use to the extent possible.

2127 22.2 Administrative Charges and Penalties. Quality performance by the Contractor is of primary
2128 importance. In respect of this, Contractor agrees to pay County administrative charges and penalties as
2129 detailed in Exhibit 5 should Contractor fail to meet its responsibilities under this Agreement. Should
2130 Contractor be in breach of the requirements set forth in this Agreement, it is mutually understood and agreed
2131 the public will necessarily suffer damages and such damages, from the nature of the default in performance
2132 will be extremely difficult and impractical to fix. County finds, and the Contractor agrees, that, as of the time
2133 of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of
2134 damages which will be incurred by County as a result of a breach by Contractor of its obligations under this
2135 Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited
2136 to, the fact that: (i) substantial damage results to members of the public who are denied services or denied
2137 quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration and deprivation of
2138 the benefits of this Agreement to individual members of the general public for whose benefit this Agreement
2139 exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise
2140 monetary terms; (iii) services might be available at substantially lower costs than alternative services, and
2141 the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to
2142 calculate in precise monetary terms; and (iv) the termination of this Agreement for such breaches, and other
2143 remedies are, at best, a means of future correction and not remedies making the public whole for past
2144 breaches.

2145 22.3 Procedure for Review of Administrative Charges. The Agreement Administrator may assess
2146 administrative charges and penalties as specified in Exhibit 5 pursuant to this Agreement quarterly. At the
2147 end of each quarter during the term of this Agreement, the Agreement Administrator will issue a written
2148 notice to Contractor ("Notice of Assessment") of the administrative charges assessed and the basis for
2149 each assessment.

2150 22.3.1 The assessment will become final unless, within ten (10) calendar days of the date
2151 of the notice of assessment, Contractor provides a written request for a meeting with the County
2152 Administrator to present evidence that the assessment should not be made.

2153 22.3.2 The Agreement Administrator will schedule a meeting between Contractor and the
2154 County Administrator as soon as reasonably possible after timely receipt of Contractor's request.

2155 22.3.3 The County Administrator will review Contractor's evidence and render a decision
2156 sustaining or reversing the administrative charges as soon as reasonably possible after the
2157 meeting. Written notice of the decision will be provided to Contractor.

2158 22.3.4 In the event Contractor does not submit a written request for a meeting within ten
2159 (10) calendar days of the date of the Notice of Assessment, the Agreement Administrator's
2160 determination will be final.

2161 22.3.5 County's assessment or collection of administrative charges will not prevent
2162 County from exercising any other right or remedy, including the right to terminate this Agreement,
2163 for Contractor's failure to perform the work and services in the manner set forth in this Agreement.

2164 22.4 Uncontrollable Circumstances.

2165 22.4.1 If either party is prevented from or delayed in performing its duties under this
2166 Agreement by circumstances beyond its control, whether or not foreseeable, including, without
2167 limitation, acts of terrorism, landslides, lightning, forest fires, storms, floods, severe weather,
2168 freezing, earthquakes, other natural disasters, the threat of such natural disasters, pandemics (or
2169 threat of same), quarantines, civil disturbances, acts of the public enemy, wars, blockades, public
2170 riots, strikes, lockouts, or other labor disturbances, acts of government or governmental restraint
2171 or other causes, whether of the kind enumerated or otherwise, not reasonably within the control of
2172 the affected party, then the affected party will be excused from performance hereunder during the
2173 period of such disability.

2174 22.4.2 The party claiming excuse from performance must promptly notify the other party
2175 when it learns of the existence of such cause, including the facts constituting such cause, and when
2176 such cause has terminated.

2177 22.4.3 The interruption or discontinuance of services by a party caused by circumstances
2178 outside of its control will not constitute a default under this Agreement.

2179

Article 23. Performance Bond

2180 23.1 Performance Bond. Within ten (10) Business Days from the date the Board of Supervisors approves
 2181 this Agreement, Contractor must furnish to County, and keep current, a performance bond, for the faithful
 2182 performance of this Agreement and all obligations arising hereunder. From January 1, 2024, and so long
 2183 as this Agreement or any extension thereof remains in force, Contractor must maintain a performance bond
 2184 in the amount of one million dollars (\$1,000,000).

2185 23.2 The performance bond must be executed by a surety company licensed to do business in the State
 2186 of California; having an "A-" or better rating by A. M. Best or Standard and Poor's; and included on the list
 2187 of surety companies approved by the Treasurer of the United States.

2188 23.3 In the event County draws on the bond, all of County's costs of collection and enforcement of the
 2189 Bond, including reasonable attorney's fees and costs, must be paid by Contractor.

2190 23.4 The Performance Bond must be renewed annually for the entire term of the Agreement and
 2191 evidence must be provided to County annually.

2192

Article 24. Insurance

2193 24.1 Insurance Policies. Contractor must secure and maintain throughout the term of this Agreement
 2194 insurance against claims for injuries to persons or damages to property which may arise from or in
 2195 connection with Contractor's performance of work or services under this Contract. Contractor's performance
 2196 of work or services includes performance by Contractor's employees, agents, representatives, and
 2197 subcontractors.

2198 24.2 Minimum Scope of Insurance. Insurance coverage must be at least this broad:

2199 24.2.1 Insurance Services Office Form No. GL 0002 (Ed. 1/96) covering Comprehensive
 2200 General Liability and Insurance Services Office Form No. GL 0404 covering Broad Form
 2201 Comprehensive General Liability; or Insurance Services Office Commercial General Liability
 2202 coverage ("occurrence" form CG 0001), including X, C, U where applicable.

2203 24.2.2 Insurance Services Office Form No. CA 0001 (Ed. 12/93) covering Automobile
 2204 Liability, code 1 "any auto", or code 2 "owned autos" and endorsement CA 0025. Coverage must
 2205 also include code 8, "hired autos" and code 9 "non-owned autos".

2206 24.2.3 Workers' Compensation insurance as required by the California Labor Code and
 2207 Employers Liability Insurance.

2208 24.2.4 Environmental Pollution Liability Insurance.

2209 24.3 Minimum Limits of Insurance. Contractor must maintain insurance limits no less than:

2210 24.3.1 Comprehensive General Liability: \$3,000,000 combined single limit per occurrence
2211 for bodily injury, personal injury, and property damage. If Commercial General Liability insurance
2212 with a general aggregate limit is used, either the general aggregate limit will apply separately to
2213 this Agreement, or the general aggregate limit must be \$5,000,000.

2214 24.3.2 Automobile Liability: \$10,000,000 combined single limit per accident for bodily
2215 injury and property damage.

2216 24.3.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as
2217 required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.

2218 24.3.4 Environmental Pollution Liability: \$3,000,000 per occurrence and \$5,000,000
2219 aggregate, with five (5) years tail coverage. Coverage shall include bodily injury or property damage
2220 arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or
2221 escape of pollutants resulting from Contractor's operations.

2222 24.3.5 If Contractor maintains higher limits than the minimum shown above, the County
2223 requires and shall be entitled to coverage for the higher limits maintained by the Service Provider.
2224 Any available insurance proceeds exceeding the specified minimum limits of insurance and
2225 coverage shall be available to the County.

2226 24.4 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared
2227 to County's risk manager. Should County form a reasonable belief Contractor may be unable to pay any
2228 deductibles or self-insured retentions, Contractor must procure a bond guaranteeing payment of losses and
2229 related investigations, claim administration and defense expenses in an amount specified by County's risk
2230 manager.

2231 24.5 Endorsements. The policies are to contain, or be endorsed to contain, the following provisions:

2232 24.5.1 General Liability, Automobile and Environmental Liability Coverage.

2233 24.5.1.1 County, its officers, employees, agents, and contractors are to be covered
2234 as additional insureds as respects: Liability arising out of activities performed by, or on behalf
2235 of, Contractor; products and completed operations of Contractor; Premises owned, leased or
2236 used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The
2237 coverage must contain no special limitations on the scope of protection afforded to County, its
2238 officers, employees, agents and contractors.

2239 24.5.1.2 Contractor's insurance coverage must be primary insurance as respects
2240 County, its officers, employees, agents, and contractors. Any insurance, or self-insurance
2241 maintained by County, its officers, employees, agents, or contractors will be in excess of
2242 Contractor's insurance and will not contribute with it.

2243 24.5.1.3 Any failure to comply with reporting provisions of the policies will not affect
2244 coverage provided to County, its officers, employees, agents, or contractors.

2245 24.5.1.4 Coverage must State that Contractor's insurance will apply separately to
2246 each insured against whom claim is made or suit is brought, except with respect to the limits
2247 of the insurer's liability.

2248 24.5.2 All Coverage Each insurance policy required by this Agreement must be endorsed
2249 to State that coverage may not be canceled except after thirty (30) calendar days (ten (10) days in
2250 the event of cancellation for non-payment) prior written notice has been given to County. Moreover,
2251 Contractor will not order the cancellation of any required insurance policy or change in insurance
2252 policy limits without thirty (30) days prior written notice to County by Contractor.

2253 24.6 Acceptability of Insurers. Insurance is to be placed with insurers having an A.M. Best rating of A-
2254 /VII or better.

2255 24.7 Verification of Coverage. Contractor must furnish County with certificates of insurance and with
2256 original endorsements affecting coverage required by this Agreement. The certificates and endorsement
2257 for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its
2258 behalf. Contractor must furnish County with a new certificate of insurance and endorsements on each
2259 renewal of coverage or change of insurers. Proof of insurance must be mailed to the following address, or
2260 any subsequent address as may be directed by the County:

2261 County of Ventura
2262 Public Works Agency Water & Sanitation, IWMD
2263 800 S. Victoria Ave.
2264 Ventura, CA 93009-1650

2265 24.8 Subcontractors. Contractor must include all subcontractors performing services in the County as
2266 insureds under its policies or subcontractors must obtain separate certificates and endorsements.

2267 24.9 Modification of Insurance Requirements. The insurance requirements provided in this Agreement
2268 may be modified or waived by County's risk manager, in writing, upon the request of Contractor if County's
2269 risk manager determines such modification or waiver is in the best interest of County considering all relevant
2270 factors, including exposure to County.

2271 24.10 Rights of Subrogation. All required insurance policies must preclude any underwriter's rights of
2272 recovery or subrogation against County with respect to matters related to Contractor's performance of its
2273 obligations under this Agreement, with the express intention of the parties being that the required insurance
2274 coverage protects both parties as the primary coverage for any and all losses covered by the above-
2275 described insurance. Contractor must ensure that any companies issuing insurance to cover the
2276 requirements contained in this Agreement agree that they will have no recourse against County for payment
2277 or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and
2278 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in
2279 which County is named as an additional insured will not apply to County.

2280 24.11 Failure to maintain insurance. Should Contractor fail to obtain or maintain insurance as required by
2281 this Agreement, Contractor shall have seven (7) days to cure the defect, during which time County shall
2282 have the option, but not the obligation, to, at Contractor's sole expense: (i) hire replacement waste hauler
2283 services to perform Contractor's tasks until insurance coverage is resumed; or (ii) obtain replacement
2284 insurance coverage during said cure period. Should Contractor fail to correct this defect, County shall have
2285 the option to terminate this Agreement immediately.

2286 Article 25. Hold Harmless and Indemnification

2287 25.1 Hold Harmless for Contractor's Damages. Contractor holds County, its elected officials, officers,
2288 agents, employees, and volunteers harmless from all of Contractor's claims, demands, lawsuits, judgments,
2289 damages, losses, injuries or liability to Contractor, to Contractor's employees, to Contractor's contractors
2290 or subcontractors, or to the owners of Contractor's firm, which damages, losses, injuries or liability occur
2291 during the work or services required under this Agreement, or performance of any activity or work required
2292 under this Agreement.

2293 25.2 Defense and Indemnity of Third-Party Claims/Liability. Contractor shall indemnify, defend with legal
2294 counsel approved by County, and hold harmless County, its officers, officials, employees, and volunteers
2295 ("County Indemnitees") from and against all liability including, but not limited to, loss, damage, expense,
2296 cost (including, without limitation, reasonable legal counsel fees, expert fees and all other costs and fees
2297 of litigation) of every nature arising out of, or in connection with, Contractor's performance of work
2298 hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss
2299 or damage which is caused by the active negligence or willful misconduct of County. Should conflict of
2300 interest principles preclude a single legal counsel from representing both County and Contractor, or should
2301 County otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse County its
2302 costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs
2303 and fees of litigation. The Contractor shall promptly pay County any final judgment rendered against County
2304 (and its officers, officials, employees, and volunteers) with respect to claims covered by this Section. It is
2305 expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive
2306 as is permitted by the law of the State of California and will survive termination of this Agreement.
2307 Contractor's obligations under this Section apply regardless of whether or not such claim, charge, damage,
2308 demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was
2309 caused in part or contributed to by a County Indemnitee. However, without affecting the rights of County
2310 under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless
2311 County for liability attributable to the active negligence of County, provided such active negligence is
2312 determined by agreement between the parties or by findings of a court of competent jurisdiction. In
2313 instances where County is shown to have been actively negligent and where County's active negligence
2314 accounts for only a percentage of the liability involved, the obligation of the Contractor will be for that entire
2315 portion or percentage of liability not attributable to the active negligence of County.

2316 25.3 Nonwaiver. County does not waive, nor shall be deemed to have waived, any indemnity, defense
2317 or hold harmless rights under this Section because of the acceptance by County, or the deposit with County,
2318 of any insurance certificates or policies described in Article 24.

2319 25.4 Diversion Indemnification. Subject to the requirements of Public Resources Code section 40059.1,
2320 which will control in the event of any conflict with the provisions of this Section, Contractor agrees to defend
2321 and indemnify County Indemnitees with counsel selected by Contractor and approved by County, to pay all
2322 attorneys' fees, and to indemnify and hold County Indemnitees harmless from and against all fines or
2323 penalties imposed by the CalRecycle if the diversion goals specified in California Public Resources Code
2324 section 41780, as it may be amended, are not met by County with respect to the Materials Collected by
2325 Contractor and if the lack in meeting such goals are attributable to the failure of Contractor to implement
2326 and operate the recycling or diversion programs or undertake the related activities required by this
2327 Agreement. In the event CalRecycle provides an administrative process to challenge the imposition of a
2328 compliance order, a fine, or fines, Contractor will be responsible for engaging any consultants or attorneys
2329 necessary to represent County in any challenge. Contractor will be responsible for the retention of and
2330 payment to any consultants engaged to perform waste generation studies (diversion and disposal). All
2331 consultants and attorneys engaged hereunder are subject to the agreement of County and Contractor.

2332 25.5 Hazardous Substances Indemnification. Contractor agrees to indemnify, defend (with counsel
2333 reasonably approved by County), protect and hold harmless the County Indemnitees from and against any
2334 and all claims of any kind whatsoever paid, suffered or incurred by or against the County Indemnitees
2335 resulting from any action or response action undertaken pursuant to CERCLA, the Carpenter-Presley-
2336 Tanner Hazardous Substance Account Act of 1981, Health & Safety Code Sections 25300 et seq., or other
2337 similar federal, state or local law or regulation with respect to Solid Waste or Household Hazardous Waste
2338 Collected and Disposed of by Contractor. The foregoing indemnity is intended to operate as an agreement
2339 pursuant to Section 107(e) of CERCLA and Section 25364 of the Health & Safety Code to defend, protect,
2340 hold harmless and indemnify the County Indemnitees from all forms of liability under CERCLA, the
2341 Carpenter-Presley-Tanner Hazardous Substance Account Act of 1981 with respect to Solid Waste or
2342 Household Hazardous Waste Collected and Disposed of by Contractor.

2343 25.6 Proposition 218 Release. County intends to comply with all applicable laws concerning the
2344 Maximum Service Rates provided under this Agreement. Upon thorough analysis, the parties have made
2345 a good faith determination that the Maximum Service Rates for the Solid Waste Collection Services
2346 provided under this Agreement are not subject to California Constitution Articles XIII C and XIII D because,
2347 among other reasons, such services are provided by a private corporation and not by County pursuant to
2348 Article 5, Contractor independently establishes the rates for services within the limits established in this
2349 Agreement, the receipt of services is voluntary and not required of any property within County, and any
2350 owner or Service Recipient of property within County has the opportunity to avoid the services available
2351 under this Agreement either through self-hauling or use of property in such a manner that Solid Waste is
2352 not generated. Accordingly, Contractor agrees to hold harmless and release the County Indemnitees from
2353 and against any and all claims Contractor may have against the County Indemnitees resulting in any form
2354 from the Maximum Service Rates provided for under this Agreement or in connection with the application
2355 of California Constitution Article XIII C and Article XIII D to the imposition, payment or collection of the rates
2356 under this Agreement. This Section will survive the expiration or termination of this Agreement for Claims
2357 arising prior to the expiration or termination of this Agreement.

2358 25.7 Consideration. It is specifically understood and agreed that the consideration inuring to Contractor
2359 for the execution of this Agreement consists of the promises, payments, covenants, rights, and
2360 responsibilities contained in this Agreement.

2361 25.8 Obligation. This Agreement obligates Contractor to comply with the foregoing indemnification and
2362 release provisions; however, the collateral obligation of providing insurance must also be satisfied as set
2363 forth in this Agreement. The provision of insurance, and the coverage limits therein, shall not in any way be
2364 a limitation on Contractor's indemnification and defense obligations.

2365 25.9 Subcontractors. Contractor must require all subcontractors performing work in the County to enter
2366 into a contract containing the provisions set forth in Article 25 in which contract the subcontractor fully
2367 indemnifies County in accordance with this Agreement.

2368 25.10 Exception. Notwithstanding other provisions of this Agreement, Contractor's obligation to
2369 indemnify, hold harmless and defend County, its officers and employees will not extend to any loss, liability,
2370 penalty, damage, action, or suit arising or resulting solely from acts or omissions constituting active
2371 negligence, willful misconduct, breach of this Agreement, or violation of law on the part of County, its
2372 officers, or employees.

2373 25.11 Damage by Contractor. If Contractor's employees or subcontractors cause any injury, damage, or
2374 loss to County property, including, but not limited to, County streets or curbs, excluding normal wear and
2375 tear, Contractor must reimburse County for County's cost of repairing or replacing such injury, damage, or
2376 loss. Such reimbursement is not in derogation of any right of County to be indemnified by Contractor for
2377 any such injury, damage, or loss. With the prior written approval of County, Contractor may repair the
2378 damage at Contractor's sole cost and expense. Any injury, damage or loss to private property caused by
2379 the negligent or willful acts or omissions of Contractor to private property must be repaired or replaced by
2380 Contractor at Contractor's sole expense. Disputes between Contractor and its Service Recipients or private
2381 property owners relating to damage to private property are civil matters and complaints of damage will be
2382 referred to Contractor as a matter within its sole responsibility and as a matter within the scope of Article
2383 25.

2384 Article 26. Default of Agreement

2385 26.1 Termination. County may terminate this Agreement, except as otherwise provided below in this
2386 Section, by giving Contractor thirty (30) calendar days advance written notice, to be served as provided in
2387 this Agreement, upon the happening of any one of the following events:

2388 26.1.1 Contractor takes the benefit of any present or future insolvency statute, or makes
2389 a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy (court)
2390 or a petition or answer seeking an arrangement for its reorganization or the readjustment of its
2391 indebtedness under the Federal bankruptcy laws or under any other law or statute of the United
2392 States or any State thereof, or consent to the appointment of a receiver, trustee or liquidator of all
2393 or substantially all of its property; or

2394 26.1.2 By order or decree of a court, Contractor is adjudged bankrupt or an order is made
2395 approving a petition filed by any of its creditors or by any of the stockholders of Contractor, seeking
2396 its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or
2397 under any law or statute of the United States or of any State thereof, provided that if any such
2398 judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any
2399 notice of default will be and become null, void and of no effect; unless such stayed judgment or
2400 order is reinstated in which case, such default will be deemed immediate; or

2401 26.1.3 By, or pursuant to, or under the authority of any legislative act, resolution or rule
2402 or any order or decree of any court or governmental board, agency or officer having jurisdiction, a
2403 receiver, trustee, or liquidator takes possession or control of all, or substantially all, Contractor
2404 property, and such possession or control continues in effect for a period of sixty (60) calendar days;
2405 or

2406 26.1.4 Contractor has defaulted, by failing or refusing to pay in a timely manner the
2407 administrative charges or other monies due County and such default is not cured within thirty (30)
2408 calendar days of receipt of written notice by County to do so; or

2409 26.1.5 Contractor has defaulted by allowing any final judgment for the payment of money
2410 owed to County to stand against it unsatisfied and such default is not cured within thirty (30)
2411 calendar days of receipt of written notice by County to do so; or

2412 26.1.6 In the event that monies due County under Section 26.1.3 above or an unsatisfied
2413 final judgment under Section 26.1.4 above is the subject of a judicial proceeding, Contractor will
2414 not be in default if the sum of money is bonded. All bonds must be in the form acceptable to the
2415 County Attorney; or

2416 26.1.7 Contractor has defaulted, by failing or refusing to perform or observe any of the
2417 terms, conditions or covenants in this Agreement, including, but not limited to, the maintenance of
2418 a performance bond in accordance with Article 23, or any of the rules and regulations promulgated
2419 by County pursuant thereto or has wrongfully failed or refused to comply with the instructions of the
2420 Agreement Administrator relative thereto and such default is not cured within thirty (30) calendar
2421 days of receipt of written notice by County to do so, or if by reason of the nature of such default,
2422 the same cannot be remedied within thirty (30) calendar days following receipt by Contractor of
2423 written demand from County to do so, Contractor fails to commence the remedy of such default
2424 within such thirty (30) calendar days following such written notice or having so commenced fails
2425 thereafter to continue with diligence the curing thereof (with Contractor having the burden of proof
2426 to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it
2427 is proceeding with diligence to cure such default, and such default will be cured within a reasonable
2428 period of time). However, notwithstanding anything contained herein to the contrary, for the failure
2429 of Contractor to provide Collection Services for a period of three (3) consecutive Work Days, County
2430 may secure Contractor's records on the fourth (4th) Work Day in order to provide interim Collection
2431 services until such time as the matter is resolved and Contractor is again able to perform pursuant
2432 to this Agreement; provided, however, if Contractor is unable for any reason or cause to resume

2433 performance at the end of thirty (30) calendar days all liability of County under this Agreement to
2434 Contractor will cease and this Agreement may be terminated by County.

2435 26.2 Violations. Notwithstanding the foregoing and as supplemental and additional means of termination
2436 of this Agreement under this Article, in the event that Contractor's record of performance shows that
2437 Contractor has defaulted in the performance of any of the covenants and conditions required herein to be
2438 kept and performed by Contractor three (3) or more times in any twenty-four (24) month period, and
2439 regardless of whether the Contractor has corrected each individual condition of default, Contractor will be
2440 deemed a "habitual violator", will be deemed to have waived the right to any further notice or grace period
2441 to correct, and all such defaults will be considered cumulative and collectively will constitute a condition of
2442 irredeemable default. County will thereupon issue Contractor a final warning citing the circumstances
2443 therefore, and any single default by Contractor of whatever nature, subsequent to the occurrence of the
2444 last of such cumulative defaults, will be grounds for immediate termination of the Agreement. In the event
2445 of any such subsequent default, County may terminate this Agreement upon giving of written final notice to
2446 Contractor, such cancellation to be effective upon the date specified in County's written notice to Contractor,
2447 and all contractual fees due hereunder plus any and all charges and interest will be payable to such date,
2448 and Contractor will have no further rights hereunder. Immediately upon the specified date in such final
2449 notice Contractor must cease any further performance under this Agreement.

2450 26.3 Termination Date. In the event of any the events specified above, and except as otherwise provided
2451 in such subsections, termination will be effective upon the date specified in County's written notice to
2452 Contractor and upon such date this Agreement will be deemed immediately terminated and upon such
2453 termination, except for payment of services rendered up to and including the date of termination, all liability
2454 of County under this Agreement to Contractor will cease, and County will have the right to call the
2455 performance bond and will be free to negotiate with other contractors for the operation of interim and long-
2456 term Collection Services. Contractor must reimburse County for all direct and indirect costs of providing
2457 any interim Collection Services resulting from Contractor's default in this Agreement.

2458 26.4 Termination Cumulative. County's right to terminate this Agreement is cumulative to any other
2459 rights and remedies provided by law or by this Agreement.

2460 26.5 Alternative Service. Should Contractor, for any reason, except the occurrence or existence of any
2461 of the events or conditions set forth in Section 22.4 (Uncontrollable Circumstances), refuse or be unable,
2462 for a period of more than forty-eight (48) hours, to Collect a material portion or all of the Solid Waste which
2463 it is obligated under this Agreement to Collect, and as a result, Solid Waste should accumulate in County
2464 to such an extent, in such a manner, or for such a time that the County Administrator, in the reasonable
2465 exercise of the County Administrator's discretion, should find that such accumulation endangers or
2466 menaces the public health, safety or welfare, then County will have the right to Agreement with another
2467 Solid Waste enterprise to Collect any or all Solid Waste which Contractor is obligated to Collect pursuant
2468 to this Contract. County must provide twenty-four (24) hours prior written notice to Contractor during the
2469 period of such event, before contracting with another Solid Waste enterprise to Collect any or all Solid
2470 Waste that Contractor would otherwise collect pursuant to this Agreement for the duration of period during
2471 which Contractor is unable to provide such services. In such event, Contractor must undertake
2472 commercially reasonable efforts to identify sources from which such substitute Solid Waste services are

2473 immediately available and must reimburse County for all expenses for such substitute services during
2474 period in which Contractor is unable to provide Collection services required by this Agreement.

2475 26.6 Survival of Certain Contractor Obligations. Notwithstanding the termination of this Agreement by
2476 Contractor or County, Contractor's obligation to indemnify, defend and hold County and County
2477 Indemnitees harmless as provided in this Agreement shall survive termination for five (5) years from the
2478 date of termination. Notwithstanding the termination of this Agreement by Contractor or County, such act
2479 shall not automatically invalidate or cancel any insurance policy, letter of credit, performance bond or similar
2480 instruments provided by Contractor under this Agreement and such policies, letters of credit, performance
2481 bonds and other instruments shall remain in full force and effect for one full year after termination.

2482 26.7 Arbitration. Except as otherwise provided in this Agreement, any controversy, dispute, or claim
2483 arising out of, or related in any way to this Agreement, including without limitation, any claims for damages
2484 or compensation or any claims under or pursuant to a performance bond or letter of credit, shall be subject
2485 to binding arbitration before a neutral arbitrator in accordance with Title 9 or Part 3 of the California Code
2486 of Civil Procedure (commencing with Section 1280). Judgment upon any award or determination rendered
2487 by said arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall determine
2488 whether one or both parties shall pay the arbitrator's fees and costs associated with any discovery.

2489 **Article 27. Modifications to the Agreement**

2490 27.1 County-Directed Change. County has the power to make changes in this Agreement to impose
2491 new rules and regulations on Contractor under this Agreement relative to the scope and methods of
2492 providing Collection Services as may from time-to-time be necessary and desirable for the public welfare.
2493 By way of illustration, the size of Collection Containers specified herein for "Bundled Service" are designed
2494 to meet the requirements of the State's recycling mandates as set forth under Applicable Law and to be
2495 appropriate for the capabilities and capacities of available Materials Recovery Facilities and Organics
2496 Waste Processing Facilities at the start of this Agreement, but capabilities and capacities of such facilities
2497 may change during the term of this Agreement; and as such, County reserves the right to redirect materials
2498 to alternate facilities and change the designated sizes of Containers for Bundled Service in accordance
2499 with any such changes. County will give the Contractor notice of any proposed change and an opportunity
2500 to be heard concerning those matters and agrees to adjust Maximum Service Rates to reflect additional
2501 costs borne by Contractor. The scope and method of providing Collection Services, as referenced herein,
2502 will be liberally construed to include procedures, operations and obligations, financial or otherwise, of
2503 Contractor. When such modifications are made to this Agreement, County and Contractor will negotiate in
2504 good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the
2505 services or other obligations required of Contractor due to any modification in the Agreement under this
2506 Article. County and Contractor will not unreasonably withhold agreement to such compensation adjustment.
2507 Should agreement between County and Contractor on compensation adjustment not be reached within six
2508 (6) months of the change request, or other period as agreed upon by both parties, County and Contractor
2509 agree to submit the compensation adjustment to binding arbitration as described in Section 26.7.

2510 27.2 Change in Law. County and Contractor understand and agree that the California Legislature has
2511 the authority to make comprehensive Changes in Law, including by not limited to Solid Waste Collection
2512 legislation, and that these and other changes in Applicable Law in the future which mandate certain actions
2513 or programs for counties, municipalities or Contractor may require changes or modifications in some of the
2514 terms, conditions, or obligations under this Agreement. Contractor agrees that the terms and provisions of
2515 County Code, as it now exists or as it may be amended in the future (in a manner not inconsistent with this
2516 Agreement), will apply to all provisions of this Agreement and the Service Recipients of Contractor located
2517 within the Service Area. In the event any future change in Federal law or regulations, State or local law or
2518 regulation, or the County Code materially alters the obligations of Contractor, then the affected Maximum
2519 Service Rates, as established in Exhibit 1 of this Agreement, will be adjusted in accordance with this Sec-
2520 tion. Nothing contained in this Agreement will require any party to perform any act or function contrary to
2521 law. County and Contractor agree to enter into good faith negotiations regarding modifications to this
2522 Agreement which may be required to implement changes in the interest of the public welfare or due to
2523 Change in Law. When such modifications are made to this Agreement, County and Contractor will negotiate
2524 in good faith, a reasonable and appropriate compensation adjustment for any increase or decrease in the
2525 services or other obligations required of Contractor due to any Change in Law or modification in the
2526 Agreement under this Article. County and Contractor will not unreasonably withhold agreement to such
2527 compensation adjustment. Should agreement between County and Contractor on compensation
2528 adjustment not be reached within six (6) months of the change request, or other period as agreed upon by
2529 both parties, County and Contractor agree to submit the compensation adjustment to binding arbitration as
2530 described in Section 26.7.

2531 **Article 28. Interpretation**

2532 28.1 Acknowledgement. It is acknowledged that each party was, or had the opportunity to be,
2533 represented by counsel in the preparation of and contributed equally to the terms and conditions of this
2534 Agreement and, accordingly, the rule that a contract will be interpreted strictly against the party preparing
2535 the same will not apply due to the joint contributions of both parties. For the purpose of this Agreement,
2536 wherever the masculine or neuter form is used, the same shall include the masculine or feminine, and the
2537 singular number shall include the plural, and the plural number shall include the singular, wherever the
2538 context so requires.

2539 **Article 29. Conflict of Interest**

2540 29.1 Financial Interest. Contractor is unaware of any County employee or official that has a financial
2541 interest in Contractor's business. During the Term and/or as a result of being awarded this Agreement,
2542 Contractor shall not offer, encourage or accept any financial interest in Contractor's business by any County
2543 employee or official, nor shall Contractor provide any payment, gift or item of value to any County official,
2544 employee or agent, either directly or through intermediaries, who is involved in the negotiation, execution
2545 or administration of this Agreement except (a) as part of commercial transactions identical to those involving
2546 other members of the public generally or (b) lawful campaign contributions.

Article 30. Contractor's Personnel

- 2547
- 2548 30.1 Displaced Employees. Contractor shall offer employment to all qualified displaced employees of
2549 the County's prior service provider from the prior Solid Waste collection agreements for the Service Area.
2550 Contractors must retain these displaced employees for a period of not less than ninety (90) days, as
2551 provided for in Chapter 4.6, Sections 1070 through 1076 of the California Labor Code. Contractor shall
2552 make information about wage rates, benefits, and job classifications of employees available to the County
2553 prior to any subsequent procurement for Solid Waste collection.
- 2554 30.2 Personnel Requirements. Contractor shall assign only qualified personnel to perform all services
2555 required under this Agreement and shall be responsible for ensuring its employees comply with this
2556 Agreement and all Applicable Laws related to their employment and position. Contractor's employees,
2557 officers, agents, and subcontractors shall not identify themselves or in any way represent themselves as
2558 being employees or officials of County. County may request the transfer of any employee of Contractor who
2559 materially violates any provision of this Agreement, or who is wanton, negligent, or discourteous in the
2560 performance of their duties under this Agreement.
- 2561 30.3 Agreement Manager. Contractor shall designate a qualified employee to serve as its Agreement
2562 Manager and must provide the name of that person in writing to County within thirty (30) days prior to the
2563 Commencement Date of this Agreement and annually by January 1st of each subsequent Calendar Year
2564 of this Agreement and any other time the person in that position changes. The Agreement Manager must
2565 be available to the County through the use of telecommunications equipment at all times that Contractor is
2566 providing Collection Services in the Service Area. The Agreement Manager must provide County with an
2567 emergency phone number where the Agreement Manager can be reached outside of normal business
2568 hours.
- 2569 30.4 Service Supervisor. Contractor shall assign a qualified employee to serve as is Service Supervisor
2570 to be in charge of the Collection Service within the Service Area and must provide the name of that person
2571 in writing to the Agreement Administrator on or before the Commencement Date, and thereafter annually
2572 before January 1st of each subsequent Calendar Year of the Term, and any other time Contractor changes
2573 the employee serving in that position changes. The Service Supervisor must be physically located in the
2574 Service Area and available to the Agreement Administrator via telecommunication equipment whenever
2575 Contractor is providing Collection Services. If the Service Supervisor is unavailable due to illness or
2576 vacation, Contractor must designate a substitute acceptable to the County who shall be available and have
2577 the authority to act in the same capacity as the Service Supervisor.
- 2578 30.5 Key Operations Staff. Contractor shall identify a Key Operations Staff consisting at a minimum of:
2579 one (1) Operations Manager; one (1) Route Supervisor; one (1) Lead Mechanical Supervisor; and one (1)
2580 Service Recipient Service Supervisor dedicated to the County and available to the County as needed. Each
2581 Key Operations Staff will provide the following to County Staff: email address, phone number, cell phone
2582 number and office address.
- 2583 30.6 Sustainability/Compliance Staff. In accordance with Article 17, Contractor shall provide full-time
2584 Sustainability/Compliance Staff.

2585 30.7 Field Personnel. Contractor's field operations personnel are required to wear a clean uniform shirt
2586 bearing Contractor's name. Contractor's employees, who normally come into direct contact with the public,
2587 including drivers, must bear some means of individual photographic identification such as a name tag or
2588 identification card. Each driver of a Collection vehicle must always carry a valid California driver's license
2589 and all other required licenses for the type of vehicle being operated.

2590 30.8 Labor Certifications. Contractor certifies: (i) it is aware of the provisions of Section 3700 of the
2591 California Labor Code requiring every employer to be insured against liability for Workers' Compensation
2592 or to undertake self-insurance in accordance with the provisions of that Code; (ii) in the performance of the
2593 Services, Contractor shall not, in any manner, employ any person or contract with any person so that any
2594 part of this Agreement is so performed by such person would be subject to the workers' compensation laws
2595 of the State of California unless and until Contractor gives County a certificate of consent to self-insure or
2596 a certificate of Workers' Compensation Insurance Coverage; and (iii) in the event Contractor hires any
2597 subcontractor who has employees to perform the any part thereof, then Contractor shall either require the
2598 subcontractor to obtain Workers' Compensation Insurance Coverage, or must obtain Workers'
2599 Compensation Insurance Coverage for the subcontractor's employees. Before commencing performance
2600 under this Agreement, Contractor shall provide to the County evidence of any Workers' Compensation
2601 Insurance Coverage required by or for this Agreement, and all such coverage shall be endorsed with a
2602 waiver of subrogation in favor of County for all work performed by Contractor, its employees, its agents,
2603 and its subcontractors.

2604 30.9 Employment & Labor Practices. Contractor shall indemnify and hold harmless County and its
2605 elected officials, officers, employees, servants, designated volunteers, and agents serving as independent
2606 contractors in the role of County officials, from any and all liability, damages, claims, costs, and expenses
2607 of any nature to the extent arising from Contractor's personnel and labor practices. All duties of Contractor
2608 under this paragraph shall survive termination of this Agreement.

2609 30.10 Subcontractors. Contractor shall not subcontract any portion of this Agreement without the prior
2610 written approval of the County Administrator. Contractor is fully responsible to County for the performance
2611 of any and all subcontractors, if any, and shall insure any and all subcontractors perform services in
2612 accordance with all terms and conditions of this Agreement. Contractor shall require any subcontractors
2613 to maintain all applicable federal, state, and local licenses required for the work they are assigned to
2614 perform. Contractor shall require any subcontractors performing work in the County to enter into a written
2615 contract that requires such subcontractors to agree they are independent contractors and have no other
2616 agency relationship with County.

2617 30.11 Conduct of Personnel. Contractor shall require its employees and agents (including
2618 Subcontractors) to be courteous, to work as quietly as possible, to leave containers where originally found,
2619 to wear appropriate clothing and other personal protective equipment (PPE) as necessary, to use only
2620 regular pedestrian walkways or driveways while on private property, and to avoid trespassing, loitering, or
2621 meddling with property or events that do not concern them. Contractor shall clean up any spilled material
2622 created during collection of any container.

2623

Article 31. Exempt Waste

2624 31.1 Contractor is not required to Collect or dispose any Exempt Waste but may offer such services. All
 2625 such Collection and disposal of Exempt Waste is not regulated under this Agreement, but, if provided by
 2626 Contractor, must be in strict compliance with all Applicable Laws.

2627

Article 32. Independent Contractor

2628 32.1 In the performance of services pursuant to this Agreement, Contractor is an independent contractor
 2629 and not an officer, agent, servant, or employee of County. Contractor will have exclusive control of the
 2630 details of the services and work performed and over all persons performing such services and work.
 2631 Contractor is solely responsible for the acts and omissions of its officers, agents, employees, contractors,
 2632 and subcontractors, if any. Neither Contractor nor its officers, employees, agents, contractors, or
 2633 subcontractors will obtain any right to retirement benefits, Workers Compensation benefits, or any other
 2634 benefits which accrued to County employees and Contractor expressly waives any claim to such benefits.

2635 32.2 Subcontractors. Contractor will require all subcontractors performing work in the County to enter
 2636 into a contract containing the provisions set forth in the preceding subsection in which contract the
 2637 subcontractor agrees that Contractor and subcontractor are independent contractors and have no other
 2638 agency relationship with County.

2639

Article 33. Laws to Govern

2640 33.1 The law of the State of California governs the rights, obligations, duties and liabilities of County and
 2641 Contractor under this Agreement and govern the interpretation of this Agreement.

2642

Article 34. Consent to Jurisdiction

2643 34.1 Notwithstanding the binding arbitration clause, the parties agree that any litigation between County
 2644 and Contractor concerning or arising out of this Agreement must be filed and maintained exclusively in the
 2645 Superior Court of Ventura County, State of California, or in the United States District Court for the Central
 2646 District of California. Each party consents to service of process in any manner authorized by California law.
 2647 This provision should not be interpreted as a waiver or exception to the arbitration clause set forth herein.

2648

Article 35. Assignment

2649 35.1 No Contractor interest in this Agreement may be assigned, sold, or transferred (collectively referred
 2650 to hereinafter as Transfer), either in whole or in part, without the prior written consent of the County in
 2651 accordance with this Section. Contractor shall promptly notify Director in writing in advance of any proposed
 2652 Transfer, which must be approved by the Board prior to taking effect. In the event the Board approves of
 2653 any Transfer, said approval shall not relieve Contractor of any of its obligations or duties under this
 2654 Agreement unless this Agreement is duly amended in writing. For purposes of this Section, "Transfer" shall
 2655 also include, but not be limited to:

- 2656 35.1.1 A sale, exchange, or other transfer a third party of at least 25 percent of
2657 Contractor's assets dedicated to service under this Agreement;
- 2658 35.1.2 A sale, exchange, or other transfer to a third party, including other shareholders,
2659 of outstanding common stock of Contractor, which may result in a change of control of Contractor.
- 2660 35.1.3 Any dissolution, reorganization, consolidation, merger, recapitalization, stock
2661 issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation, or other
2662 transaction to which Contractor or any of its shareholders is a party, which results in a change of
2663 ownership or control of Contractor.
- 2664 35.1.4 Any assignment by operation of law including insolvency or bankruptcy,
2665 assignment for the benefit of creditors, writ of attachment for an execution being levied against this
2666 Agreement, appointment of a receiver taking possession of Contractor's property, or transfer
2667 occurring in a probate proceeding.
- 2668 35.1.5 Any combination of the foregoing, whether or not in related or contemporaneous
2669 transactions, which has the effect of any such transfer or change of ownership or change of control
2670 of Contractor.
- 2671 35.2 Contractor must comply with the following requirements prior to the County's consideration and
2672 approval of a Transfer request:
- 2673 35.2.1 Contractor must not be in material breach of this Agreement.
- 2674 35.2.2 Contractor must pay the County its reasonable expenses for attorney's fees and
2675 staff costs to investigate the suitability of any entity to which Contractor proposes to Transfer its
2676 interests (hereinafter, collectively Transferee), and to review and finalize any documentation
2677 required as a condition for approving any such Transfer.
- 2678 35.2.3 Contractor shall furnish the County with audited financial statements of the
2679 proposed Transferee's operations for the immediately preceding three (3) operating years.
- 2680 35.2.4 Contractor shall furnish the County with satisfactory proof that:
- 2681 35.2.4.1 The proposed Transferee has at least ten (10) years of Solid Waste
2682 management experience on a scale equal to, or exceeding, the scale of operations conducted
2683 by Contractor under this Agreement;
- 2684 35.2.4.2 The proposed Transferee has conducted its operations in an
2685 environmentally safe and conscientious manner;
- 2686 35.2.4.3 The proposed Transferee has not had a license or permit authorizing
2687 Transferee's Solid Waste collection operations forfeited or revoked by any local, state or federal
2688 entity within the past five (5) years;

2689 35.2.4.4 The proposed Transferee or any of its officers, directors or employees
2690 have not pled or been found guilty (or pled no contest), or had an adverse civil judgment
2691 entered against them, regarding the following types of criminal offenses or civil claims related
2692 to, or arising from, a Solid Waste collection operation within the past five (5) years: bribery,
2693 forgery, price fixing, proposal rigging, fraud, obstruction of justice, extortion, racketeering or
2694 illegal disposal of Solid Waste, Hazardous Waste or Recyclables; and

2695 35.2.4.5 The proposed Transferee can otherwise perform its duties and obligations
2696 under this Agreement in a timely, safe, and effective manner.

2697 35.3 The use of a subcontractor to perform services under this Contract will not constitute delegation of
2698 Contractor's duties if Contractor has received prior written authorization from the Agreement Administrator
2699 to subcontract such services and the Agreement Administrator has approved a subcontractor who will
2700 perform such services. Contractor will be responsible for directing the work of Contractor's subcontractors
2701 and any compensation due or payable to Contractor's subcontractor will be the sole responsibility of
2702 Contractor. The Agreement Administrator will have the right to require the removal of any approved
2703 subcontractor for reasonable cause.

2704 Article 36. Compliance with Laws

2705 36.1 In the performance of this Agreement, Contractor must comply with all Applicable Laws, including,
2706 without limitation, the County Code.

2707 36.2 County will make reasonable efforts to provide written notice to Contractor of any planned
2708 amendment of the Ventura County Code that may substantially affect the performance of Contractor's
2709 services pursuant to this Agreement. Such notice will be provided thirty (30) calendar days prior to the
2710 Board of Supervisors' approval of such an amendment when feasible. Failure to provide the advanced
2711 notice referenced herein does not excuse or delay Contractor's required compliance with the Ventura
2712 County Code.

2713 Article 37. Permits and Licenses

2714 37.1 Contractor shall obtain, at its own expense, all permits, and licenses required by law or ordinance
2715 and maintain same in full force and effect throughout the term of this Agreement. Contractor must provide
2716 proof of such permits, licenses or approvals and must demonstrate compliance with the terms and
2717 conditions of such permits, licenses, and approvals upon the request of the Agreement Administrator.

2718 37.2 The Contractor must have a valid County Business Tax Certificate throughout the Term.

2719 Article 38. Ownership of Written Materials

2720 38.1 Contractor hereby grants County a non-exclusive license as to all reports, documents, brochures,
2721 public education materials, and other similar written, printed, electronic or photographic materials
2722 developed by Contractor at the request of County or as required under this Agreement, and intended for

2723 public use, without limitation or restrictions on the use of such materials by County. Contractor may not use
2724 such materials that specifically reference County for other purposes without the prior written consent of the
2725 Agreement Administrator. This Article 38 does not apply to ideas or concepts described in such materials
2726 and does not apply to the format of such materials.

2727 **Article 39. Waiver**

2728 39.1 Waiver by County or Contractor of any breach for violation of any term covenant or condition of this
2729 Agreement will not be deemed to be a waiver of any other term, covenant or condition or any subsequent
2730 breach or violation of the same or of any other term, covenant, or condition. The subsequent acceptance
2731 by County of any fee, tax, or any other monies which may become due from Contractor to County will not
2732 be deemed to be a waiver by County of any breach for violation of any term, covenant, or condition of this
2733 Agreement.

2734 **Article 40. Prohibition Against Gifts**

2735 40.1 Contractor represents that Contractor is familiar with County's prohibition against the acceptance
2736 of any gift by a County officer or designated employee. Contractor may not offer any County officer or
2737 designated employee any gifts prohibited by the County.

2738 **Article 41. Point of Contact**

2739 41.1 The day-to-day dealings between Contractor and County will be between Contractor and the
2740 Agreement Administrator.

2741 **Article 42. Notices**

2742 42.1 Except as provided in this Agreement, whenever either party desires to give notice to the other, it
2743 must be given by written notice addressed to the party for whom it is intended, at the place last specified
2744 and to the place for giving of notice in compliance with the provisions of this Section. For the present, the
2745 parties designate the following as the respective persons and places for giving of notice:

2746 **As to the County:**

2747 County of Ventura

2748 Public Works Agency Water & Sanitation, IWMD

2749 800 S. Victoria Ave.

2750 Ventura, CA 93009-1650

2751 **As to the Contractor:**

2752 Danny Harrison, danielh@ejharrison.com

2753 Donnie Harrison, donnieh@ejharrison.com

2754 Phil Campos, phil@ejharrison.com

2755 42.2 Notices will be effective when received at the address as specified above. Receipt will be presumed
2756 three days after the notice is deposited in the United States post, with correct postage and address.
2757 Changes in the respective address to which such notice is to be directed may be made by written notice.

2758 42.3 Notice by County to Contractor of a Collection or other Service Recipient problem or complaint may
2759 be given to Contractor orally by telephone at Contractor's local office with confirmation sent to Contractor
2760 through the Customer Service System by the end of the Workday.

2761 Article 43. Transition to Next Contractor

2762 43.1 In the event Contractor is not awarded an extension or new contract to continue to provide
2763 Collection Services following the expiration or early termination of this Agreement, Contractor will cooperate
2764 fully with County and any subsequent contractors to assure a smooth transition of services described in
2765 this Agreement. Such cooperation will include, but not be limited to, transfer of computer data, files and
2766 tapes; providing routing information, route maps, vehicle fleet information, and list of Service Recipients;
2767 providing a complete inventory of all Collection Containers; providing adequate labor and equipment to
2768 complete performance of all Collection Services required under this Agreement; taking reasonable actions
2769 necessary to transfer ownership of Containers, as appropriate, to County; including transporting such
2770 containers to a location designated by the Agreement Administrator; coordinating Collection of Materials
2771 set out in new containers if new containers are provided for a subsequent Agreements and providing other
2772 reports and data required by this Agreement.

2773 Article 44. Contractor's Records

2774 44.1 Contractor shall keep and preserve, during the Term of this Agreement, full, complete, and accurate
2775 financial and accounting records, pertaining to cash, billing, and disposal transactions for the Service Area,
2776 prepared on an accrual basis in accordance with generally accepted accounting principles. These records
2777 and reports are necessary for the County to properly administer and monitor the Agreement and to assist
2778 the County in meeting the requirements of the Act. The Contractor shall keep and preserve, during the
2779 Term, and for a period of not less than four (4) years following expiration or other termination hereof or for
2780 any longer period required by law, full, complete, and accurate records as indicated in the Agreement.

2781 44.2 Any records or documents required to be maintained pursuant to this Agreement must be made
2782 available for inspection or audit, at any time during regular business hours, upon written request by the
2783 Agreement Administrator, the County Counsel, County Auditor, County Administrator, or a designated
2784 representative of any of these officers. Copies of such documents will be provided to County electronically,
2785 available to County for inspection at the local Contractor office, or an alternate site if mutually agreed upon.

2786 44.3 Contractor acknowledges that County is legally obligated to comply with the California Public
2787 Records Act ("CPRA"). County acknowledges that Contractor may consider certain records, reports, or

2788 information contained therein, ("Records") which Contractor is required to provide to County under this
2789 Agreement, to be of a proprietary or confidential nature. In such instances, Contractor will inform County in
2790 writing of which records are considered propriety or confidential and shall identify the statutory exceptions
2791 to disclosure provided under the CPRA that legally permit non-disclosure of the Records. Should County
2792 receive a request for records under the CPRA or Federal Freedom of Information Act ("FOIA") or a
2793 subpoena or other court order requesting disclosure of the Records, County will notify Contractor of the
2794 request, subpoena, or order and of County's obligation and intent to provide a response within ten (10)
2795 calendar days. Contractor shall within five (5) calendar days either: (i) consent in writing to the disclosure
2796 of the Records; or (ii) seek and obtain, at Contractor's sole cost and expense, the order of a court of
2797 competent jurisdiction staying or enjoining the disclosure of the Records. If Contractor fails to timely
2798 respond, then County may proceed to disclosure the Records in which event Contractor agrees waives and
2799 releases County of any liability for the disclosure of the Records. In the event Contractor seeks a court
2800 order to stay or enjoining the disclosure of the Records, Contractor agrees to indemnify and hold harmless
2801 the County, its Council, elected and appointed board or commission members, officers, employees,
2802 volunteers and agents (collectively, "Indemnitees") from and against any and all loss, liability, penalty,
2803 forfeiture, claim, demand, action, proceeding or suit in law or equity of any and every kind and description,
2804 whether judicial, quasi-judicial or administrative in nature, arising or resulting from or in any way connected
2805 with the subject CPRA or FOIA request for the Records. This Indemnity shall survive the expiration or
2806 termination of this Agreement.

2807 44.4 Where County has reason to believe that such records or documents may be lost or discarded in
2808 the event of the dissolution, disbandment or termination of Contractor's business, County may, by written
2809 request or demand of any of the above-named officers, require custody of the records be given to County
2810 and the records and documents be maintained by Agreement Administrator. Access to such records and
2811 documents will be granted to any party authorized by Contractor, Contractor's representatives, or
2812 Contractor's successor-in-interest.

2813 **Article 45. Entire Agreement**

2814 45.1 This Agreement and the attached Exhibits constitute the entire Agreement and understanding
2815 between the parties, and the Agreement will not be considered modified, altered, changed, or amended in
2816 any respect unless in writing and signed by the parties.

2817 **Article 46. Severability**

2818 46.1 If any provision of this Agreement, or the application of it to any person or situation, is to any extent
2819 held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to
2820 persons or situations other than those as to which it is held invalid or unenforceable, will not be affected,
2821 will continue in full force and effect, and will be enforced to the fullest extent permitted by law.

2822

Article 47. Right to Require Performance

2823

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

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Article 48. All Prior Agreements Superseded

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

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Article 49. Headings

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

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Article 50. Exhibits

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50.1 Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement, and each is incorporated by this reference. In the event of any conflicts between this Agreement and the Exhibits, then this Agreement shall take priority.

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Article 51. No Third-Party Beneficiaries

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This Agreement shall not be interpreted as providing any third-parties rights.

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Article 52. Effective Date

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This Agreement will become effective when it is fully executed by County and Contractor and Contractor will begin Collection Services under this Agreement as of January 1, 2024.

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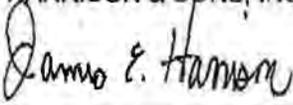
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2848 IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the respective date(s)
2849 below each signature.

2850 COUNTY OF VENTURA

E.J. HARRISON & SONS, INC.

2851
2852 By: _____

By: 

2853 Title: _____

James Harrison

2854

Vice President of Operations

2855

By: 

2856

Danny Harrison

2857

Contract Manager

2858

2859 ATTEST: _____

By: _____

2860 County Clerk

2861 APPROVED AS TO FORM

2862 County Counsel

2863

Secretary

2864 By: _____

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2866
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2868

Exhibit 1 County Approved Maximum Service Rates (Gross Rates)

NORTH SERVICE AREA

SFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).

32-gallon Refuse Cart:	\$ 38.34
64-gallon Refuse Cart:	\$ 39.65
96-gallon Refuse Cart:	\$ 41.40
1.5-cubic yard Refuse Bin:	\$ 92.03
3-cubic yard Refuse Bin:	\$ 151.65

SFD Bundled Additional Service Rates.

Each Additional Refuse Cart:	\$ 20.00
First Additional Recyclable Materials Cart:	NO COST
Second and Each Additional Recyclable Materials Cart:	\$ 7.10
Each Additional Organic Waste Cart:	\$ 14.30

MFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).

96-gallon Refuse Cart (serviced once weekly):	\$ 41.40
96-gallon Recyclable Materials Cart* (serviced once weekly):	\$ 22.00
32-gallon Organic Waste* Cart (serviced once weekly):	\$ 19.00
64-gallon Organic Waste* Cart (serviced once weekly):	\$ 22.00
96-gallon Organic Waste* Cart (serviced once weekly):	\$ 25.00
1.5-cubic yard Bin:	

Type	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Refuse	\$ 152.80	\$ 226.85	\$ 300.80	\$ 374.75	\$ 448.70	\$ 522.65
Recyclable Materials*	\$ 90.00	\$ 135.00	\$ 180.00	\$ 225.00	\$ 270.00	\$ 315.00
Organic Waste*	\$ 90.00	\$ 135.00	\$ 180.00	\$ 225.00	\$ 270.00	\$ 315.00

3-cubic yard Bin:

Type	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Refuse	\$ 207.90	\$ 309.35	\$ 410.80	\$ 512.25	\$ 613.70	\$ 715.15
Recyclable Materials*	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00
Organic Waste*	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00

* These Service Rates for MFD Recyclable Materials and Organic Waste are for service above and beyond the Recyclable Materials and Organic Waste service included in in the Bundled Service Rate based on Refuse subscription level.

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CENTRAL SERVICE AREA

SFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable

Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).

32-gallon Refuse Cart:	\$ 34.04
64-gallon Refuse Cart:	\$ 36.15
96-gallon Refuse Cart:	\$ 37.45
1.5-cubic yard Refuse Bin:	\$ 100.40
3-cubic yard Refuse Bin:	\$ 156.65

SFD Bundled Additional Service Rates.

Each Additional Refuse Cart:	\$ 19.00
First Additional Recyclable Materials Cart:	NO COST
Second and Each Additional Recyclable Materials Cart:	\$ 6.90
Each Additional Organic Waste Cart:	\$ 15.90

MFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable

Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).

96-gallon Refuse Cart (serviced once weekly):	\$ 37.45
96-gallon Recyclable Materials Cart* (serviced once weekly):	\$ 22.00
32-gallon Organic Waste* Cart (serviced once weekly):	\$ 19.00
64-gallon Organic Waste* Cart (serviced once weekly):	\$ 22.00
96-gallon Organic Waste* Cart (serviced once weekly):	\$ 25.00
1.5-cubic yard Bin:	

Type	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Refuse	\$ 147.90	\$ 170.00	\$ 225.00	\$ 280.00	\$ 335.00	\$ 390.00
Recyclable Materials*	\$ 85.00	\$ 127.50	\$ 170.00	\$ 212.50	\$ 255.00	\$ 297.50
Organic Waste*	\$ 85.00	\$ 127.50	\$ 170.00	\$ 212.50	\$ 255.00	\$ 297.50

3-cubic yard Bin:

Type	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Refuse	\$ 197.90	\$ 245.00	\$ 325.00	\$ 405.00	\$ 485.00	\$ 565.00
Recyclable Materials*	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00
Organic Waste*	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00

* These Service Rates for MFD Recyclable Materials and Organic Waste are for service above and beyond the Recyclable Materials and Organic Waste service included in in the Bundled Service Rate based on Refuse subscription level.

SOUTHWEST SERVICE AREA

SFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).

32-gallon Refuse Cart:	\$ 34.04
64-gallon Refuse Cart:	\$ 36.15
96-gallon Refuse Cart:	\$ 37.45
1.5-cubic yard Refuse Bin:	\$ 85.65
3-cubic yard Refuse Bin:	\$ 144.65

SFD Bundled Additional Service Rates.

Each Additional Refuse Cart:	\$ 17.70
First Additional Recyclable Materials Cart:	NO COST
Second and Each Additional Recyclable Materials Cart:	\$ 6.70
Each Additional Organic Waste Cart:	\$ 13.20

MFD Bundled Service Rates (Includes variable Refuse Cart or Bin sizes and 96-gallon Recyclable Materials Cart and 96-gallon Organic Waste Cart all collected once weekly).

96-gallon Refuse Cart (serviced once weekly):	\$ 37.45
96-gallon Recyclable Materials Cart* (serviced once weekly):	\$ 22.00
32-gallon Organic Waste* Cart (serviced once weekly):	\$ 19.00
64-gallon Organic Waste* Cart (serviced once weekly):	\$ 22.00
96-gallon Organic Waste* Cart (serviced once weekly):	\$ 25.00
1.5-cubic yard Bin:	

Type	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Refuse	\$ 147.90	\$ 170.00	\$ 225.00	\$ 280.00	\$ 335.00	\$ 390.00
Recyclable Materials*	\$ 85.00	\$ 127.50	\$ 170.00	\$ 212.50	\$ 255.00	\$ 297.50
Organic Waste*	\$ 85.00	\$ 127.50	\$ 170.00	\$ 212.50	\$ 255.00	\$ 297.50

3-cubic yard Bin:

Type	1x/week	2x/week	3x/week	4x/week	5x/week	6x/week
Refuse	\$ 197.90	\$ 245.00	\$ 325.00	\$ 405.00	\$ 485.00	\$ 565.00
Recyclable Materials*	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00
Organic Waste*	\$ 130.00	\$ 195.00	\$ 260.00	\$ 325.00	\$ 390.00	\$ 455.00

* These Service Rates for MFD Recyclable Materials and Organic Waste are for service above and beyond the Recyclable Materials and Organic Waste service included in in the Bundled Service Rate based on Refuse subscription level.

SPECIAL SERVICES (APPLICABLE TO ALL SERVICE AREAS)**CART BIN**Administrative Charges

Start-up or Restart Fee	\$ 25.00	\$ 25.00
Return Trip (Missed Pick-up due to Customer)	\$ 25.00	\$ 45.00
Return Check Fee	\$ 27.00	\$ 27.00
Delinquent Fee (accrues after delinquent 30 days)	1.50%	1.50%
Resume Service Charge (due to nonpayment of account)	\$ 25.00	\$ 25.00
Service Charge for more than one change in service/year	\$ 15.00	\$ 25.00
IRV-Phone Payment Fee	\$ 6.50	\$ 6.50

Miscellaneous Discounts

Senior Discount (62+ years-annual renewal)	10%	10%
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Extra Collection Charges

Extra Refuse Pick-up on collection day	\$ 13.00	\$ 35.00
Extra Organic Waste Pick-up on collection day	\$ 11.00	\$ 35.00
Extra Recyclable Materials Pick-up on collection day	\$ 7.00	\$ 30.00
Additional Bulky Item Pick-up	\$ 35.00	\$ 35.00
Tires (depends on size and type - minimum fee)	\$ 22.00	\$ 22.00
Appliances containing freon	\$ 40.00	\$ 40.00
Excessive Weight (compacted) Handling Charge (up to)	\$ 45.00	\$ 45.00
Contamination Fee (after 2 occurrences in a year)	\$ 50.00	\$ 100.00
Overage Fee	\$ 25.00	\$ 50.00

Hard to Service Charges

Drive In Charge (up to 100 feet) for all containers (up to)	\$ 30.00	\$ 30.00
Drive In Charge (over 100 feet) for all containers (up to)	\$ 50.00	\$ 50.00
Walk-in Charge/ Backyard per container (up to 100 feet) (up to)	\$ 11.00	\$ -
Walk-in Charge/ Backyard per container (over 100 feet) (up to)	\$ 16.00	\$ -
Locking bin installation charge	\$ -	\$ 35.00
Locking bin monthly service charge	\$ -	\$ 9.00
Drive-in Charge-necessary to use scout truck - per pick up (up to)	\$ 30.00	\$ 30.00
Inaccessible - Substantial distance off main road (special handling)	\$ 65.00	\$ 65.00

Container Maintenance Charges

Container exchange (in excess of 1 per year)	\$ 25.00	\$ 100.00
Container cleaning (in excess of 1 per year)	\$ 25.00	\$ 100.00
Container replacement (due to customer damage)	\$ 50.00	\$ 200.00
Damage Charge	\$ 25.00	\$ 100.00

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Exhibit 2 Service Area Map



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Exhibit 3

Collection Container Specifications

E4.01 Cart Specifications.

E4.01.1 All new or replacement Carts must be manufactured with a minimum twenty percent (20%) post-consumer recycled material content and come with a ten (10) year warranty against defects.

E4.01.2 Carts must be constructed with material that resists deterioration from ultraviolet radiation and be incapable of penetration by household pets or small wildlife when lids are fully closed.

E4.01.3 Contractor must provide Carts having an approximate volume of 32, 64 and 96 gallons. Actual cart volume may vary by +/- 10% depending on manufacturer.

E4.01.4 Carts must include wheels and handles that accommodate ease of movement by able-bodied persons, have heavy duty wheels, attached hinged lids, and be designed to be resistant to inadvertent tipping due to high winds.

E4.01.5 Carts must include lids that continuously overlap the Cart body so as to prevent the intrusion of rainwater and minimize odors. The lids would be of a design and weight so as to prevent the Cart body from tilting backward when flipping the lid open.

E4.01.6 Carts must be capable of being lifted into the Collection Vehicle without damage or distortion under normal usage.

E4.01.7 Carts be hot-stamped, embossed, or labeled/decaled with the company name, a unique identification number (i.e., serial number for carts), weight limit, and images of the type of materials to be Collected. All Carts shall also contain instructions for proper usage. If any of the above is accomplished via labels or decals, such labels or decals must be maintained and/or replaced as necessary throughout the term to maintain a near new appearance. Decals/labels showing types of materials collected in each Cart must be replaced annually.

E4.01.8 Cart and/or lids must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = refuse, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement) under Applicable Law.

E4.02 Bin Specifications.

E4.02.1 Bins must be constructed of heavy metal or heavy plastic and must be watertight, well painted, in good condition and without rust or dents.

E4.02.2 Wheels, forklift slots, and other appurtenances, which are designed for movement, loading, or unloading of the container, must be maintained in good repair.

E4.02.3 Contractor must provide Bins having an approximate volume of 1, 2, 3, and 4-cubic yards.

E4.02.4 Bins must have the name and phone number of Contractor on the exterior so as to be visible when the Bin is placed for use.

E4.02.5 Each Bin must be labeled with a listing of materials that may and may not be placed in a particular Bin type, and each Bin must include a conspicuous warning: "Not to be used for the disposal of hazardous, electronic, or Universal Waste." Bins must be labelled in English and Spanish.

E4.02.6 Bid lids must be constructed of metal or heavy plastic, so as to minimize the intrusion of rainwater and minimize odors. Locking bins will be provided upon request at the rate set forth in Exhibit 1.

E4.02.7 Bins must be capable of being lifted into the Collection Vehicle without damage under normal usage.

E4.02.8 Bins must meet all applicable colors and labeling specifications as set forth by CalRecycle (i.e., blue = recycle, black/charcoal = refuse, green/brown = yard waste/mixed organics, green w/yellow lid or yellow = food waste or other color standards as determined by CalRecycle prior to the start of this Agreement).

E4.03 Roll-off Container Specifications.

Roll-off specifications shall be the same as Bin specifications E4.02.1 through E4.02.6, and E4.02.8. Roll-offs shall be provided in sizes 10, 20, 30, 40 cubic yards. Compactors shall be available in sizes 10, 20, 35, 40 cubic yards.

E4.04 Kitchen Food Waste Pails

Upon request by the Service Recipient, Contractor is responsible for the distribution of fully assembled and functional Kitchen Food Waste Pails to SFD and MFD Service Units in the Service Area, including to new Service Units that are added to Contractor's Service Area during the term of this Agreement. The distribution to new Service Units must be completed within three (3) Work Days of receipt of notification from the Service Unit.

E4.05 Containers End of Life

Collection Containers must be recycled at the end of their useful life.

E4.06 Containers Purchase

Contractor shall report all new Carts and Bins purchased pursuant to this Agreement to its address within the County and shall report all purchases of Carts and Bins under this Agreement as attributable to the County for sales tax purposes.

Exhibit 4
Transition Plan

4.1 Transition Plan

Harrison is committed to a smooth transition of services for the County of Ventura with the main goal of reducing disruption to residents while ensuring a high level of customer participation and understanding of diversion and program objectives. In order to reach these transition goals, we will dedicate significant time and resources into the thoughtful and comprehensive planning and implementation of our Transition Plan, which will be implemented by our highly experienced Transition Team.



Our main objective is to provide excellent service leading up to and throughout the transition period, with minimal disruption to customers.

Transition Team Approach. Our dedicated Transition Team will focus on the following components of our Transition Plan to ensure we implement a smooth transition of services:

- ✓ Comprehensive Planning
- ✓ Collaboration with the County & Previous Hauler
- ✓ Dedicated Resource Investments
- ✓ Effective & Accurate Communication
- ✓ Timely & Informative Public Education & Outreach
- ✓ Thoughtful & Expedient Problem Resolution

In Harrison's experience there are no challenges that cannot be overcome through close collaboration and effective communication between all stakeholders involved with the transition. Our Transition Management Team will meet on a regular basis with the County to review any necessary updates to the Transition Plan, including procurement schedule, account data management and software integration, progression in public education and outreach, container delivery, and personnel recruitment and training. Harrison will coordinate meetings with County staff throughout the transition to meet with various stakeholders, including container, and equipment vendors, representatives of the current collection contractor, and subcontractors, if applicable. Emphasis on well-defined coordination will be necessary for transferring the previous hauler's customer database, employee recruitment and hiring, and container distribution/ acquisition, prior to the commencement of services. In addition to regular meetings, Harrison can provide written status update reports that provide progress updates no later than Friday of the week following execution of the Franchise Agreement.

Integral to our ability to meet the milestones and timeframe goals of our Transition Plan is our strong relationship with vendors and our understanding of the County of Ventura's needs and expectations, while minimizing disruption to customers. Prior to the commencement of collection services in the County of Ventura on January 1, 2024, Harrison will have prepared the following:

- ✓ Vendor guarantees on all required equipment, including containers, vehicles and technology needed to begin collection services and diversion programs.
- ✓ Onboarding and training of displaced employees and new staff to assist in the implementation of transition services.

- ✓ Robust outreach and education program that will aim to have personal contact with customers to walk through the transition of services, right-sizing containers, answer questions and ensure disruptions are kept to a minimum.

We understand that collection services will commence on January 1, 2024, and we have developed our transition schedule to allow for sufficient time to account for unscheduled delays from vendors and other unforeseen events that are out of our operational control.

4.1.1 Prior to the Start of Collection Services

The County is requiring a very tight time period between executing the Franchise Agreement (approximately May 2023) and the commencement of collection operations on January 1, 2024. It is essential that many activities take place immediately following the execution of the Franchise Agreement and throughout the transition period to ensure a smooth transition of service.

Proposal/Negotiation Phase

After the County has conducted their evaluations of the Proposals, we will be available to participate in interviews with the County. Once the County has completed interviews and evaluations, we will accommodate any follow-up evaluations, site tours, additional interviews, and questions. We will also be readily available to meet and discuss any items of the Franchise Agreement that will be negotiated in good faith. As we are not taking any exceptions to the Agreement this process will be smooth for all parties.

After the Franchise Agreement is awarded, we will quickly work with the County to execute the Agreement and schedule meetings to finalize our Transition Plan and start the necessary activities to ensure all aspects of our Transition Plan are thoughtfully developed and milestones are practical and obtainable.

Procurement

Vehicle Procurement. Harrison has received, or is in the process of receiving eight new collection vehicles that will be utilized in all services areas in Ventura County. These new vehicles will be ready to roll-out on January 1, 2024.



Vehicles will be inspected, and field tested for before the start of service on January 1, 2024. These tests will assure all vehicles are ready to begin safely and efficiently servicing customers in Ventura County. This ensures they are safe to operate, free from damage, meet all DOT and CVC standards and will not result in any challenges or complications as a result of inoperable elements during the start-up period. Specifically, all vehicles will be road-tested, including testing mirrors, lifting mechanisms, body unloading functions, radio transmissions, on-board computer technology, and all safety equipment. In addition to Harrison maintenance personnel, vehicle body and chassis manufacturers will have staff available on-site to help ensure all vehicles are operating correctly. These programs will ensure that all vehicles will be fully equipped and ready for operation.

Container Procurement. Immediately after executing the Franchise Agreement with the County of Ventura, Harrison will place container orders. It is expected that carts and bins will require a maximum of three to five (3 - 5) month fabrication and delivery time. We are expecting new containers will be delivered to Harrison no later than November 1, 2023.

Purchase orders for all carts and bins will be placed in sufficient time to reserve a place on Toter's and Consolidated Fabricator's production schedules. A longstanding relationship with both vendors provides us the assurance that manufacturing and delivery schedules will be met. Both vendors will begin shipping containers 60 days before the start of operational roll-out.

Delivered containers will be staged for assembly at our container staging yard located at our Saticoy Maintenance Facility (1589 Lirio Avenue in Ventura). Carts will arrive with molded labels embedded in the lids. Carts will be fully assembled during the cart roll-out. Carts will be staged in a secure, covered, and paved area to ensure they are maintained at their highest quality ahead of roll-out.

Bins will require labeling, which will be conducted ahead of bin roll-out. Bins will be staged in a secure, covered, and paved area to ensure they are maintained at their highest quality ahead of roll-out.

In order to ensure sufficient inventory, Harrison will place several orders during the transition and prior to the start of collection using the most recent data available regarding container sizes. Additionally, the order will allow for sufficient inventory of all sizes, providing assurances that all customers will have the correct number and size of containers.

Employee Hiring & Training

Harrison will begin hiring new staff no less than five (5) months ahead of the commencement date. The Sustainability Compliance Coordinators will be hired via local advertisement, industry advertisement. Please see [Section 4.2.5](#) of this Proposal for details on our safety and training programs. New employee hiring is detailed in [Section 4.1.3](#) of this Proposal.

Drivers



As a driver, you are responsible for safely performing assigned duties on recycling, residential, commercial, bin truck or industrial (roll-off) routes with a heavy-duty truck. This job involves efficiently servicing assigned customers, while complying with company policies as well as all local, state, and federal transportation laws.

Apply Now

Mechanics



We are looking for a diesel mechanic to join our team. This position is responsible for performing routine maintenance and a variety of repairs on company vehicles. The position is crucial to the safety and productive operation of the fleet. You must be able to perform repairs and services required on company vehicles according to all local, state and federal guidelines.

Apply Now

Welders



We need a welder to join our team, to perform necessary welding repairs on commercial vehicles, trash bins and roll-off boxes, in compliance with DOT safety standards. This person is responsible for preparing and repairing broken or cracked metal parts, as well as parts maintenance and rebuilds, all in compliance with company safety rules, policies and regulations.

Apply Now

Database Transfer & Technology



To ensure a smooth transition, Harrison will request the current customer database from the current hauler(s) in electronic format by June 2023. Working in collaboration with the County and the current hauler(s) is essential in obtaining the customer database, which will be converted to the Soft-Pak customer service software format and verified for accuracy. We anticipate completing the database transfer and having a final Soft-Pak working version no later than August 1, 2023, with frequent audits and updates to ensure the most accurate and up-to-

date customer information is in our system and utilized to optimize routes. A detailed approach to transferring the existing hauler(s) customer database is described in [Section 4.1.6](#) of this Proposal.

Our preferred technology is already installed and operational in our existing fleet of vehicles and offices. For additional information on the various types of technology we utilize, refer to [Sections 4.2.1](#) and [Section 4.3](#) of this Proposal.

Education & Outreach

Harrison will work closely with the County to develop a detailed Public Education and Outreach Plan, which will be reviewed and updated as needed during the monthly scheduled coordination meetings. Outreach will include a designated Ventura County website, mass media campaign, direct outreach, and face-to-face visits. A detailed approach to Public Education and Outreach has been described in detail in [Section 4.5](#) of this Proposal.

4.1.2 Communication & Selection of Containers

Communications to new and existing customers will be another important aspect of our Transition Plan. Our customers will be notified of the new changes and what to expect before, during, and following the transition so disruptions are minimized. We will provide sufficient information on the new collection services and diversion programs along with the various container options available, so customers can make informed decisions on changing their service level, if needed. Reaching out to the customers to request they select a container size and service level will occur immediately following the transfer of the previous hauler's customer information database.



Single Family Dwelling (SFD). Harrison will provide outreach and education via a wide variety of methods so customers can make informed decisions when selecting their new carts and changing their service level, if needed. Initial communications with SFD residents will:

- ✓ Inform the resident of the service level currently in our system (from previous hauler's database or Harrison's existing database)
- ✓ Provide the customer with their new customer account number; If customer is a current Harrison customer, their existing customer account number will be provided
- ✓ Ask the customer to select their new desired cart sizes
- ✓ Provide the customer with a description of the new collection service and diversion programs available
- ✓ Provide the customer with our website to respond online and setup electronic communications and billing services

- ✓ Provide the customer with Harrison's contact information, both telephone number and website, if they have additional questions or need additional information

All container selection mailers (postcards) will be sent out to customers to introduce Harrison as the new service provider and give customers the opportunity to select their service levels based on their needs. The cart selection postcard will highlight our website and promote online options for customer convenience. The postcard will include prepaid postage so residents can mail in their selections at no charge.

Customer accounts will be updated with the customer selections when mailers are returned to our Corporate Headquarters in Ventura. Customers can also make their service level selections or changes by contacting our CSRs through website, email, or telephone. When cart selection mailers are received, the CSRs will input service level information into the Soft-Pak system, and a work order will be generated for the container delivery phase of the transition.



**Current Resident
Ventura, CA 93101**

I would like to select the following solid waste service for my household:

32 Gallon Trash Cart

64 Gallon Trash Cart

96 Gallon Trash Cart

All services come with a recycling and organics container.

Please select the level of service you would like above and return to sender.

Postage is prepaid.

Thank you!





**E.J. Harrison & Sons, Inc.
5275 Colt Street
Ventura, CA 93003**



Multi-Family Dwelling (MFD)

Technical assistance and outreach to MFD complexes are particularly important to minimize disruption, particularly because Harrison expects customers will begin new recycling and organic recovery programs in any newly awarded zones. To facilitate this transition, Harrison will immediately begin reaching out to customers to discuss the service transition. Customers will have the opportunity to keep their same collection container sizes through the transition, or transition immediately to new container sizes to immediately being enhancing their diversion practices. All public outreach information will be very clear about this process.

Harrison will work closely with the County and make every effort to verify in the field the current levels of recycling for MFDs, in order to accurately pre-order containers. This may include a survey process like the one we propose for SFDs, using bin selection postcards, mailers, and a website to get input on pre-ordering recycling containers.

Additional information on communication and outreach to MFDs is described in detail in [Section 4.1.5](#) of this Proposal.

4.1.3 Employee Retention & Hiring Process

Harrison will begin the process of hiring the necessary staff that will fill the roles specifically for the County of Ventura no later than August 1, 2023, allowing for five (5) months of Employee Recruitment, which includes interviews, screening, hiring, and training of all new employees. It is our primary objective to hire the best people, who embody our company ethics and philosophies. These fundamental values assist to facilitate a smooth transition of services and contribute to the long-term success of our operations. Candidates for open positions will be sourced from local career centers, as well as the previous hauler(s). We place the utmost importance on hiring locally for a variety of reasons.



- ✔ Hiring local residents strengthens the communities in which we live and work.
- ✔ Local residents are more motivated employees, as they have a stake in improving the communities in which they live.
- ✔ Hiring local, like buying local, has a larger positive financial impact on our communities.
- ✔ Local residents have local knowledge and reflect the local culture, making them better suited to understanding and responding to local conditions.

Harrison will host a **Recruitment Fair** where any displaced employees can meet the Harrison management team. At the Recruitment Fair, the company will host a reception with our management team, and candidates will learn about our company, job opportunities, transition timelines, and understand our recruitment, training, and hiring process.

In addition, Harrison will work closely with local career centers to encourage potential employees to attend the Recruitment Fair along with selecting and scheduling candidates for interviews. We are committed to hiring qualified workers displaced by the awarding of this Franchise Agreement and we have a strong relationship with the local labor union that represents collection drivers.

Once interviews have been conducted, Harrison will provide qualified workers with job offers, and once accepted by applicants, the pre-employment onboarding and training process will begin. Refer to [Section 4.2.5](#) of this Proposal for details on our Employee Hiring, Onboarding and Safety Training Programs.

Training Plans



Allocating sufficient time for training of drivers, mechanics, and CSRs is an important aspect to our Transition Plan and is a built-in contingency as properly trained staff efficiently perform their jobs and reduce errors. Drivers and mechanics will receive a training schedule upon receiving their employment offer, and training will be a key topic in the Recruitment Fair. Newly hired CSRs will start their training on their first day of employment and must demonstrate comprehension and proficiency with the CSR phone system and Soft-Pak suite of software prior to taking calls from customers. Additional details on CSR training is discussed in [Section 4.3.4](#) of this Proposal.

Drivers will be required to demonstrate comprehension and working knowledge of safety procedures, operation of the vehicle, on-board computer system, route familiarity, and getting acquainted with driving all the actual routes, demonstrating proficiency at on-board communications with CSRs, and completing all service collection functions at 100% operating proficiency. In addition to completing required training modules, drop-in visits will be available to drivers and mechanics that want to receive additional hands-on practice. Driver and mechanic training will be conducted at Gold Coast Recycling & Transfer Facility located in Ventura.



4.1.4 Transition Services



During the transition, we will actively participate in scheduled, regular meetings with the County and our Transition Team. Vendors and other stakeholders will be invited to participate in meetings to provide schedule updates, as necessary. Maintaining consistent and transparent communication will ensure a seamless transition. To minimize service interruptions, our professional CSRs will be available to handle calls from customers throughout the transition and we will provide activated phone lines to be used by new and existing customers that have questions about collection services and new diversion programs as they are being rolled out. Collection routes will be coordinated with the existing hauler(s) so all residents are serviced on their regular collection day. Container distribution and swap-outs will be conducted on the resident's collection day after service and will eliminate service interruptions.

Contingency Plan

In developing our Transition Plan for Ventura County, we have included an organized and thoughtful approach to contingency planning. Should we experience any delays, we have included several alternatives that can be implemented, if necessary, with the overall goal of reducing the impact to residents and ensure there are no service interruptions. A part of our contingency planning includes coordination with existing hauler(s) to ensure that solid waste, recyclables, and organics are collected from residents on their regular service day, regardless of the situation the new and existing haulers are experiencing. If the situation warrants, we will allow the existing hauler(s) to service our new collection containers and provide assistance with removal and storage of their containers after the transition, as necessary.

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Our goal is to continue to be a partner with Ventura County and we will go above and beyond to ensure all customers are satisfied before, during and long after the transition of new services and diversion programs



4.1.5 Education & Outreach Activities

Effective and consistent Public Education and Outreach is key to a successful transition. Harrison will work closely with the County to ensure all outreach items, diversion programs, and activities are developed and executed in a collaborative way. To ensure quality deliverables, our schedules for design, proofing, approval, production, and distribution will be provided to the County with ample time to review and provide comments/feedback. Harrison will ensure a dedicated Ventura County Team is available during the implementation of Education and Outreach during the transition, where it is our belief, this investment will ensure new collection services and diversion programs will begin smoothly. Harrison will use a range of platforms to notify customers of the transition of services including media, social media, direct mailers, door-to-door visits, and community meetings. The outreach programs will begin ahead of the commencement of services and finish two to three (2 - 3) months after the initiation to ensure customers are provided ample opportunities to adjust their service needs or contact Harrison with questions.



Our Public Education and Outreach Program during the Transition will focus on the following key goals:

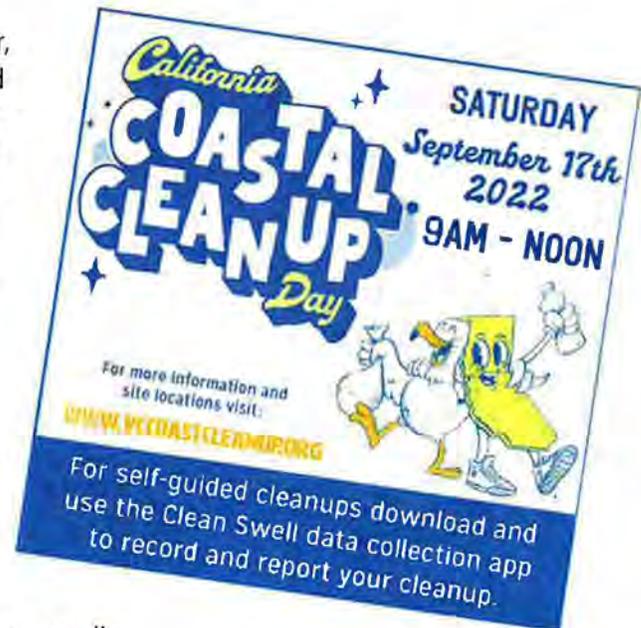
- ✓ **Introducing customers to Harrison, the new collection programs, and expanded services**
- ✓ **Answering any questions about the transition of service**
- ✓ **Mitigating potential impacts resulting from the container delivery and swap out**
- ✓ **Right-sizing collection containers**
- ✓ **Familiarizing customers with the new billing and software programs**



We will be implementing a phased approach for our Education and Outreach activities throughout the transition.

Phase 1 Initial Outreach Implementation Planning meetings will take place between Harrison and the County to discuss a branded outreach campaign for the transition between services and provide review and feedback on all pieces of the planned campaign. This includes the website, social media platforms, other electronic materials, printed flyers, information packets, container selection post-cards, and cart hangers.

Phase 2 Harrison's Contract Manager, Collection Service Manager and Sustainability/Compliance Coordinators will attend community events, meetings, workshops and provide presentations to Chamber groups, HOAs, and other community organizations. They will leverage existing communication channels, such as bulletin boards, newsletters, e-news, Nextdoor, and other web-based platforms and Facebook pages. Harrison's website will be updated monthly or upon any updates to the transition schedule, to ensure the dissemination of accurate information to all accounts in Ventura County. Further, an online system will be implemented to collect customer emails for use in outreach and marketing campaigns to complement all outreach campaigns. Harrison will launch a mass media campaign that will include bus shelter ads, billboards, movie theater ads, print ads and online ads (Google AdWords, Facebook, etc.).



Container selection postcards will be sent to SFD customers to introduce Harrison as the new service provider and give customers the opportunity to select their service levels based on their needs. The cart selection postcard will highlight our website and promote online options for customer convenience. The postcard will include prepaid postage so residents can mail in their selections at no charge. Harrison will also begin auditing and targeting MFD premises to confirm service levels, container locations, and the need for additional recycling services in Phase 2.

Phase 3 The final phase of our Public Education and Outreach campaign during the transition will consist of mailing all approved welcome packets to SFDs along with brochures and "how to" Guides to MFD customers. The website will be finalized and provide a comprehensive interactive platform that will feature special sections for all single-family and multi-family customers. Welcome/recycling guides that will be affixed to all new carts with service information will be finalized in preparation for cart roll-out.

The specific types of public education and outreach activities that will occur, include electronic, direct, and print materials. The following table summarizes all recycling resources that will be provided for all SFD and MFD customers in the County of Ventura throughout the transition period and on an ongoing basis, as needed.

Transition Period Recycling Resources: Electronic		
Recycling Resource	Description	Distribution/Frequency
<p>Social Media Sites</p> 	<p>Create social media pages that explains the new agreement commencement date and major highlight, and all programs that will be offered (Nextdoor, Facebook, and other web-based platforms).</p>	<p>On-going 60 days prior to contract start date.</p>
<p>Mass Media Campaign</p> 	<p>Produce and distribute advertising, including bus shelters, billboards, movie theater ads, print ads and online ads (Google AdWords, Facebook, etc.).</p>	<p>Once during the transition: 45-60 days prior to contract start date.</p>
<p>Website</p> 	<p>Harrison will have a Ventura County specific website that includes "how-to" information for participating in new collection and diversion programs, proper container set-out guidelines, links for additional resources, information about seasonal collection programs, FAQs, information about available Facilities, and what happens to their materials that are placed in each container. All educational materials will be in PDF and/or video format.</p>	<p>The website will be available at least 60 calendar days prior to the start of collection services.</p>
<p>Public Service Announcement (PSA)</p> 	<p>Prepare and distribute a PSA for local radio and cable television broadcast that explains the new agreement commencement date and major highlights, and all programs that will be offered.</p>	<p>Two times during transition: 20-30 days prior to contract start date.</p>

Transition Period Recycling Resources: Direct

Recycling Resource	Description	Distribution/Frequency
<p>Phone Calls</p> 	<p>Harrison will use an automated calling service to contact all SFD customers one week before change in service begins reminding customers of change in service provider and new cart delivery.</p>	<p>Once during transition: One week before service starts.</p>
<p>Starter Kits: MFDs only</p> 	<p>Outreach staff will provide MFD property managers with a "starter kit" on organic and/or green waste diversion, mandatory organics recycling that includes a service guide, posters, brochures, and labels for containers.</p>	<p>Delivered to customer accounts 30-45 days before the start of transition.</p>
<p>Workshops/Presentations</p> 	<p>Harrison will visit homeowner associations, neighborhood groups, associations, and MFD complexes to promote and explain the recycling programs and additional information to educate the groups on the importance of diverting materials from landfill. This will happen in person or via online platforms.</p>	<p>Larger HOA's, neighborhood associations, and MFD complexes will be visited prior to commencement of service.</p>
<p>Newspaper Advertisement</p> 	<p>Prepare and distribute a newspaper advertisement that explains the new agreement commencement date and major highlights, and all programs that will be offered.</p>	<p>Two times during transition: 30 days prior to contract start date.</p>

Transition Period Recycling Resources: Direct

Recycling Resource	Description	Distribution/Frequency
<p>Press Release</p> 	<p>Produce a press release to advertise and promote all programs, with particular focus on new programs that will be offered to each sector (SFD & MFD).</p>	<p>Once during transition: 20-30 days prior to contract start date.</p>
<p>New Service Provider & Subscription Mailer</p> 	<p>Harrison will provide a direct mailer to SFD and MFD customers that will give details on the change in service provider, program changes, date of the change of service, a recycling and organics guide, in addition to holiday schedule and basic information about Harrison. Information directing customers to our website and Customer Service Department will also be provided in the event customers wish to receive more information or have initial questions. The mailer will include a self-mailer with return post card for SFD and MFD customers to choose their containers sizes.</p>	<p>Once during transition: 45 days prior to contract start date.</p>
<p>Recycling & Organics Guide</p> 	<p>Harrison will provide a "recycling guide" and "organics guide" specific to SFDs. This guide will reflect the service changes to the customer. In addition, the guide will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all SFD programs. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes, Bulky Item Collection, and information about Harrison.</p>	<p>Affixed (inside plastic bag, zip-tied to handle) to every SFD Recyclable & Organics Materials Cart delivered on start of service.</p>

Transition Period Recycling Resources: Direct

Recycling Resource	Description	Distribution/Frequency
<p>Recycling Guide for MFDs</p> 	<p>Harrison will provide a "recycling guide" specific to MFDs. This guide will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability, AB 341, AB 1826, and SB 1383 information.</p>	<p>Direct mail to MFDs 20-30 days prior to contract start date</p>
<p>MFDs ONLY: "How-to" Flyer: Recyclable Materials</p> 	<p>Harrison will prepare and distribute a "how-to" brochure explaining the Recycling Materials Collection Programs & Organics Collection Programs for MFDs.</p>	<p>Direct mail to MFDs 20-30 days prior to contract start date</p>

***County Review of Print Materials.** Prior to distributing any printed material regarding Harrison’s services under the Franchise Agreement, we will provide the County with ample time to review and provide comment.

Contingency Plan

Contingency planning for public outreach includes extended lead times for all components, including collaboration, design, proofing, approval, production, distribution, and any anticipated customer response. The timing of primary outreach materials precedes distribution of containers, transition of new services, and depends upon receipt of an accurate customer database from the previous hauler. The Transition Plan will facilitate extended lead times and allow for extra time to complete all steps in the public outreach process. As required, Harrison will make extra staffing available from our affiliated entities nearby to cover any contingencies that might occur during the transition. We will also have extra route crews available to service any customer that may have experienced a missed pick-up.

4.1.6 Coordination During Transition

Our Transition Plan has been developed to reduce impacts to residents while still providing their consistent level of service. Throughout the transition, routes will remain unchanged, and residents will be serviced on their regular collection day. In order to provide consistent services, we need to collaborate and coordinate with the existing hauler(s) to develop a plan to provide collection services while conducting a roll-out of new containers. In addition to coordination with the current hauler(s) for service and routing operations, we also need to coordinate the transfer and accuracy of their existing customer database and billing system.

Container Coordination with Existing Hauler(s)



SFD Cart Distribution. Harrison has successfully implemented new cart rollouts in several of our existing service areas, as our collection and diversion programs have expanded over the years. Similarly, our selected vendor Toter, is well prepared to accommodate our Transition Plan, has specialized experience in container delivery, and can adhere to the Transition Schedule provided. All other carts will be transitioned prior to January 1, 2024, and take no longer than two (2) months to complete. This will allow for any necessary contingencies that may become necessary. Distribution schedules and maps outlining the distribution schedule can be provided to the County ahead of delivery to the customers.

Harrison will have a dedicated manager that will provide administration and oversight of assembly of containers, and delivery teams for both carts and bins. Each team will have a Harrison supervisor that will provide oversight of the team, who will assure all homes and businesses receive the correct size container(s). These supervisors will become the on the ground representative for Harrison, fielding communication from residents and businesses that may have questions as carts and bins are delivered. We will deliver containers to all customers on their regularly scheduled collection day. Harrison collection vehicles will empty the contents of the old container, where Toter staff will follow the collection vehicle, collect the old containers, and place a new container in the collection location. This will ensure there are zero service disruptions for customers in Ventura County.



Delivery reports will provide a summary of the number and size of each cart for each route. This report will allow the assembly crew the ability to pre-load a delivery truck with the exact size and number of carts by route, providing for efficient and accurate delivery. Both teams and delivery trucks will utilize route maps to ensure homes are receiving their requested cart size. Supervisors will continually provide quality control and will be poised to record by address any issue that may occur on the route that may affect future collection efficiency. Accurate reports from the field will track the progress of distribution.

- ✓ Carts will have an attached flyer containing the following information:
 - ✓ Proper placement of cart
 - ✓ Start date
- ✓ Acceptable materials in the carts
- ✓ Frequently asked questions (FAQ)
- ✓ Contact information (phone, email & website) for the resident's questions



MFD Container Exchange. Container delivery teams will utilize distribution route sheets similar to those of SFD routes. Harrison will deliver the requested bin size as determined by activities detailed in [Section 4.1.2](#) of this Proposal.



In order to ensure minimal disruption to customers during the distribution of MFD bins and carts, the removal of the existing bin or cart is necessary due to space constraints. Therefore, the process is an exchange of containers rather than solely a distribution of new containers and collaboration with the current hauler is essential. Similar to the proposed container roll-out for SFD residents, Harrison collection vehicles will empty the contents of the existing MFD cart, where Toter staff will follow, collect the old carts and place a new cart in the collection location in an effort to minimize service disruptions for customers at MFD complexes.

Distribution of new multi-family containers will be done by route. This will minimize traffic delays, facilitate supervision, and provide for more efficient use of equipment. We will complete the exchange of bins route-by-route, until the entire service area has been completed. The container exchange team's delivery fleet equipment will consist of stinger trucks (trucks with bin lifting and transferring capabilities), flat-bed trucks, and a front loader collection vehicle. The stinger truck is specially designed to pick-up and transport bins. As the container exchange team moves from MFD complex to complex within a zone, the stinger truck will remove the existing bin to a location where the front loader is able to empty the container. Once empty, the container will be loaded on a flatbed truck to be delivered to a location agreed upon by the current hauler. Once the bin has been removed, the stinger truck will place a new bin from another flatbed at the service location.



Contingency Plan

Our transition plan includes a contingency for a six (6) week carryover for any delays in container exchanges. Route managers and supervisors who are familiar with the County will oversee the deliveries. Harrison's route personnel will monitor daily deliveries in the field to ensure proper cart placement, delivery of correct sizes, affixing of cart brochures, and safety protocols are being followed. This process will ensure that Harrison is in full control of the container distribution process and that customers are neither left with extra containers or without one. Contingency planning has been incorporated in a planned delivery schedule based upon a minimum number of homes delivered per day. Delivery performance will be monitored and if for any reason delivery performance is off by more than 5%, additional delivery crews will be added.

Database Coordination with Existing Hauler(s)

To ensure a smooth transition, Harrison will request the current customer database from the current hauler(s) in electronic format by June 2023. Working in collaboration with the County and the current hauler(s) is essential in obtaining the customer database, which will be converted to the Soft-Pak customer service software format and verified for accuracy. A final Soft-Pak working version of the database will be online no later than August 1, 2023, with frequent audits and updates to ensure the most accurate and up-to-date customer information is in our system and utilized to optimize routes.

Customer information that will be needed, at a minimum, from the previous hauler(s), includes:

- ✓ Customer name
- ✓ Customer email address
- ✓ Billing address
- ✓ Service address
- ✓ Contact information
- ✓ Service level
- ✓ Collection day(s)
- ✓ Special servicing requirements such as walk-in service requirements
- ✓ Entry key or electronic opening devices or entry code requirements
- ✓ Account history

Once the customer database has been uploaded into the Soft-Pak software system, customers will be assigned Harrison account numbers; our current customers will keep their existing account numbers. Our Soft-Pak data files will be used for routing and outreach information and Harrison will begin the desk review process to assess service levels for customer accounts. The current service level information will be used for outreach to customers during the new service selection process. Service levels will be appropriately adjusted during desk review, with input from the customers and during the initial public education and outreach activities along with field verifications and receipt of new service mailers.



SOFT-PAK

Along with service selection information, Harrison will provide an introduction to electronic billing and payment to our customers and highly suggest that they enroll before service begins so that their first bill is received electronically. Customers will also be able to set up automatic payments to begin after receipt of their first bill.

Through the transition, outreach opportunities, driver observation and the roll-out of the new collection and diversion programs, customer information will be verified and adjusted for accuracy. Harrison's operation team will perform route audits initially following execution of the Franchise agreement, where they will audit every

MFD complex to verify service levels and days of service before the start of collection services on January 1, 2024. All of this audited and confirmed information is updated in our Soft-Pak system database.



Routes will be finalized using customer data in Soft-Pak and initial service level estimates. Harrison has utilized significant resources and implemented advanced routing and ping technologies to configure routes in a manner that is safe and efficient for the operations throughout the County. Using these technologies provides efficient routing where each route is driven by a route supervisor to inspect the area of safety or other local concerns (such as schools and parks) during the proposed scheduled time. Adjustments can easily be

made to the routes to allow for these external factors. Soft-Pak allows drivers to complete a stop-by-stop accounting of the services. Major routing considerations taken into account include:

- ✓ Area demographics
- ✓ Early morning and peak traffic patterns
- ✓ Projected volumes of waste generated
- ✓ Projected density of waste generated
- ✓ Distance to the processing facilities
- ✓ Locations and schedules of schools
- ✓ The number of accounts

Special care will be taken to ensure uninterrupted service to customers. A set of foundational routes based on the type of equipment chosen and the geography of the County will be determined to best

service the customers in a safe and efficient manner. Routes will be optimized and refined as soon as the customer database is received and converted to Soft-Pak. Priority will be placed on optimizing routes to avoid interference with school hours, peak traffic times, one-way streets, and other busy times. Once routes have been established, each route will be driven by a supervisor to verify efficiency and safety.



Ultimately, the final routing adjustments will be made by the route driver. Route adjusting is an ongoing process and changes as new customers start and stop service, change service levels, and route conditions change. Soft-Pak is specifically designed to allow these day-to-day route changes.

In addition to transferring the existing customer database and optimizing routes, additional technology will be supplied and setup prior to the start of collection services. Additional phones and computers will be installed to accommodate additional CSRs. We will secure all additional equipment for our CSR Call Center prior to commencement of services so customer calls can be handled according to our service standards. For additional details on our CSR Call Center technology and equipment refer to [Section 4.3](#) of this Proposal.

Contingency Plan

Contingency planning will include a flat file transfer of the customer database from the existing hauler(s). This will provide extra time for the conversion of data to Soft-Pak. A minimum of four (4) months, including routing finalization and route audits for service levels, have been provided to complete route work for all residential customers (both SFD and MFD), which is more than adequate to complete the process. Contingencies include back-up collection vehicles and drivers to be stationed both on-site and on-standby. The back-up team will include seasoned route supervisors, drivers, and vehicles equal to ten percent (10%) of the total collection routes. Also, our CSR Call Center is equipped with backup equipment, if necessary.

4.1.7 Transition Schedule

Developing and maintaining a well thought through Transition Schedule is an important aspect of our Transition Plan because we use the schedule as a graphic tool to gauge our compliance with meeting our deadlines and completing certain milestones.

We've generated the Transition Schedule that follows using our decades of experience in vehicle and container procurement, new program roll-outs, expanded public education and outreach activities, and much more.

By meeting with the County and other stakeholders on a weekly basis throughout the transition, we are confident that we can meet the deadlines provided in our Transition Schedule, which can be updated to reflect actual progression of the County's procurement process, if for some reason there are any interruptions in executing final Franchise Agreements.





Ventura County Collection Services Transition Schedule

Proposal for Weekly Schedule

Month	Feb. 2023			March 2023				April 2023				May 2023				June 2023				July 2023				Aug. 2023				Sept. 2023				Oct. 2023										
Week	46	45	44	43	42	41	40	39	38	37	36	35	34	33	32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	16	15	14	13	12	11						
Contract Procurement Process & Administrative (based on RFP schedule)	Proposal Submittal			Initial Evaluations				Interviews				Final Evaluations				Contract Negotiations				Award Recommendations				Execute Final Agreement				Signing of Contract Initiates Transition Plan Activities				Finalize Insurance										
	Develop & Finalize Transition Plan												Transition Planning & Meetings (Ongoing During Transition)																													
	Order Carts & Bins (Duration: 3 to 5 months)																		Personnel Recruitment & Hiring																							
	Customer Data Input (2 Months)																		Desk Review for Service Levels																							
	Data Transfer & Technology																		Routing Review & Finalization																							
	Public Education & Outreach Activities																		Develop Public Education & Outreach Plan (4 months)																							
	Public Education & Outreach Activities																		Finalize Outreach & Education Plan (4 months)																							
Public Education & Outreach Activities																		Website Design & Launch																								
Public Education & Outreach Activities																		PR Campaign to Notify Community																								
Public Education & Outreach Activities																		Ongoing for Term of Agreement																								
Public Education & Outreach Activities																		Resident Outreach																								
Public Education & Outreach Activities																		PR Campaign																								
Facilities	Facilities																		Gold Coast TPR Ameri																							
	Facilities																		Mountain View Per																							
	Facilities																		Limoniera Per																							

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Exhibit 5 Administrative Charges and Penalties

Item		Amount if Not Cured in 30 Days	If Cured in 30 Days
a.	Failure to respond to each complaint within three (3) Work Days of receipt of complaint.	\$100 per incident per Service Recipient.	
b.	Failure to maintain call center hours as required by this Agreement.	\$100 per day.	-0-
c.	Failure to submit to County all reports by the deadlines required under the provisions of this Agreement.	\$100 per day.	-0-
d.	Failure to include all parts of quarterly and annual reports specified in Sections 19.2 and 19.3 in the submitted report	\$100 per day.	-0-
e.	Failure to submit to County all payments by the deadlines required under the provisions of this Agreement.	1% of the total amount due if fees are 1 – 10 days late; and 10% of the total amount due if fees are more than 10 days late.	
f.	Failure for Collection Container to be compliant with specifications of Exhibit 3.	\$50.00/each Collection Container not compliant.	-0-
g.	Failure for Collection Container to be compliant with labeling requirements under Applicable Law (see SB 1383).	\$50.00/each Collection Container not compliant.	-0-
h.	Failure to display Contractor's name and customer service phone number on Collection Vehicles.	\$100 per incident per day.	-0-
i.	Failure to Collect a missed collection Container by close of the next Work Day upon notice to Contractor, that exceeds twenty (20) in any Calendar Year.	\$1,000 per Calendar year, plus \$10 per incident per day.	-0-
j.	Failure to repair or replace damaged Containers within the time required by this Agreement, that exceeds twenty (20) in any Calendar year.	\$1,000 per Calendar year, plus \$10 per incident per day.	
k.	Failure to maintain collection hours as required by this Agreement.	\$100 per day.	-0-
l.	Failure to have Contractor personnel in Contractor-provided uniforms.	\$25 per day per employee.	-0-

	Item	Amount if Not Cured in 30 Days	If Cured in 30 Days
m	Failure of Contractor to follow Recyclable Materials and Organic Waste Contamination and Overage procedures as set forth under Section 5.5 and 5.6.2.	\$100/day for failure to implement correction plan.	Submit for approval to County and implement plan of correction to County within 30 days.
n.	Vehicle fluid leak incidents from Contractor Collection Vehicles in excess of three (3) during a calendar year.		\$5000 per incident in excess of three (3)
o.	Failure of Contractor to provide proof of performance bond as required by this Agreement	Agreement Default	\$500 per day
p.	Failure of Contractor to provide proof of insurance as required by this Agreement	Agreement Default	\$500 per day
q.	Failure to provide County with documentation verifying Diversion, as outlined in Section 8.2, was achieved.	\$10,000/Quarter	Submit for approval to County and implement plan of correction within 30 days.
r.	Failure to Collect holiday trees on Collection Days.	\$25 per day	-0-
s.	Failure to commence service to a new Service Recipient within seven (7) days after order.	\$150 per day	-0-
t.	Failure to initially respond to a Service Recipient complaint within one (1) business day.	\$50.00 per failure to resolve customer complaint or request	-0-

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See separate PDF file.

Exhibit 6
Customer Service Plan

4.3 Customer Service Plan

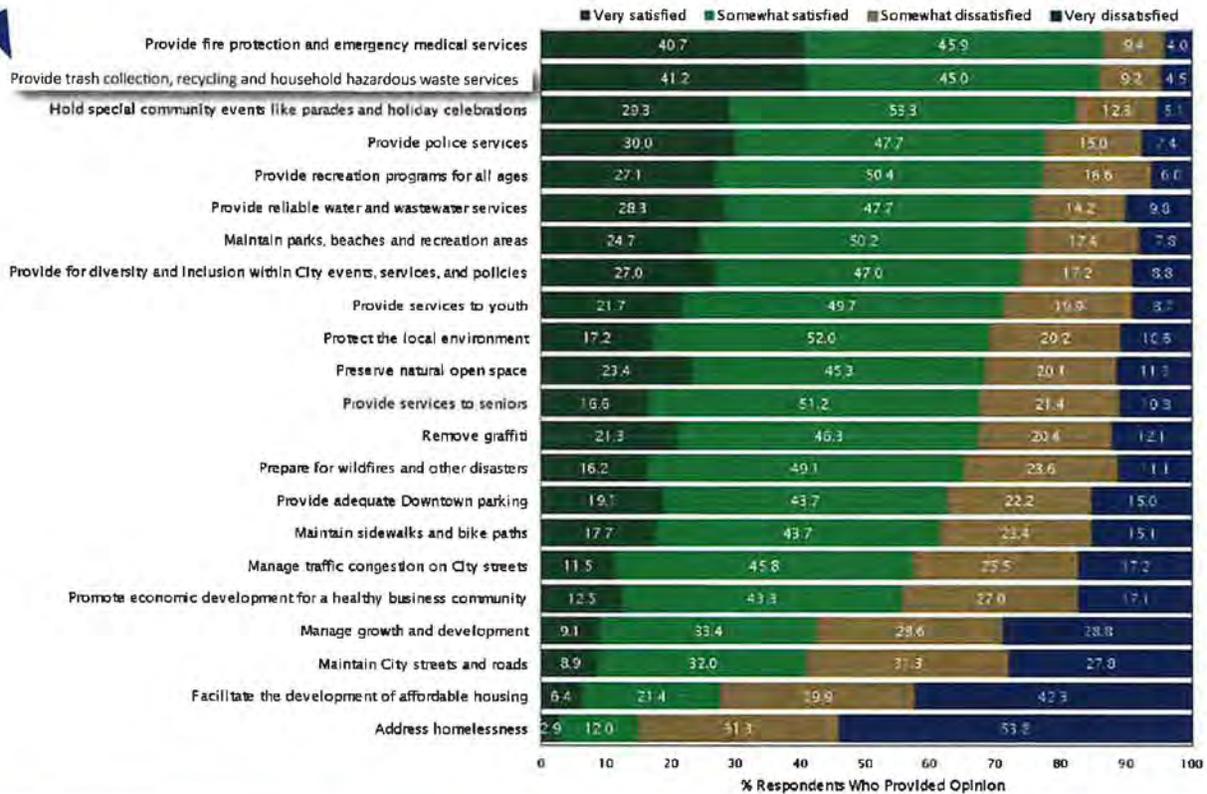
Our focus is all about the customer experience. We strive to provide a clear and consistent messaging to deliver the desired and expected level of service. Whether the customer is a resident, commercial account, or industrial business, the message is the same from all our personnel. This conscience effort to align customer service with the customer experience is a part of our strategy to boost service efficiency and keep our customers happy with our services.



In July 2022, the City of Ventura polled all residents on their overall customer Satisfaction with a variety of services.
Harrison scored the second highest of all City Programs!



SATISFACTION WITH SERVICES



COMMUNITY OPINION SURVEY
7/22/2022

CONDUCTED FOR THE
CITY OF VENTURA
PRESENTED BY
EMILY McLENNAN, Ph.D.



Harrison is known for our exemplary customer service and our motto “**Service is Everything**” guides our programs every day. We continue to be more transparent and customer focused than ever before. Our goal is to know more about our customers and how to service them better than anyone else in our industry. How do we do this? By making customers feel well cared for when they interact with us. This means:

- ✓ Providing proactive contract management
- ✓ Managing the customer’s account and experience
- ✓ Initiating the appropriate action
- ✓ Taking responsibility for the customer service issues and offering one call resolution
- ✓ Engaging the customer in a two-way conversation

That’s why whether on the street, at events, at a Council meeting, or in the community, everyone is trained to be a customer service ambassador. Our Customer Service Representatives (CSRs) are available on the phone and online and will be based in Ventura. No matter which option a customer chooses, we want them to have an efficient and positive experience. Our CSRs are friendly, skilled employees trained in superior customer service handling. Some best practices include:

- ✓ CSRs are empowered to respond and resolve customer issues on the first call
- ✓ We accept community feedback to continuously improve our operations
- ✓ Calls are monitored daily, and one-on-one feedback sessions are conducted between CSRs and supervisors

Calls to our Customer Service Call Center are initially answered by phone tree located at our Corporate Headquarters at 5275 Colt Street in Ventura, CA. Calls will be answered by our professional CSRs from 7:00 am to 6:00 pm, Monday through Friday and from 8:00 am – 12:00 pm on Saturdays during collection service hours, within five (5) rings. We have the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) services and our Call Center has the ability of accepting at least five (5) incoming calls at one time.

The Customer Service Call Center is closed for major holidays and an answering machine will be available to take messages when closed. An emergency phone number will be provided so we can be reached outside of the office hours. Vehicles will be equipped with a two-way radio that is always available for emergency response or to respond to customer complaints.



Our drivers, dispatchers, CSRs, route supervisors, and managers are all outfitted with the following technologies that support all aspects of collection operations and effective customer service.

Innovation	Description	Benefit
Soft-Pak 	<p>Scalable, reliable, & easy-to-use software with the flexibility to manage all customer service, billing, routing, & operational data in a controlled and easy-to-access system</p>	<ul style="list-style-type: none"> ✓ A comprehensive customer service package ✓ On-line dispatching with route management ✓ Billing, accounts receivable & collections all integrated ✓ Productivity & profitability reporting per route ✓ Inventory tracking & fleet maintenance reporting ✓ Scale & landfill ticketing ✓ In-cab computing ✓ Vehicle all-around video & audio ✓ Commodity tracking ✓ Extensive management reporting for all business segments
Mobile-Pak 	<p>On-Board Computer (OBC) tablet that's easy to use with route sheets, disposal & route activities</p>	<ul style="list-style-type: none"> ✓ Real time information of all truck locations, stops serviced, capacity, service status & other key service data ✓ Enables dispatch and managers to communicate with operations and customer service for immediate and efficient customer issue resolution ✓ Lowers GHG emissions and vehicle miles driven, reducing impact on streets and neighborhoods
Map-Pak 	<p>See routes, vehicles & containers all on one screen</p>	<ul style="list-style-type: none"> ✓ Identifies routes that are running behind pace, enabling the redistribution of routes to prevent missed or late pick-ups ✓ View vehicle locations, times of service and dispatch by proximity all in real-time
3rd Eye® 	<p>Constantly monitor work environment, automatic verification of service, & overload / contamination visibility</p>	<ul style="list-style-type: none"> ✓ Designed to capture video & audio inside & outside the vehicle when triggered by abrupt actions (such as braking, acceleration, swerving, speeding or collisions) ✓ Provides real-time feedback to the driver ✓ Helps identify & address risky behaviors ✓ Enables managers to coach driver performance before incident, further protecting the public & our employees ✓ Helps reduce collisions, fuel consumption & maintenance costs ✓ Provides immediate service verification for CSRs, Dispatch, & Managers

4.3.1 Customer Service Procedures

Our Customer Service Call Center connects directly with the customer and the drivers and route managers. It is done seamlessly using the Soft-Pak suite of software and technology that communicates with the vehicle's onboard computer and driver, while allowing the dispatcher to see the precise location of each vehicle and how well the driver is progressing on their route. A phone call to the CSR Call Center generates an electronic work order ticket that is automatically sent to the dispatcher. It could be a question on timing for a customer who saw a vehicle nearby and is wondering why they have not been picked up yet. The dispatcher reads the ticket, researches the situation using data from the driver tablet, and determines who can best handle the issue. The dispatcher talks with the driver and can assign the electronic ticket onto the driver's tablet; mobile technology gives the dispatcher quick direct access to each driver.

We have a team of dedicated operation specialists that work side-by-side, keeping a watchful eye on residential services and all routes throughout the day. They are able to assist their colleagues in the Dispatch Center to troubleshoot issues as they arise. Every dispatcher and CSR can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

The team's collective goals are straightforward and integrated into all our interactions with service recipients:

- ✓ Improve the Customer Experience
- ✓ Streamline Communication
- ✓ Support Operations
- ✓ Increase & Promote Collection & Diversion Efficiencies

The following describes a few examples of how CSRs handle some of the more commonly received calls.



Service Inquiries. Should a CSR get a call regarding standard service inquiries (like a missed pick-up, change in collection/holiday schedule, improper setout notification, or missing/ damaged containers, etc.), all pertinent information will be documented in the customer's account in Soft-Pak and the CSR will provide resolutions that are acceptable to the customer. This information will be stored in Soft-Pak and notated

by dispatch and the route supervisors for follow-up and resolution, which is recorded in the software system and the issue is marked resolved.



Ventura Residents Have Come to Expect Quality Service.

In 2022 there were more than 2.32 million residential service opportunities with a success rate of 99.94% with uninterrupted service.

Missed Collection Procedures



Critical to meeting our customer's service expectations is avoiding missed collections. This is one of the most significant indicators driving customer satisfaction. We have stringent standards for missed pick-ups and make it a top priority to meet these goals. Harrison's internal missed pick-up (MPU) standard is less than 1 miss per 2,500 collection events. With our experienced drivers and intense focus on customer service, we have exceeded this ambitious goal.

All missed collections should be collected within twenty-four (24) hours of notification. We rely on regular routes to provide any recoveries. Our drivers are trained to be diligent about minimizing and even eliminating MPUs altogether.

To do this, these procedures are followed:

1. If a driver sees that garbage, recyclables and/or organics are set out inappropriately, improperly prepared, or contaminated with unacceptable material, a written notification tag is prominently placed on the cart identifying the reason material was not collected. Drivers also flag the customer account in their On-Board Computer (OBC) tablet, so they know to check the container prior to servicing the next collection day.
2. If the CSRs receive a call about a missed pick-up, a driver on the assigned route or another route will provide collection the same day, if notified by 4:00 pm. If notification of a missed collection is received by 9:00 am the following business day, the missed pick-up shall be collected that same day, including Saturdays (unless the customer indicates Monday collection is acceptable).

Utilization of the OBC tablets in every collection vehicle significantly reduces MPUs. After each stop, the automated service verification camera updates the container/cart status, indicating if it was serviced, if an issue prevented service, or if the container was not out. The information is recorded in the customer account, which is invaluable information for our CSRs if the customer calls with a question or concern.

Additional Service Requests

When a customer calls to request additional service, we schedule that service based on several factors, including:

- ✓ When a truck will be in the area
- ✓ What kind of material they need collected
- ✓ When the request was received (time of day)

If the request is for additional service, we schedule it for the customer's regular service day. Special requests for extra service that cannot be accommodated on the regular day of service (because the customer wants it earlier) are completed within two business days.



Collection Issues. If a CSR receives a call regarding issues with the collection vehicle (like spills, litter, and noise complaints), the CSR will immediately notate the concerns in Soft-Pak and notify dispatch, who will coordinate with both the route supervisor and driver to ensure the issue is immediately addressed while the driver is still in the area. All collection vehicles are equipped with spill kits that drivers are trained to use

in the event of a minor spill from the collection vehicle or container. If the driver has already left the area of the spill or litter, the route supervisor can go to the location and cleanup whatever spill, or litter was left in the area. If there is a significant spill from the collection vehicle that the onboard spill kit cannot contain, the route supervisor will immediately show up to the location, assess the situation, and call a specialty cleaning crew for assistance, if necessary. For noise complaints, the vehicle will need to be inspected by maintenance personnel, which will be notified by the driver and/or route supervisor to ensure the vehicle is inspected and any excessive noises are repaired, prior to a major breakdown.



Tracking Route Progress. On a daily basis, it is the route manager's responsibility to ensure all routes are completed with minimal interruption. The route managers and dispatchers have up-to-the minute information about any challenges the drivers may experience along the routes and can shift resources or make route adjustments. In addition, operations staff have a direct connection to the CSR Call Center and dispatch so they can respond to any challenges customers may have in a timely manner.



General Compliments or Complaints. CSRs will document any compliments or complaints in the Soft-Pak system and notify appropriate personnel of issues that need to be brought to the driver's attention. Customer compliments are relayed to staff regularly to ensure we are all aware of the positive interactions we have in the community.

Under SB 1383, Harrison must investigate all complaints within ninety (90) days of having received the complaint. Usually however, the ninety (90) day window is far too long for Harrison to leave concerns unaddressed, and generally is able to respond to normal issues, such as a missed pick-up, within the same day. At the most, Harrison will address complaints in Soft-Pak within three (3) workdays. Records will be kept of all complaints at Harrison's office and made available in Reports to the County. Harrison will maintain open communication with the County.



4.3.2 Billing Protocols

Our billing system is not just “back office”; we believe it’s the backbone of the customer’s experience. Harrison utilizes iPak by Soft-Pak Software Solutions as our customer billing system, which operates on an IBM iSeries AS400 Platform and can be accessed through a secure internet VPN-based connection 24 hours a day, 7 days a week.

iPak System Features



Fully Integrated Billing, Routing & Service Information. iPak integrates all billing, routing, and customer service information into one operating system. All invoices, route sheets, and work orders are generated from this system. Custom financial and operational reporting is prepared by linking iPak with Crystal Reports.



Ongoing Data Quality that is Reliable & Redundant. We perform ongoing data quality assurance audits to ensure that all information keyed into iPak is accurate and up to date. An automatic backup of all data is performed daily ensuring redundancy.



Efficient Route Sequencing for our Drivers. Electronic route logs are generated from the customer profile every day to ensure service accuracy. These electronic records are connected to the driver tablets daily. New customers and service level changes are placed at the top of the driver’s route list screen to highlight the change in the driver’s route. Each customer is assigned a unique account number that tracks detailed information, including contact information, size and quantity of containers, and service and billing history. Route information is viewable in iPak and Map-Pak.



Accurate Service for Billing Processes. iPak connects seamlessly with our receivables processing system. Customers remit their payments to our payment center. The payment is immediately processed so CSRs can access a customer’s account online and promptly respond to any billing questions.



24/7 Online Bill Pay Option. Harrison offers a safe, secure, convenient online bill paying system, allowing customers to pay their bill online, 24 hours a day, 7 days a week.



Customized Reporting for County Staff. Our fully integrated system can produce specific information requested by the County, including service data by type of service. We can query commercial, roll-off, residential and multi-family data and produce reports based on the County’s needs.

Billing Changes

We use clear and concise billing practices to prevent customer confusion and disputes. Our customers are entitled to know which services they are paying for, at what rate, and what is and is not included with service. In the rare event of a rate change, customers are notified directly through mail at least 60 days in advance of the change. Customers who have provided Harrison with an email address will also receive email notifications of rate changes. Additionally, all rate changes are posted publicly online. Customers that change their service levels will be informed during the service change of the impacts to their billing. These customers will be reminded of their new rate again through mail and email.

El servicio lo es todo!

Harrison will work with the County to provide bilingual bill inserts each quarter to advertise special collection and reminders on great ways to divert materials from landfill.

Billing Disputes

Most billing disputes can be prevented with clear communication, which is the focus of Harrison's billing and customer service protocol. However, billing disputes may still occur, and Harrison is prepared to address these disputes with exceptional courtesy and diligence. Our staff understands that if someone is calling to dispute a bill, that person may be upset and feel they were overcharged or underserved. **At Harrison, "Service is Everything!" and the most important resolution to a billing dispute is customer satisfaction.** As such, our staff is ready to listen to the concerns of the customer and address any issues as quickly as possible. If the customer is, in fact, being billed correctly, our CSRs are trained to explain the billing patiently and respectfully to the customer. CSRs are empowered to work with the customer to find satisfactory solutions to billing disputes, such as offering service level changes or alternate billing communication arrangements. Harrison is also prepared to fully compensate customers for any billing errors that originated from Harrison.

Customer Information Security

We value and respect the anonymity and security of our customers' information. All customer sensitive and banking information is shredded daily upon being entered into our billing system. Our billing software, iPak uses a Virtual Private Network to keep sensitive billing information secure and defended. Harrison will, under no circumstances, engage in the sale or trade of customer information. The customer information that Harrison does retain, such as addresses, emails, and phone numbers, is strictly for use in servicing the accounts, billing, and addressing issues such as contamination. Harrison is fully compliant with the California Consumer Privacy Act, and is able to disclose to customers, upon request, the type of information that Harrison collects on them.



Soque su bote de residuos de jardín/orgánicos con sus residuos de comida en él. Incluso si eso semana no tiene ningún residuo de jardín. (Mantener a pu el color provisional de los botes de residuos de jardín/orgánicos.)

¡Gracias por Reciclar Sus Residuos de Comida!
¡Está Ayudando a Luchar contra el Cambio Climático!

¡Ustedes son maravillosos! Desde que Harrison comenzó a recoger residuos de comida residenciales este año, cientos de ustedes han comenzado a reciclar sus residuos de comida para ser recogidos semanalmente.

Para aquellos que no han subido a bordo... ¡POR FAVOR, HAGANLO!

Es muy fácil: En lugar de tirar sus residuos de comida a la basura, deposítelos en bolsas de plástico o de papel, suelten las bolsas de forma segura y échelas en su bote de residuos orgánicos de jardín. RECUERDEN: ¡Los residuos de jardín deben estar sueltos en el bote, pero los residuos de comida DEBEN INTRODUCIRSE EN BOLSAS! ¡(Sin residuos de jardín)! ¡No hay problema! ¡Paque el bote a la altura de todas formas, para que se recojan los residuos de comida!

Es muy importante: Los residuos de comida que no se reciclan acaban en el vertedero. Cuando se echa al verdadero material orgánico, como residuos de comida o de jardín, se descompone y produce metano, un potente gas de efecto invernadero que contribuye al cambio climático. Los residuos de comida reciclados se convierten en compost, energía, alimento para animales y otros productos verdes. Con poco esfuerzo, usted puede ayudar a reducir los impactos del cambio climático.

¿Alguna Pregunta? Visite nuestra página de reciclaje de restos de comida en línea, ejharrison.com/food-waste.

 1-800-41-TRASH
www.ejharrison.com

¡Conéctese con nosotros @ejharrisoninc     

E. J. Harrison & Sons • Newbury Disposal • Santa Clara Valley Disposal

4.3.3 Phone System & Website

Harrison's existing customer service phone system and website will include our new and existing customers in Ventura County. This includes the iPak online bill-pay functionality, customer service phone lines, up-to-date web information, and the full suite of tools currently enjoyed by all Harrison customers. Harrison has found these programs to be reliable and has no intention of changing to a new system at this time.

Phone Software System



The complexity of our business requires a highly motivated, qualified, and stable work force. Harrison utilizes Xima Software for customer phone interaction management to help monitor staff and make adjustments as needed. Xima is a leader in the customer care technology industry. Their system provides the data and algorithms used for staff-level monitoring and serves as an invaluable tool for our customer service management team.

Some highlights of the Xima Software include the following:

- ✓ **Skills-Based Routing.** Ensures calls are routed to the best available CSR with multiple intelligent algorithms.
- ✓ **Queue Callback (Callback Assist).** Instead of waiting on hold, allows callers to hold their place in line and receive a callback.
- ✓ **Realtime Wallboards.** Report on CSRs, queues, and performance indicators in real time. Quickly and efficiently monitor call activity and CSR statuses.
- ✓ **Historical Reporting.** A full suite of custom reports provides unrivaled insight into customer and CSR interactions.
- ✓ **Web Chat.** Allows customers to interact with a live agent via our website. Customize chats to route based on customer questions.



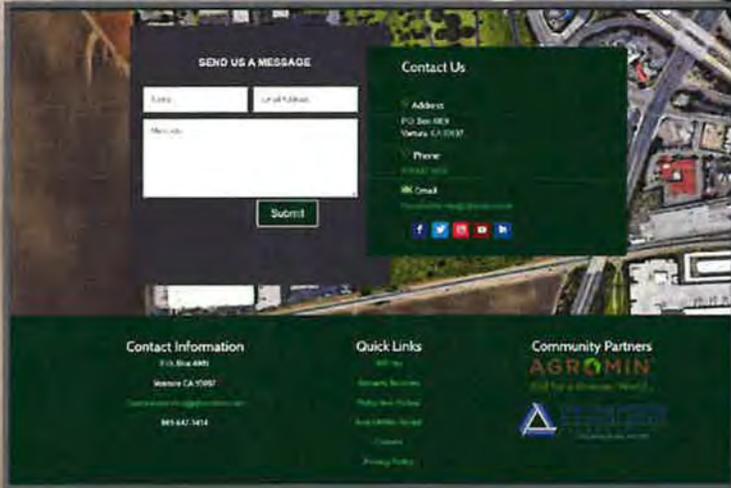
We strive to make sure no customer call is placed on hold for over 2 minutes.



Harrison’s Existing Website: www.ejharrison.com

Harrison’s existing website will be expanded to include service information and rates for all customers located in the franchised service zones in the County of Ventura. Our website includes the iPak online bill-pay functionality, up-to-date web information, various outreach and education materials, methods to submit inquiries or complaints, and the full suite of tools currently enjoyed by all Harrison customers.

Scan the QR Code to Visit our Website!



4.3.4 CSR Staffing

Two (2) additional CSRs will be added to accommodate increased customer service hours and call volume, totaling 18 CSRs who will respond to customer calls and inquiries. Given the current populations in all service areas in the County of Ventura (approximately 19,696 cart customers) this will provide a dedicated customer service representative for every 6,190 people.

As mentioned previously, our CSR Call Center be capable of accepting at least five (5) incoming calls at one time and calls will be answered within five (5) rings. All calls regarding inquiries, service requests, and complaints will be recorded and documented into a Customer Service Log. Any call "on-hold" exceeding one and a half (1.5) minutes will have the option to remain "on-hold" or request a "call-back" from a CSR.

CSRs will return customer calls promptly and we strive to make contact on the same day. For all messages left before 3:00 p.m., CSRs will attempt to return the call a minimum of one (1) time prior to 5:00 p.m. on the same day. For messages left after 3:00 p.m., return calls will be made before 12:00 p.m. on the next workday. We will attempt to call back the customer at least three (3) times within one (1) workday of the receipt of the call. If CSRs are unable to reach the customer on the next workday, we will send a postcard, email or text, as selected by the customer the second workday after the call was received, indicating that Harrison has attempted to return the call and are available to provide assistance via phone, email and online.

To ensure we are meeting customer needs quickly, we monitor several performance indicators to ensure customer experience and satisfaction. We continually look for ways to improve customer service, measure meaningful success, and to engage customers and our employees. We monitor, measure, and coach key performance metrics to ensure we are available to service our customers when they have a need or problem to resolve. We use industry standards to set our goals.

- ✓ **Average Speed to Answer (ASA):** on average, we answer our customer calls in less than 60 seconds.
- ✓ **Call Abandon Rate (ABA):** less than 12% of callers disconnect before their call is answered.
- ✓ **Average Call Handle Time (AHT):** on average, we've addressed our customers' needs in less than 5 minutes. Our goal is to resolve every issue at the first point of contact and dedicate as much time as necessary to guarantee customer satisfaction.
- ✓ **Average Hold Time:** We strive to make sure no customer call is placed on hold for over 2 minutes.

Our ability to shift staffing levels according to the volume of phone calls received ensures we will provide excellent customer service. If a team of CSRs is experiencing a higher-than-normal call volume, we can move additional CSRs to that team to handle the increase in calls. Our Office Manager is also trained in CSR procedures and can provide assistance during periods of high call volumes. Additionally, customers are provided with an automated call back option during high call volume periods.

CSR Training

World-class customer service begins with good listening and that is what we strive to provide with our thoroughly trained CSRs. Harrison insists on hiring exceptional employees and investing heavily in their training so each interaction with customers and the public is a success. This is especially critical for Harrison's customer service staff, who are often the only Harrison employees a customer might interact with. New CSRs are required to attend and participate in training for three weeks. Our trainers monitor

and develop new training materials as needed, ensuring our CSRs receive the most current and accurate information along with updates on new diversion regulations. The training curriculum introduces new employees to our family and creates a strong, consistent foundation in the areas of customer-focused service, professionalism, safety, and company pride.

Additional training includes side-by-side job shadowing. CSR students are paired up with experienced CSRs and “shadow” the CSRs answering phone calls and dealing with basic operations of the Soft-Pak system. The process of review, including suggestions for best practices and strategies, creates impactful one-on-one learning opportunities before the CSRs respond to live calls. CSRs are monitored a minimum of three times per month. Side-by-side monitoring sessions provide immediate feedback on call handling and hold CSRs accountable to the standards we expect. The following training topics are covered during the CSR training:

Training Type	Topics Covered
New Hire Orientation	<ul style="list-style-type: none"> ✓ History of E.J. Harrison & Sons, Inc. & Affiliate Companies ✓ Products & services ✓ Commitment to service ✓ Expectations from employees
Getting to Know our Business	<ul style="list-style-type: none"> ✓ Videos & documentation of MRFs, transfer station & other facilities ✓ Geography review of our service territory ✓ Understanding our municipal partners & Franchise Agreement
Developing Customer Relationships	<ul style="list-style-type: none"> ✓ Clear communication ✓ Building a relationship with customers through active listening & quick resolution ✓ Call quality monitoring
Customer Engaging Tools	<ul style="list-style-type: none"> ✓ Detailed service & products ✓ Specifics of Ventura County Franchise Agreement* ✓ Staying positive & calm while maintaining professionalism
Call Center Equipment & Systems Training	<ul style="list-style-type: none"> ✓ Soft-Pak systems: Mobil-Pak, iPak (integrated billing system) ✓ Xima Phone system training & reporting ✓ Telephone system manages each call center interaction, as well as managing individual CSR productivity

***Specifics of Franchise Agreement:** Depending on the type of inquiry, request, or comment, the CSRs will respond and handle the calls according to the most accurate solution and specific details from the Franchise Agreement with the County of Ventura. CSRs will be trained on the main features of the Franchise Agreement and demonstrate comprehension and understanding of the contract requirements. In addition to training, CSRs will be provided with a “cheat sheet” with the most common items that are defined in the contract.

4.3.5 Alternative Payment Options

Harrison’s customers will have multiple options for payment: cash, check, cashier’s check, credit card, and online and mobile bill pay via iPak.

Exhibit 7
Collection Service Operations Plan

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2894 See separate PDF file.

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4.2 Operations Plan

Harrison is pleased to continue providing exemplary operations in the County of Ventura. This Section provides a thorough description of our Operations Plan that includes utilizing proven collection vehicles that are already in our existing fleet of more than 100 vehicles. Many vehicles in our fleet are powered by low NOx CNG engines that operate on Renewable CNG (RNG). The vehicles that are powered by diesel engines operate on renewable diesel and offer many environmental benefits over standard diesel engines.



Our collection programs will use best in class technology to ensure safety for our customers and drivers, the ability to efficiently audit routes and effectively monitor containers, provide accurate and transparent reporting, while ensuring exemplary customer service and support throughout the term of the Franchise Agreement. Our Operations Plan also includes using local facilities to process and divert materials from landfill in addition to implementing excellent collection, diversion, and safety programs.

Reducing and eliminating the contamination in the recyclables and organics containers is a major focus of our collection, customer, and outreach services to all residents in Ventura County. Our team is thoroughly trained on what materials belong in each container and ***will work with our customers to ensure they know how to properly discard materials into the correct container, but also why it is so important to divert these materials from landfills.***

This Operations Plan includes the following Sections:



4.2.1 Vehicles



4.2.4 Facilities



4.2.2 Containers



4.2.5 Safety



4.2.3 Route Operations



4.2.6 Reporting



4.2.1 Vehicles

Harrison will continue to service Ventura County with our existing fleet of collection vehicles powered by Compressed Natural Gas (CNG) and renewable diesel. CNG contains less carbon than any other fossil fuel and produces lower greenhouse gas (GHG) emissions per year. For the new service areas, we will utilize both existing collection vehicles and new CNG collection vehicles specifically chosen to provide efficient collection operations. Harrison has existing orders of collection vehicles that will be utilized as needed to service newly-awarded zones. Our vehicle vendors have provided guarantees that the new CNG-powered collection vehicles will be delivered in time for the commencement of services on January 1, 2024.

Collection Vehicle Description



Our collection vehicle chassis are supplied by Peterbilt and Autocar. These companies have supplied the commercial vehicle market with the industry's most rugged, reliable, and efficient products. Harrison has selected these companies because their environmental stewardship has been a top priority in all of their operations. Both companies participate in the concept of zero waste to the landfill by having a presence throughout North America to facilitate recycling efforts with infrastructure to reduce environmental impacts. They are committed to alternative energy solutions as they have several electric powered models in development.

The engines in the collection vehicles are manufactured by Cummins and will be fueled by CNG. The Cummins L9 engine runs on renewable diesel and is a proven workhorse, boasting 35+ years of production with more than 5 million engines manufactured globally. The L9 diesel engine is more fuel efficient and reliable, and designed to go even longer between scheduled maintenance intervals, all while meeting 2021 regulatory requirements set by the Environmental Protection Agency (EPA) and



Cummins California Air Resource Board (CARB). The Cummins L9N CNG engine continues the evolution of emissions-leading natural gas engines and is certified to the California Air Resources Board (CARB) and Environmental Protection Agency's (EPA) Optional Low NOx emissions and has 90% fewer NOx emissions than the current North American EPA standard. The near-zero emissions L9N provides cost effective emission reduction, reduces smog forming NOx emissions by 90% vs. EPA NOx Standard and can operate on 100% CNG, LNG, or renewable natural gas (RNG).



The collection vehicle bodies are manufactured by Amrep, which is a premier front end loader, side loader, roll-off hoist, and trailer manufacturer specifically for the solid waste and recycling industry.

On the forefront of technology along with introducing numerous innovations that have since become standard in the waste hauling sector, resulting in simple-to-operate products that provide maximum productivity, ease of maintenance, and long service life.

All equipment used by Harrison is high quality and meets all Federal, State, and local regulations and air quality standards. Collection vehicles are designed and operated to prevent collected materials from escaping from the vehicles and hoppers are closed on top and on all sides with screening material to prevent collected materials from leaking, blowing, or falling from the vehicles. All trucks are watertight and operated so liquids do not spill during collection or while in transit.

Harrison has new collection vehicles that have already been ordered and have been delivered late 2022 and early 2023. These new collection vehicles will be used in our existing and proposed service areas and replace older vehicles, as necessary to ensure our fleet in Ventura County is not more than ten (10) years old.



The charts below describe our proposed collection vehicles for all service areas in Ventura County. The 2022/2023 vehicles have already arrived beginning late 2022 and will be utilized for this collection contract.

Harrison’s proposed collection vehicles for all service areas in Ventura County

Type	Quantity	Make	Model	Year	Useful Life
Automated Side-Loader	12	Peterbilt Chassis w/ Amrep Body	520 HX450ASL	2022	10 years
Front Loader	3	Peterbilt Chassis w/ Amrep Body	520 HX450FL	2022	10 years
Flatbed	4	Isuzu Chassis w/ Flatbed Body	NQR	2023	7 years
Scout Truck	2	Peterbilt Chassis w/ Wayne Body	220 Autocat Sideloaders	2022	10 years

Type	Fuel Type	Axles & Turning Radius	GVWR	Capacity (cubic yards & max weight)	Compartments
Automated Side-Loader	RNG	3 40 ft.	62,000 lbs.	40 cubic yards 25,100 lbs.	1
Front Loader	RNG	4 42 ft.	66,000 lbs.	40 cubic yards 21,120 lbs.	1
Flatbed	Renewable Diesel	3 32 ft.	20,000 lbs.	23 cubic yards 11,500 lbs.	-
Scout Truck	Renewable Diesel	2 36 ft.	33,000 lbs.	10 cubic yards 22,000 lbs.	1



Reducing Air Emissions & Wear and Tear on County Streets



Harrison utilizes 100% renewable fuels in our operations. This includes Renewable Compressed Natural Gas (RNG) and renewable diesel. RNG is an ultra-clean, ultra-low carbon natural gas alternative that is captured as organic matter decomposes in controlled environments. The methane gas is then processed, purified, and distributed to the pipeline, where we procure RNG for use at our existing fueling station. While investing in CNG provides a significant emission reduction over traditional diesel, RNG provides further reduction in GHG effects over the use of fossil natural gas.



Additionally, Harrison works with the fuel vendor SC Fuels to secure renewable diesel for all our diesel-powered collection vehicles. Renewable diesel is manufactured from 100% wastes, residues, and renewable raw materials, a distinct difference from biodiesel. Additionally, renewable diesel is chemically equivalent to regular Diesel, allowing this to be a drop-in fuel, requiring no retrofits of engines and full ability to blend fuels. This allows all our diesel vehicles, including MRF and Transfer Station rolling stock, to emit over 50% less emissions than their diesel counterparts.

Carbon Intensity (CI) for Diesel & Substitutes

Grams CO₂ emitted per unit of energy adjusted for energy economy ratio [EER] (g CO₂ e/MJ)



In 2016, Harrison constructed a slow-fill CNG fueling station at our Corporate Yard in the City of Ventura. Today, we have the capacity to fuel more than one hundred (100) vehicles per day. Harrison has installed fast-fill dispensers for even more fueling capacity. As mentioned previously, RNG fuel is purchased and produced from 100% renewable resources.





Regardless of the fuel-type, each collection vehicle is qualified by CARB with a Clean Idle Certification, which means that each vehicle has a five-minute limit for engine idling. After five minutes, the engine turns off to reduce fuel consumption and exhaust emissions.

In addition to the substantial GHG emissions our fleet has to offer, our fleet and our operational protocols ensure other significant community and environmental advantages. As a commitment to our customer service, we are sensitive to noise pollution where our equipment and operations protocol mitigate this issue. CNG engines are much quieter than diesel engines. Many customers have commented they cannot hear the CNG truck coming down the street. Additionally, the mechanical arms on our vehicles have dampeners which slow the hydraulics before the container is emptied so it does not bang into the truck. This feature reduces noise and wear-and-tear on the equipment.

Our routes are developed and scheduled to minimize traffic impacts. They are not allowed for early morning commercial collections to be performed in areas that are adjacent to residential customers. Drivers are trained on efficient and friendly operations of the collection vehicles and will take care to replace containers in their original location. For areas that are hard to serve, Harrison will utilize either scout trucks or semi-automated side loaders as discussed in [Section 4.2.3](#). If scout trucks are used, containers will be removed from right of ways within one (1) hour of collection.

Implementing Technology in Fleet

Service Delivery Optimization (SDO) is a way of doing business for Harrison. Linking technology and logistics management processes, with the skills of our drivers and other field staff, allow us to cover routes and other services more efficiently.

SDO changes how we manage our collection and maintenance operations. By improving our systems through technology – like onboard computers, routing software, and cameras – we can have a big impact on safety, accountability, doing a better job of setting expectations, enhancing employee communications, and maximizing customer satisfaction. SDO provides the metrics to coach and improve everyone, from our drivers, Customer Service Representatives (CSRs), dispatch, and route supervisors. It is a better way of measuring our people and service. It empowers frontline employees, particularly our drivers, to excel at their work and drives accountability through performance management and coaching.

At Harrison, everything we do is about creating an outstanding experience for our customers. That is why we use the equipment and software we do. The fully integrated capability of our system ensures that customer information is correct, and the overall customer experience is exceptional.

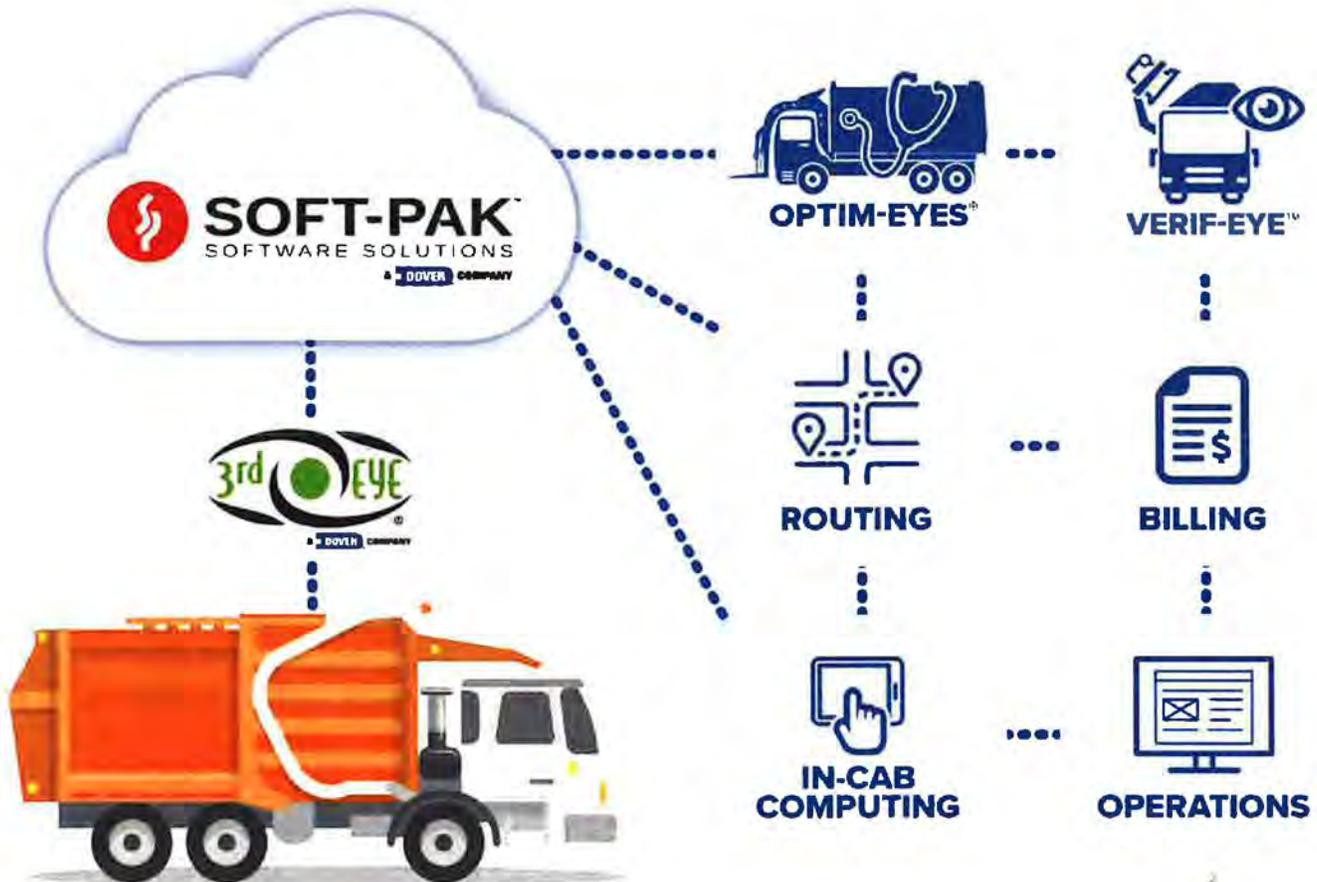
We utilize the Soft-Pak suite of software to conduct all customer service information and account management, along with integrating effective routing and billing functions.



Onboard Computing

We expect a level of convenience and ease made possible by technology in our everyday lives. Waste and recycling service should not be any different. Over the last few years, Harrison has changed the way it does business to make it as easy as possible – giving our customers superior service, convenience, and safety through innovative new technologies. One technology advancement that continues to drive customer service satisfaction is our Onboard Computer System (OBC) that operates the Soft-Pak suite of software.

This technology has many operational and efficiency benefits, and it transforms our ability to provide impeccable customer service. Specifically, OBC enhances service through:



- ✓ **Real-Time Data** – Important information related to all vehicle locations, stops serviced, truck capacity, service status, and other key service indicators;
- ✓ **Effective Communication** - Enabling CSRs and dispatch to communicate with the Operations team for immediate and efficient customer issue resolutions, including on-call requests, on-demand service requirements, rerouting, and customer service needs;
- ✓ **One-Touch Verification** - Allows programmed communications, including missing or damaged carts, overages, carts needing service, and contaminated containers;
- ✓ **Proactive Communication** – Drivers document any service issues, including service delays. This allows us to proactively address issues with our customers and prevent inconveniences such as missed collection;
- ✓ **Enhanced CSR Services** – CSRs have virtually real-time customer information at their fingertips, allowing them to see what our drivers see, and communicate accurate, customer specific information during a single call;
- ✓ **Service Quality Assurance** – Should a container not be collected due to contamination; the system automatically photographs each service with a time stamp. This allows an opportunity to reach out to the customer and offer technical assistance and education. This documentation is automatic for every customer, every day;
- ✓ **Documenting Extra Service** – Drivers can use their tablet to record any extra setouts. These photographs are automatically linked to the customer profile instantly for CSRs to use on a single customer call. This tool is helpful in giving customers the peace of mind knowing that any extras charged belong to their account;
- ✓ **Accurate Vehicle Locations** - Monitors truck locations via GPS technology and uses interactive maps to determine status of vehicles and promote efficient dispatching;
- ✓ **Monitor Vehicle Emissions** - Reduce idle times to eliminate unnecessary emissions.

Every collection vehicle servicing Ventura County will be equipped with an OBC, which enhances communications between our operations and CSRs, resulting in much faster customer service. OBC has replaced paper route books with electronic sheets that are updated in real time. Collection drivers see all stops, service tickets, and log completion of each service performed on their touch screens, which is updated remotely and in real time.



OBC is also a key tool for noting and communicating route exceptions such as “container not out”, blocked containers, extras, and contamination. Each exception has a designated code. Drivers log the appropriate code at the time of service and have the option to add supplemental notes like route times and non-route times. Non-route times include daily vehicle inspections, breaks and lunch, disposal time, route transit time to and from the yard or disposal site, and mechanical or customer delays. Each activity is stamped with a start and stop time.

In the event that the OBC becomes unavailable for any period of time or loses its connectivity, the tablet continues to collect data for upload upon reconnection or the driver still has the traditional paper route sheet to perform collections and manually enter route exceptions.

Tracking and Monitoring Vehicles Through Technology



Harrison has been utilizing GPS technology on trucks for many years through SoftPaks application MapPak. This is described in detail in [Section 4.2.3](#). Additionally, Harrison has been installing 3rd Eye onto trucks that provides addition safety and contamination monitoring benefits on the vehicles, as described in this section. These technologies ensure that all trucks have active GPS technology so each can be mapped during their regular collection routes. Trucks can be monitored during their collection routes until their final destination where materials are dropped. This provides full transparency to the County who can always be assured materials are going to approved facilities and being managed responsibly.



3rd Eye Technology

3rd Eye is a state-of-the-art technology addition to our vehicles that provides numerous advantages. Our trucks are equipped with GPS tracking so all vehicles can be mapped during their route operations. Additionally, this technology provides benefits to our existing safety programs. Our safety programs are multi-faceted utilizing consistency through routine safety meetings, offsite audit programs, and onboard technology. Our supervisors provide daily meetings with our drivers to review safety priorities and provide reminders of specific topics. Further, the investment in 3rd Eye Technology in our vehicles means there is constant monitoring of a driver and their surroundings. Metrics on driver behavior are tracked and can be used as a learning opportunity to ensure accidents are avoided. As an added step, a third-party company provides audits of our programs so we can look for ways to continually improve our operations.



3rd Eye Technologies is on all our vehicles where it works to constantly monitor the work environment, provides automatic verification of service, overload monitoring and contamination visibility.

- ✓ Designed to capture video and audio inside and outside the vehicle when triggered by abrupt actions (such as braking, acceleration, swerving, speeding or collisions)
- ✓ Provides real-time feedback to the driver
- ✓ Helps identify and address risky behaviors
- ✓ Enables managers to coach driver performance before incident, further protecting the public and our employees
- ✓ Helps reduce collisions, fuel consumption and maintenance cost
- ✓ Provides immediate service verification for CSRs, dispatch and managers



OBC Integration with CSR & Billing System

The OBC used in the field links directly to our Soft-Pak suite of software. The real-time route data is reconciled, and customer's accounts are updated to reflect any additional charges that might have been incurred. CSRs and dispatch work together with drivers and route supervisors to ensure that all customers have received service and any service issues have been dealt with. The daily route and customer data is utilized for billing and the fully integrated Soft-Pak suite of software provides an all-in-one system for billing department to efficiently issue billings and invoices for customers in a timely manner.

Vehicle Appearance



Front Loader



Automated Side Loader



Roll-off



Flatbed

Harrison collection vehicles are light green, have a dedicated number (located on the side and rear of each vehicle at least four inches (4") high), and include Harrison's name, logo, and customer service telephone number. All collection vehicles will have the appropriate safety markings in accordance with the California Vehicle Code and include, but are not limited to highway lighting, flashing, and warning lights, clearance lights, and warning flags. It is a well-known fact that clean-looking vehicles are often assumed to be well maintained and thereby make a positive impression in the community. Therefore, all vehicles are washed weekly so that they are presentable during their collection operations.

Harrison will ensure that all collection vehicles will display the words "Servicing the County of Ventura" in letters no less than two inches (2") high. Vehicles are all repainted, including striping, on a frequency as necessary to maintain a positive public image and not less often than once every five (5) years.

Harrison will work with County staff to ensure any new or existing signage meets the County's approval. At least two (2) collection vehicles operating full-time within each Service Area will display County messaging or advertising, either related or unrelated to solid waste, of the County's choice and the County will be able to change the messaging on a quarterly basis up to four (4) times per year.

Vehicle Maintenance Program & Schedule



The goal of our vehicle maintenance program is to keep our equipment running safely and efficiently while looking clean and new. Our commitment to service includes adequate preparation for both routine maintenance and other vehicle down time. Harrison has sufficient vehicles and trained personnel to eliminate impacts or delays to regular collection services due to maintenance issues throughout the term of the Franchise Agreement. We have assumed a backup (spare) vehicle ratio of 10% for Ventura County. In the event of an unforeseen breakdown, Harrison will respond within one hour.

The key to an effective preventive maintenance program is the daily completion of the vehicle inspection report by the driver. The driver checks fluid levels and indicates any defects or deficiencies found that day. Maintenance mechanics review the report and check any items marked by the driver as being questionable. Mechanics then make any needed repairs before the vehicle goes back into service.

With a fleet of more than 70 CNG collection vehicles operating in Ventura County, our back-up fleet is always ready.



Furthermore, each vehicle undergoes a 90-day inspection by shop personnel. Interior and exterior safety devices are inspected, such as instruments and mirrors, and the engine and electrical system are also inspected. Air and fuel lines, the clutch, brake system, and chassis components, such as the drive shaft and universal joints, are also inspected to ensure the vehicle is safe for operating.

We maintain high vehicle maintenance standards for our collection fleet and have an excellent track record. ***The vehicles will be maintained during the operations in Ventura County.*** We will make all efforts to use re-refined motor oil and re-refined hydraulic fluid. Best Management Practices (BMPs) as relative to heavy-duty vehicle maintenance facilities will be standard procedure. Staff will conduct routine inspections of the maintenance facility and any deviation from BMPs will be corrected by the end of that day.



Mechanics will ensure our comprehensive preventative program is implemented for all equipment. The program is consistent with the standards and procedures recommended by the Technical Maintenance Council of the American Trucking Association as well as the Manufacturer's Recommendations.

We are committed to keeping the streets and service areas of Ventura County clean by adhering to strict spill response protocols. This includes maintenance procedures designed to stop potential spills, leaks and hose issues before they happen.

- ✓ Every 120-operating hours, each of our collection vehicles undergoes a spill and leak prevention assessment. Mechanics inspect hoses and replace anything that show signs of wear prior to the manufacturer scheduled replacement.
- ✓ Drivers closely inspect their vehicles for leaks twice per day, during pre-trip and post-trip inspections. When a leak is noticed, the truck does not return to service until the leak has been assessed and repaired by our shop. A spare truck will be used as necessary to prevent any delay in service.
- ✓ Should a spill occur while on route, the driver immediately contains the spill, using the spill kit that is onboard each vehicle. The driver uses their company provided mobile phone to notify dispatch staff of the spill. Dispatch records the spill location, fluid type, proximity to drains, and approximate spill quantity prior to relaying this information to appropriate personnel.
- ✓ The route supervisor is dispatched to the scene of the spill to verify driver reported information, assist in spill containment, and ensure that the spill is properly managed per federal, state and local standards. We report the spill to the proper authorities, as required.
- ✓ In the event a spill cannot be contained, or a spill has reached storm drains, dispatch automatically sends a professional service provider to the location to perform all proper cleanup measures.

Harrison has a comprehensive preventative maintenance program for equipment. The program is consistent with the standards and procedures recommended by the Technical Maintenance Council of the American Trucking Association. Preventative maintenance is performed on a monthly basis, at a minimum, or as needed.



Our main Maintenance Facility is located at 1589 Lirio Avenue in Ventura and includes a 20,000 square foot maintenance shop with 21 service bays along with a 15,000 square foot welding/hydraulic shop that together services more than 165 collection vehicles. This maintenance facility also includes 6 CNG-certified mechanics and is open 14 hours per day.

Process Performance Standards	
Planning & Scheduling	A minimum of 70% of repairs are scheduled
Preventative Maintenance Compliance	100% of preventative maintenance activities performed within 10% of designated intervals
Preventative Maintenance Inspection (PMI)	Document completion of a defined vehicle inspection approximately every 120 engine-hours
Quality Control Inspection	Property documented inspections of 10% of all PMIs completed
Driver Pre-Trip/Post-Trip Inspections	Conducted before and after every trip without exception
Tire Maintenance	Twice weekly documented check of tire pressures and inspection of tires for each wheel position
Vehicle Washing	Trucks are washed weekly

Maintenance Log. We will maintain a Maintenance Log for all collection vehicles that will always be accessible to the County for review. This Log will show, at a minimum, each vehicle identification number, date purchased or initial lease, dates of routine maintenance, dates of any additional maintenance, and description of additional maintenance performed.

Equipment Inventory. On or before January 1, 2024, Harrison will provide an inventory of collection vehicles and major equipment used to perform all services under the Franchise Agreement. The inventory will indicate each collection vehicle by identification number, DMV license plate 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 decibel rating and the maintenance and rebuild status. Each year, an updated inventory will be submitted to the County and include the tare weight of each vehicle along with a certification signed by Harrison that all collection vehicles meet the requirements of the Franchise Agreement.

Reserve Equipment. We will always have sufficient reserve collection vehicles and equipment able to be put into service and operation within one (1) hour of any breakdown. Such reserve equipment must correspond in size and capacity to the equipment that is brought out of service.



4.2.2 Containers

We propose to provide carts manufactured by Toter, Inc. (herein referred to as "Toter"). Harrison has used Toter carts across our current franchise areas, where they have a proven track record of quality product and customer support. This includes trash, organics, and recycling cart service within the Cities of Ventura, Camarillo, Ojai, and Fillmore. Toter carts meet or exceed all the specifications mandated by the County of Ventura, including being made of post-consumer recycled plastic and are available in all size capacities required for all material streams. For bins and debris boxes, we propose to provide bins manufactured by Consolidated Fabricators Corporation (herein referred to as "Consolidated"). Harrison has selected Consolidated for our longstanding relationship and their reputation in product excellence, competitive pricing, customer service, and timely fabrication. We will provide 1 through 6 cubic yard bins and boxes sized from 10 through 40 cubic yards.

Suitability of Containers

Harrison has a various selection of containers that are both suitable and sufficient for all of our customer’s need. We maintain a large inventory of carts and containers to ensure we have the size and type the customer needs for new starts, replacements, and exchange requests. The Harrison color scheme of carts and containers is blue for recyclables, green for organics and black for garbage. Cart and container delivery and removal is handled by our employees, ensuring the cart and container delivery and removal standards are satisfied each day: within one to three (1 – 3) days of customer’s initial request for single family, and multifamily customers.

Toter®
Built for Extremes®

Toter offers a 12-year active service life for rotation-molded carts. Toter carts are manufactured with a stress-free, Advanced Rotational Molding process using medium density polyethylene (MDPE), giving Toter carts a superior strength-to-weight ratio when compared to injection-molded carts containing high density polyethylene (and high residual stress). Longer service life essentially eliminates early cart replacement, reducing material consumption by at least 50%. The carts have wheels with the proper load rating and attached lids. Toter products are superior carts compared to others on the market because of their manufacturing advancements with enhanced sustainability of the product, life of use, and recyclability after the end-of-life use of the cart.

CONFAB®

Consolidated Fabricators was formed in 1974 and has since grown into the largest container manufacturer of its kind on the West Coast. Consolidated is committed to protecting the environment, health and safety of employees, and the communities where they operate. They are dedicated to manufacturing quality steel container systems, competitive pricing, best-in-class service and support, and flexible customization capabilities. Being a fully integrated steel production company allows Consolidated to deliver a great diversity of products and designs.

Container Dimensions			
Container	Height	Width	Depth
35-gallon cart	37.5"	24"	19.75"
65-gallon cart	41.75"	24.25"	31.5"
95-gallon cart	43.5"	29.75"	35.5"
1 cubic yard bin	29"	72"	24"
1.5 cubic yard bin	34.5"	72"	29.5"
2 cubic yard bin	41.5"	72"	34.5"
3 cubic yard bin	50.5"	72"	41.5"
4 cubic yard bin	57"	72"	50.5"
6 cubic yard bin	71"	80"	66"



Container Appearance & Cleaning

All containers will comply with the color requirements of SB 1383, where black will designate garbage, blue will designate recyclables, green will designate yard trimmings and bagged food waste or clean yard trimmings, and brown will designate loose or bagged food scraps. Containers will be appropriately labeled to reflect the appropriate material placements, and to inform customers in both visual and bi-lingual instructions. Toter will deliver carts that have hot pressed labels in the lids of the carts, to ensure longevity and durability of these infographics.

It is important to Harrison to maintain containers, free from odors, graffiti and disrepair. As such, Harrison offers both our MFD and residential clients free cart and bin cleaning, in addition to resolving graffiti quickly, as described in the next Section.

All carts and bins will have labels placed on them to designate the appropriate materials allowed in the container. In addition, containers will have Harrison's name, telephone number and a serial number of the container. Examples of container labels are provided on the pages that follow.



Co-mingled Organic Containers

NO No

No Plastic
No plastico

No Glass or Metal
No vidrio o metal

No Diapers
No Pañales

No Pet Waste
No caca de perro

No Styrofoam
No styrooam

No Twist Ties, Produce Stickers, or Rubber Bands
No gomas elasticas, de plastico bandas, o etiquetas

Questions? ¿preguntas? (805) 647-1414

YES Si

Please do not overfill your food waste bags.
No llene demasiado las bolsas de residuos de alimentos.

What goes in Your Green Cart?
¿Qué va en su contenedor verde?

Plants
Plantas

Food Waste
Comida desechable

Food Soiled Paper
Papel manchado de comida

YES Si

Food Soiled Paper
Papel manchado de comida

Plants
Plantas

Food Waste
Comida desechable

What goes in Your Green Bin?
¿Qué va en su contenedor verde?

Questions? ¿preguntas? (805) 647-1414

NO No

No Twist Ties Rubber Produce Stickers, or Rubber Bands
No gomas elasticas, bandas para atar bolsals de plastico o etiquetas

No Glass or Metal
No vidrio o metal

No Styrofoam
No styrooam

No Pet Waste
No caca de perro

No Diapers
No Pañales

No Plastic
No plastico

Please do not overfill food waste bags.
No llene demasiado las bolsas de residuos de alimentos.

Recycling Containers

YES
Si

What goes in Your Blue Cart?
¿Qué va en su contenedor azul?

Clean Paper Products
Productos de papel limpio

Plastic 1 - 7
Plástico 1 - 7

Cartons
Cartones

Glass and Metal
Vidrio y metal

NO
No

Questions?
¿preguntas? (805) 647-1414

No Shredded Paper
Sin papel triturado

No Hoses
No mangueras

No Food Soiled Paper
No papel manchado de alimentos

No Plastic Bags
No bolsas de plástico

No Styrofoam or Straws
No espuma de poliestireno o pajitas

YES
Si

Clean Paper Products & Cartons
Productos de papel limpio y cartones

Glass and Metal
Vidrio y metal

Plastic 1 - 7
Plástico 1 - 7

Recycle!
Recycla!

Questions?
¿preguntas? (805) 647-1414

What goes in Your Blue Bin?
¿Qué va en su contenedor azul?

NO
No

No Hoses
No mangueras

No Plastic Bags
No bolsas de plástico

No Food Soiled Paper
No papel manchado de alimentos

No Shredded Paper
Sin papel triturado

No Styrofoam or Straws
No espuma de poliestireno o pajitas

Garbage Containers

YES
Si

What goes in Your Black Cart?
¿Qué va en su contenedor negro?



Pet Waste
Caca de perro

Diapers
Pañales

Old Clothing
Ropa vieja

Hoses
Mangueras

Plastic Bags
Bolsas de plástico

Styrofoam
espuma de poliestireno









NO
No

Questions?
¿preguntas?

(805) 647-1414



No Light Bulbs
No bombillas

No Batteries
No Pilas

No Motor Oil or Cooking Oil
No aceite de motor ni aceite de cocina

No Electronics or Appliances
No aparatos electrónicos ni electrodomésticos

No Paint
No pintura










YES
Si

What goes in Your Black Bin?
¿Qué va en su contenedor negro?



Diapers
Pañales

Pet Waste
Caca de perro

Old Clothing
Ropa vieja

Hoses and Plastic Bags
Mangueras y bolsas de plástico

Styrofoam
espuma de poliestireno

Donate Your Reusable Items!
¡Done sus artículos reutilizables!

Questions?
¿preguntas?

(805) 647-1414

NO
No

No Electronics or Appliances
sin aparatos electrónicos ni electrodomésticos

No Motor Oil or Cooking Oil
Sin aceite de motor ni aceite de cocina

No Batteries
No Pilas

No Light Bulbs
No bombillas

No Paint
No pintura















Container Maintenance Program



It is important to Harrison to maintain containers, free from odors, graffiti, and disrepair. As such, Harrison offers our residential customers one free cart and bin cleaning once per year. Containers will be swapped out and taken back to our yard where they will be scraped, washed, and fully cleaned, in addition to ensuring all appropriate maintenance is completed on them. Additional cleanings, beyond the one per year, will be offered to customers at the approved rate.

Harrison employees are trained to operate with great levels of care in order to avoid unnecessary damage to containers during collection. In the event one of our employees damages a container, it will be replaced by Harrison within five working days. As discussed in [Section 4.2.1](#), the 3rd Eye cameras, help ensure full transparency in the event of container damage and offers great opportunities for enhanced employee trainings. Customers will also be afforded the opportunity to have containers repaired that have been damaged, that are not a result of Harrison operations. These repairs will be limited to one free repair during the initial term, where additional repairs would be offered per the approved rates. Further, each customer in Ventura County will be entitled to replace their container during the initial 10-year term of the agreement. Harrison will ensure that all repairs, replacements, and maintenance will be completed within five working days of customer request.



4.2.3 Route Operations

As mentioned, Service Delivery Optimization (SDO) is a way of doing business for Harrison. Linking technology and logistics management processes, with the skills of our drivers and other field staff, allow us to cover routes and other services more efficiently.

By improving our systems through technology – like onboard computing (OBC) tablets, routing software, and cameras – we can have a big impact on safety, accountability, doing a better job of setting expectations, enhancing employee communications, and maximizing customer satisfaction. SDO provides the metrics to coach and improve everyone, from our drivers, CSRs, dispatch, and route supervisors. It is a better way of measuring our people and service. It empowers frontline employees, particularly our drivers, to excel at their work and drives accountability through performance management and coaching.

We have always focused on creating a streamline experience for our customers. That is why we use the equipment and software we do. The fully integrated capability of our system ensures that customer information is correct, and the overall customer experience is exceptional.

The Soft-Pak customer service management software allows for routes and their stops to be easily viewed and modified, as necessary to improve routing efficiencies. By selecting any stop on the route, account information and services performed can be viewed and verified along with various route types, (same day routes, weekly routes, or different route types on different days). Map-Pak works on the Google Map platform, the most powerful and cost-effective mapping application on the market. Real-time vehicle GPS locations can be viewed to make dispatch decisions on the fly.

In addition to the Map-Pak routing software, Soft-Pak provides a modular system for information management that is called iPak and coordinates the flow of information for the Mobile-Pak and Map-Pak modules for various operational tasks.

Map-Pak displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. It is updated in real time so route managers, drivers, dispatchers, and CSRs can resolve any questions or concerns our customers or municipal partners may have.

The modular system is web-based so, when iPak changes – where customer service and billing data is stored – updates to Mobile-Pak and Map-Pak are immediate to capture new customers and service changes.

Primary Customer Benefits of Integrated Route Management

- ✓ **Operational Efficiency** – Designing and utilizing the most efficient routes means lower costs, less wear and tear on streets, and the ability to avoid heavy traffic patterns.
- ✓ **Safety Improvements** – Routes are planned in line with company safety policies and protocols. To the greatest extent possible, routes are set to accommodate traffic patterns and flow and avoid high-pedestrian traffic hours at locations such as schools and parks.
- ✓ **Environmental Savings** – Operational efficiencies gained through our routing process have immediate, positive effects on the local environment. Fewer miles driven means reduced greenhouse gas emissions.

The increase in effectiveness afforded by our technology investments and suite of software empowers our employees to deliver exceptional customer service by the most efficient and effective means possible. Key functionalities include the ability to:

- ✓ Instantly view driver location and route progress
- ✓ Assign electronic work orders
- ✓ Instantly share and access on-route photographs (i.e. photos of blocked containers, etc.)
- ✓ Reallocate portions of routes or a single collection from driver to driver

The combination of onboard technology investments and computerized dispatch enables Harrison to increase the effectiveness of our everyday operations and maximize our ability to quickly respond to customer needs.

Waste Software For Trash Haulers

Supported by waste industry experts who know the business.



Technology leads to better customer service.

Route Details & Collection Methodology

Route Details							
Route Operations	# of Crew	# of Trucks	# of Routes	Total Route Hours	On Route Hours	Total # Containers Collected / Hour	# of Vehicle Passes / Customer / Week
Residential Refuse	1	4	22	10.5	8.5	112	3
Residential Recycling	1	4	17.5	10.5	8.5	112	3
Residential Organics	1	4	18	10.5	8.5	112	3
Bulky Collection	1	1	1.5	10.5	8.5	6-10	1
Container Distribution/Repair	1	4	20	10.5	8.5	Max 10	1

Single-Family Dwelling (SFD) Collection Methodology

Harrison will provide solid waste, recyclable, and organic weekly collection services to all Ventura County Single-Family Dwellings (SFD) in our service areas by using fully automated side-loader collection vehicles. These vehicles allow for efficient and safe collection of carts and were chosen due to the efficiency of servicing carts and to minimize or eliminate concerns regarding narrow streets, courts, heavily parked areas, streets with limited access, and tree lined streets with low hanging utilities and alleyways. Of primary concern is reducing disruption to the community, where our proposal includes collecting all containers on the same day, resulting in fewer traffic impacts to the neighborhoods.

The side-loader vehicle will approach the household and will align the cart with the grabbing mechanism located on the right side of the vehicle, directly behind the cab. The driver then engages the grabbing mechanism to grasp the cart, raise the cart over the vehicle, and tip the contents into the hopper. After unloading the contents, the empty cart is returned to its original location and the driver moves onto the next service location.

As needed, the driver will record any comments or service issues at the location on the on-board computer. Examples of comments or service issues include, but are not limited to, the observed presence of prohibited materials, overflowing containers, the cart was not out, or the cart was blocked. All this information, as well as a positive service verification, is time-stamped and immediately sent in real-time to our Soft-Pak software system. These notes are then readily available for the CSRs should a customer require further outreach to correct an issue or should a customer call regarding notices placed on their containers about prohibited materials or incomplete services.

For additional, large pieces of cardboard placed next to the cart, the driver will empty the cart and return to it to the location on the curb. The driver will then exit the vehicle and place the material inside the container, return to the vehicle and empty the container per the description above.

Backyard Service

Harrison understands that not all residents are able to push carts out to the street for service. For those residents who require special handling, due to physical limitations or disabilities, Harrison will provide on-premises (or backyard) service, free of charge. These customers will be required to provide appropriate documentation explaining their limitations and needs. Other customers have the opportunity to request backyard service for an additional charge.

For those residents requiring this service, it will be noted in the route information supplied to the driver. The driver will approach the house and park the vehicle safely. The driver will attempt to inform the customer of their presence by knocking at the front door. Then the driver will retrieve the container, as advised by the customer, proceed with emptying the contents into the vehicles and place the cart in its original location.

Hard to Serve

Harrison has strategically planned to service hard-to-serve residential accounts using smaller, semi-automated side-loader collection vehicles.



These smaller trucks are better equipped to accommodate private streets, driveways and alleyways that are typical in large, rural settings. The driver needs to exit the vehicle and bring the cart to the tipping mechanism on the right side of the vehicle, where the driver will engage the tipping mechanism

and empty the contents into the hopper. The driver then brings the empty cart back to its original location.

Multi-Family Dwelling (MFD) Collection Methodology

Multi-Family Dwelling (MFD) accounts will be collected, at a minimum, on a weekly basis utilizing a combination of front loaders and side-loader collection vehicles depending on complex constraints and routing efficiencies. Front loaders will be equipped with a bucket on the forks that have a cart tipper on one side that can easily service carts; the bucket attachment can be removed for additional fleet flexibility to service both bins and carts in complexes and developments that utilize a combination of both containers. Space constraints and collection logistics will be instrumental in determining the appropriate collection containers for each MFD complex.

Cart Collection Methodology at MFDs



Cart collection at MFDs will be completed by a side-loader collection as detailed in the previous SFD Cart Collection Methodology and by a front-load collection vehicle with a bucket attachment and cart-tipper on one side. Upon arrival at the service address, the driver will review the account information in the tablet for any comments/notes on the account, such as low wires, access codes, entrance/exit requirements, etc. The driver will exit the vehicle to access the cart and bring it to the front of the cart tipper, which empties the contents into the bucket. The driver then returns the cart to its original location and secures the space, as required.

To minimize customer issues or inconveniences, our drivers are specifically trained and instructed to return emptied collection containers to their normal service location and ensure that cart lids are closed, and normal litter is cleaned up. The driver will record any comments or service issues at the location on the onboard computer. Examples of comments or service issues include, but are not limited to, the observed presence of prohibited materials, overflowing containers, the cart was not out, or the cart was blocked. All this information, as well as a positive service verification, is time-stamped and immediately sent in real-time to our Soft-Pak software system. These notes are then readily available for the CSRs should a customer require further outreach to correct an issue or should a customer call regarding notices placed on their containers about prohibited materials or incomplete services. Prior to leaving the MFD complex or vicinity, the driver will review communications from the CSRs or route supervisors to determine if any special pick-up requests or missed pick-ups had been reported on the route thus far that day. If requested by the customer, we will open and close gates, lock and unlock enclosures and containers, or perform other services as reasonably necessary to access and empty containers at no additional cost.

Bin Collection Methodology at MFDs

Bin collection at MFDs will be completed by an automated front-end loader collection vehicle. Upon arrival at the service address, the driver will review the account information in the on-board computer for any comments/notes on the account, such as low wires, access codes, entrance/exit requirements, etc. The driver or helper will exit the vehicle to access the bin and position it in front of the vehicle. The driver then "stabs" the front of the bin side pockets with the "forks" and the arms lift the bin up and over the cab above the hopper and tips the contents of the bin into the hopper. The driver or helper returns the bin to its



storage location, and relocks any bin or gate, as required. If requested by the customer, we will open and close gates, lock and unlock enclosures and container, or perform other services as reasonably necessary to access and empty containers at no additional cost.

Vehicle Advantages

Our collection vehicles have been chosen specifically for their minimal impacts to service areas, in regard to noise, emissions, and wear and tear on roads. Our fleet and our operational protocols ensure other significant community and environmental advantages. As a commitment to our customer service, we are sensitive to noise pollution where our equipment and operations protocol mitigate this issue. CNG engines are much quieter than diesel engines. Many customers have commented they cannot hear the CNG truck coming down the street. Additionally, the mechanical arms on our vehicles have dampeners which slow the hydraulics before the container is emptied so it does not bang into the truck. This feature reduces noise and wear-and-tear on the equipment. Our routes are scheduled to minimize traffic impacts. They are not allowed for early morning commercial collections to be performed in areas that are adjacent to residential customers.

Driver Responsibilities

Our drivers are fully trained on their collection vehicles, programs that ensure contamination minimization, litter reduction and the overall safe collection of containers. Drivers are responsible for ensuring all collection operations are performed in an efficient and professional manner. Driver training focuses on safety and proficiency in operating equipment as well as providing excellent customer service during any interactions with customers and the community.

Operational Communications

Internal Communications. Drivers, dispatchers, and CSRs regularly communicate throughout the day as a part of providing excellent collection and customer services to our customers. Collection vehicles are equipped with radios that connect drivers to dispatch. Dispatch and CSRs work together to coordinate service issues and provide communication from customers to drivers. When customers call into the CSR Call Center, CSRs can quickly communicate with dispatch, who can then radio drivers to verify collection issues/exceptions, which can be quickly relayed back to the dispatcher, CSR and then the customer. Route supervisors are also involved in communicating with drivers, dispatch, and CSRS as well as customers, as necessary to resolve collection and service issues.

Communicating Service Exceptions & Contamination. Communicating with customers in a clear, concise manner about service expectations and participation in diversion programs is an important aspect of providing excellent customer service. We utilize a variety of tools to address key collection exceptions (like improper set-out, contamination, extras, illegal dumping, etc.) and communicate with customers about diversion programs and participation expectations.

Cart Tags. We recognize customers may occasionally make mistakes on materials placed in their recycling and organics carts. We know no one is perfect but we strive to educate customers on how to properly participate in cleaner waste and diversion streams. On these occasions, drivers attach our standard tags for communicating a friendly reminder of what materials do not belong. This tag is attached to the handle of the cart and most of the time, resolves the issue for future collections. These tags are available for contamination found in either the recyclables or organics containers.

“Trash Flash” Newsletters. We devote significant resources and time to ensure our customers properly prepare materials for collection. We recognize the importance of proactively reducing common contaminants before they become a major problem.

Our **“Trash Flash”** campaign is based on this premise. At Harrison, diversion goals are important. However, ensuring customers know the proper way to recycle and compost is equally, if not more important. We need to bring it back to the basics so our industry and diversion programs in Ventura County succeed long-term. The quarterly newsletter conveys this valuable information to our customers.



Scan the QR Code to see the full edition
of Harrison's Trash Flash Winter 2022!

Contamination Monitoring. To minimize instances of contamination, we have vowed to adopt a new standard recycling and organics quality assurance protocol. With the technology improvements to our OBC tablets and installation of 3rd Eye cameras on each collection vehicle, containers are monitored, and the driver can quickly input service exception and communication data in real-time to Soft-Pak (which is available for CSRs to verify and communicate with customers within minutes of emptying the container).

The 3rd Eye cameras review every service from the hopper camera and arm facing camera for overloaded containers and contamination based on a set of established rules. We are then informed of any infractions through the Soft-Pak portal. They are also using machine learning in the development of an artificial intelligence platform to assist in the identification of these scenarios.

With this new monitoring protocol on every collection vehicle, drivers will work closely with our operational and outreach staff to identify the customers that are continuing to improperly participate in the recycling and organics diversion programs. Once a customer has been identified, the driver is prompted to visually check the container before dumping on the next service day. If the contamination persists, our outreach team will follow up with the customer to identify the barriers to recycling correctly and creates a plan to remedy the issue.

Route Audits

Route audits will be an important compliance step within the requirements of SB 1383, where the resulting reports will provide vital information about the success of the diversion programs. Harrison will ensure full compliance with the reporting requirements of SB 1383 as well as ensure customer billings are accurate, by performing desk reviews of customer accounts, route reviews to check containers, waste audits for MFD customers, and waste characterization studies at each of the facilities to measure contamination of streams and materials that are disposed.

Desk Review

Annually, the Sustainability/Compliance Coordinators will review SFD and MFD account information to evaluate if all customers are subscribed to the appropriate recycling and organics service. Additionally, billing services will be verified during this review to ensure accuracy. Reports will be printed from Soft-Pak that list customers, by name, service address, and service levels. This service level information will be reviewed to ensure all customers are subscribing to recycling and organic services. Additionally, customers who appear to have inadequate service can be flagged for follow-up via on-site visits and waste audits. Customer billing will also be checked during this time to ensure customers are being billed the appropriate amount per their service level. The results of this desk review will be provided to the County per the reporting schedule.



Route Reviews

Route reviews will be conducted in accordance with the requirements of SB 1383. The regulations require annual audits at a rate of:

- ✔ For routes with less than 1,500 generators, the study shall include a minimum of 25 samples.
- ✔ For routes with 1,500-3,999 generators, the study shall include a minimum of 30 samples.
- ✔ For routes with 4,000- 6,999 generators, the study shall include a minimum of 35 samples.
- ✔ For routes with more than 7,000 generators, the study shall include a minimum of 40 samples.

Route reviews will be conducted using random samples for each route. In the event contamination is identified, or recoverable materials are placed in garbage container, the containers will be tagged notifying the customers of the presence of the misplaced materials. These notes will be entered into Soft-Pak, where the customers will be notified of the cart-tag. Customers will be provided with updated outreach and educational information as appropriate to assist the customer in placing materials in the correct container.



Waste Audits

Harrison will provide a minimum of 20 waste audits per month to SFD and MFD customers and will ensure, at minimum, all compliance requirements are met.

Waste Characterizations

Harrison will provide waste characterizations for all material streams to ensure materials are being effectively diverted as a result of the collection programs. These characterizations will be used to inform the County and Harrison on the effectiveness of the programs, in addition to specific participation rates by route. All waste characterizations will meet the requirements of SB 1383. Please see [Section 4.4.6](#) for more information on Route Audits, Desk Reviews and Waste Characterizations.

Additional Routing Details

Managing Route Progress. Consistency equals customer satisfaction. Using Map-Pak technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. Mobile-Pak displays how closely the driver followed the route, where there were service delays, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route at least 90% as designed.



We know not every day goes smoothly. Traffic can slow a driver on their route. A driver gets sick, and the route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other driver tablets. This puts the customer first, allowing us to quickly react to all situations. It is all about getting the job done as expected every day. While sitting at their desk, our operations team can see where our trucks are located, the stops already completed and the day's work left to be collected. The software gives the operations team the tools needed to re-route the work to the nearest truck.

Service Routes. Harrison will provide the County with maps and digital mapping data precisely defining collection routes along with the days and the times of scheduled collections.

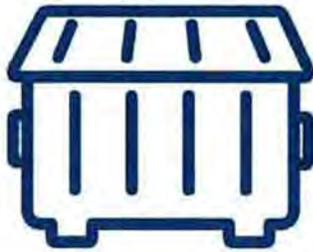
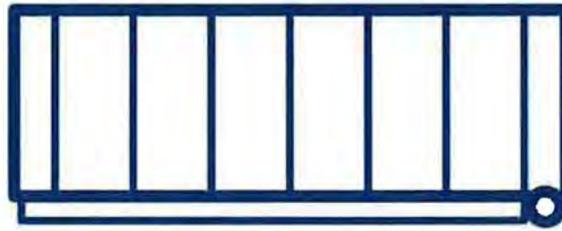
Maximize Fleet Productivity

Meet Mobile-Pak™ In-Cab Computing For Waste Haulers



Real time Information & Communication



**COMMERCIAL****ROLL-OFF****RESIDENTIAL**

Initial Route Changes. We will not make significant changes to initial routes (from January 1, 2024, to January 1, 2025), except for limited changes that may be necessary for new development, without review and approval by the County. After January 1, 2025, if any re-routing is necessary for collection efficiency, we will submit to County, in writing, proposed route changes (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. We understand that any such initial routing change may not affect more than ten percent (10%) of SFD customers and is subject to County review and approval.

Future Service Route Changes. Any proposed route change (including maps thereof) will be provided to the County in writing not less than sixty (60) calendar days prior to the proposed date of implementation. Route changes will not be implemented without the prior review by the County and any collection day changes will be provided to customers in writing of route changes not less than thirty (30) days before the proposed date of implementation.



Collection Route Audits. Harrison will cooperate with County for collection route audits including County staff to ride along in the collection vehicles to conduct the audits.

Route Map Update. We will revise the route maps to show new service units added due to annexation and revised maps will be provided to the County, as requested.

Waste Hauler Routing Solutions

Maximize your garbage truck or roll-off fleet.



Consistency equals customer satisfaction.



4.2.4 Facilities

We provide local infrastructure solutions through the use of our facilities in Ventura County, which is an economic and environmental benefit to the County and its residents.

This approach preserves local jobs and keeps dollars in the community. Harrison will reduce vehicle emissions and traffic impacts by utilizing these facilities for all materials – with all the destination facilities in County. All Ventura County facilities improve the efficiency of Harrison’s operations, as well as the quality of local life and health. Additionally, the creation of compost and soil amendments will be used to promote soil health, reduce water consumption, and sequester carbon dioxide, promoting more sustainable agriculture and landscaping practices locally and throughout the State.



Harrison is focused on the unique needs of the County that we call home. We have prepared our operations in Ventura County for the future by developing and expanding our local facilities to manage the entire waste stream while providing economic and environmental benefits to the region.

In addition, with our partner Agromin, we have committed to formal partnerships with our communities in a “Community Benefits Agreement” (CBA). Both the Limoneira Compost Facility and Mountain View Organic Processing Facility are developing CBAs to ensure that the facilities have a positive impact on their neighboring communities. This is a non-mandated program that is a direct example of how our programs are committed to the highest standards of sustainability. Please see [Section 4.4.1](#) for more information on how CBA’s are benefiting Ventura County.

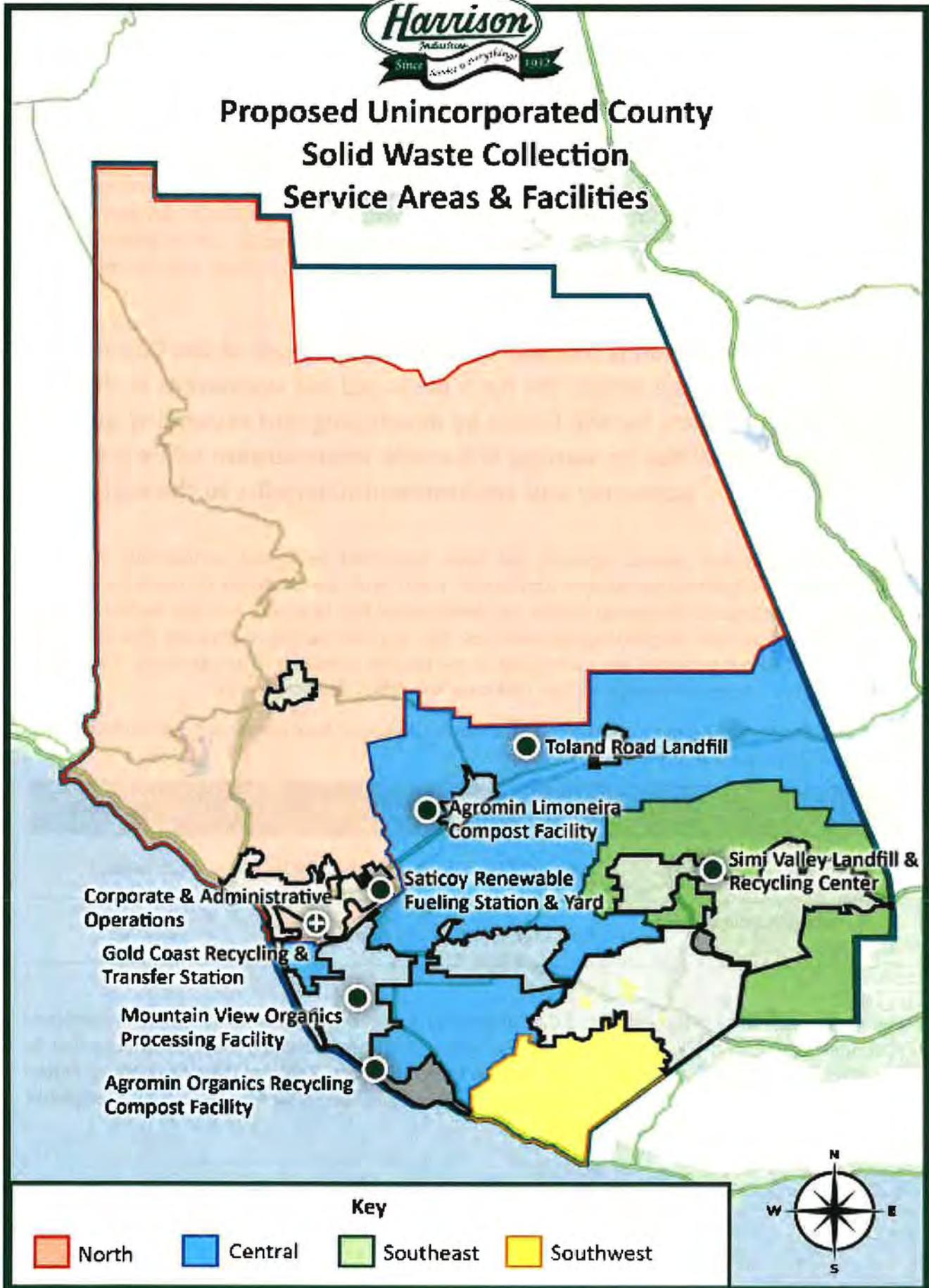
Harrison’s Corporate/ Administrative offices and Hauling/ Maintenance operations used to service the County of Ventura are listed below:

Facility	Location	Distance to County Center
Saticoy Renewable Fueling Station and Yard	1589 Lirio Avenue, Ventura, CA 93004	25 miles
Corporate & Administrative Operations	5275 Colt Street, Ventura, CA 93003	30 miles

Our Corporate Office is located in the City of Ventura and is designed to handle all administrative, customer service, and billing functions for Harrison and affiliate company Gold Coast Recycling & Transfer. Our Customer Service Call Center is open from 7:00 a.m. to 6:00 p.m., Monday through Friday and Saturdays 8:00 a.m. to 12:00 p.m. during collection service hours. Our friendly and knowledgeable CSRs will answer calls within five (5) rings.



Proposed Unincorporated County Solid Waste Collection Service Areas & Facilities



Harrison is offering a myriad of permitted processing facilities that have secured adequate capacity for the County’s recyclable material and organic waste for the term of the Franchise Agreement. To offer flexibility, redundancy, and contingency, Harrison has included additional, alternative facilities that are planned or in process of obtaining necessary operating permits within Ventura County that will provide local economic and environmental benefits for years to come.

Harrison’s Permitted Processing Facilities

Commodity	Facility	Facility Owner	Location	Distance to County Center
Recyclables	Gold Coast Recycling & Transfer Station	E.J. Harrison & Sons, Inc.	5275 Colt Street Ventura, CA 93003	30 miles
Organics	Agromin Limoneira Compost Facility	Agromin	1141 Cummings Road Santa Paula, CA 93060	23 miles
	Mountain View Organics Processing Facility	Agromin	1641 Mountain View Avenue Oxnard, CA 93030	32 miles
	Agromin Organics Recycling Compost Facility	Agromin	6859 Arnold Rd, Oxnard, CA 93033	35 miles
Solid Waste & Residue	Simi Valley Landfill & Recycling Center	Waste Management	2801 Madera Road Simi Valley, CA 93065	25 miles
	Toland Road Landfill	Ventura Regional Sanitation District	3500 Toland Road Santa Paula, CA 93060	16 miles



Gold Coast Recycling & Transfer Station is the recycling heartbeat of Ventura County and will handle all of the County’s recyclables.



Permitted Organics Processing Facilities: Co-collected residential organics will be handled several ways depending on the service area and permitting at our existing processing facilities.



Beginning in 2025, the Agromin Limoneira Compost Facility, with the adopted FEIR, will obtain an amendment to the SWFP to include residential co-collected organics that will use organic waste to produce renewable energy, compost, organic fertilizers, and animal feed providing the greatest benefit to Ventura County throughout the entire term of the Franchise Agreement.

North & Central Service Areas



Co-collected residential organics will be directly hauled to **Agromin Limoneira Compost Facility*** with the option to send food waste to the **Mountain View Organics Processing Facility** for additional processing into a variety of uses like renewable energy, compost, organic fertilizers, and animal feed.

**prior to the 2025 adoption of Agromin Limoneira's SWFP amendment for residential co-collected organics, this material will be sent to Gold Coast Recycling & Transfer Station where the bagged food waste will be pulled out and sent to the Mountain View Organics Processing Facility. The clean green waste will be sent to any Agromin Compost Facility in Ventura County.*

Southeast & Southwest Service Areas

Co-collected residential organics will be sent to the **Simi Valley Landfill and Recycling Center** where bagged food waste will be pulled out and sent to the **Mountain View Organics Processing Facility**. The clean green waste will be sent to **any Agromin Compost Facility** in Ventura County.



Disposal options include **the Toland Road Landfill** and the **Simi Valley Landfill and Recycling Center**.

The **Ventura County Facility Map** that follows provides an overview of the various facility options we are proposing to provide that will keep all transfer, recycling, and processing operations in Ventura County.

Harrison's Ventura County Facilities



**Gold Coast
Recycling
& Transfer
Station**



**Agromin
Headquarters**



**Mt. View
Organic
Processing
Facility**



**Agromin
Organics
Recycling
Compost
Facility**



**Saticoy
Renewable
Fueling
Station**



**Toland Road
Landfill**



Toland Road Landfill



**Simi Valley Landfill
& Recycling Center**



**Agromin Limoneira
Commercial Compost Facility**



**Saticoy CNG Fueling
Station & Maintenance Yard**



**Harrison Headquarters/
Gold Coast Recycling &
Transfer Station**



**Agromin
Headquarters**



**Mt. View Organic
Processing Facility**



Gold Coast Recycling & Transfer Station

Gold Coast Recycling (GCR) was founded in 1989 with the express purpose of advancing recycling practices and working with jurisdictions to meet State recycling mandates. A landmark facility, GCR was the first of its kind permitted under California Assembly Bill 939 of 1989, and one of only four permitted in the State that first year. AB 939, also known as the California Integrated Waste Management Act, required each jurisdiction in the State to divert at least half of its waste from landfills, through waste reduction, recycling or other means.

Since 2022, GCR has assisted jurisdictions throughout Ventura and Santa Barbara County to achieve diversion rates of 72% for Ventura County, 67% for Camarillo, 63% for Fillmore, and 72% for the unincorporated County.



Facility Information

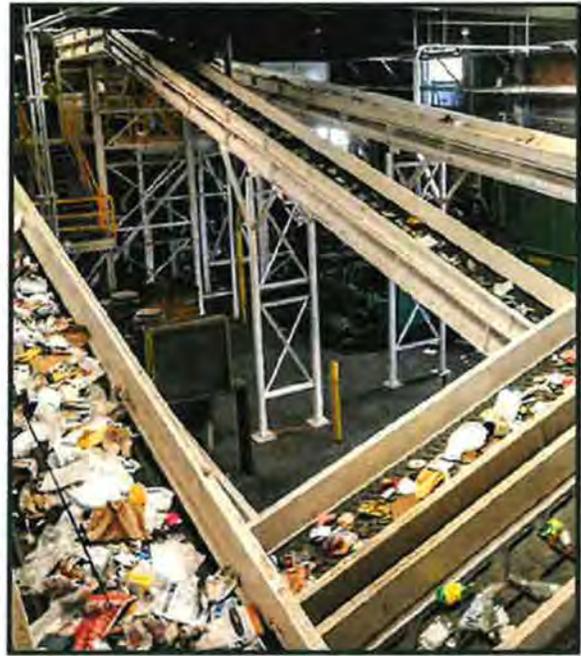
CalRecycle Permit Type & Number	Transfer/ Processing Facility SWFP No. 56-AA-0123
Permitted Tonnage	1,600 TPD 496,000 TPY
Accepted Materials	MSW, C&D, Recyclables, Organics (with compostable bags)
Per Ton Gate as of July 1, 2022	MSW: \$61.15/Ton C&D: \$61.15/Ton Green Waste: \$61.15/Ton

Gold Coast Recycling supports Santa Barbara County and the surrounding communities by providing disposal, sorting, recycling, transfer, and diversion of materials. This includes C&D, co-collected organics, and hard to handle items such as e-waste, batteries, paint, used oil, and mattresses. Additionally, GCR is proud to provide excellent customer service and support. Gold Coast Recycling and E.J. Harrison & Sons are owned and operated by the same individuals that share a unique working relationship that provides jurisdictions with collection and processing efficiencies. Gold Coast has expanded capacity to service more customers

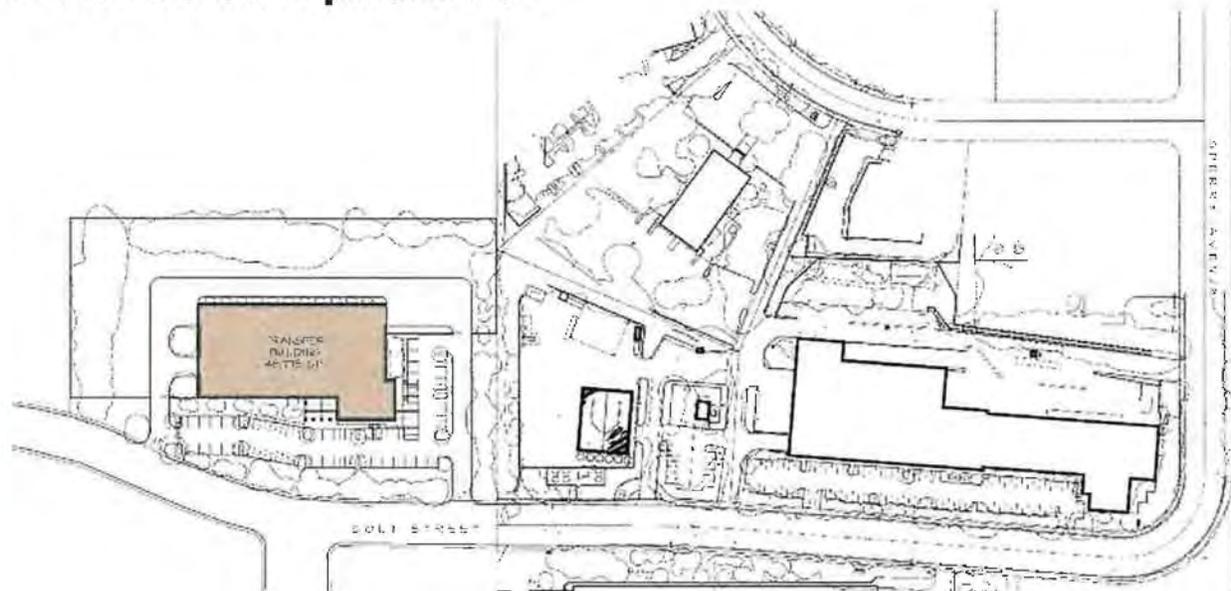
State-Of-The-Art Material Recovery Facility

Facility Operations Areas

The primary feature of the Gold Coast MRF, pictured here, is retrofits completed in 2019 and 2020 that has a peak design of 28 Tons Per Hour (TPH). Not only did the upgrades reduce labor expenses, it also brought the MRF in line with the new contamination standards in the secondary marketplace. The upgrade included adding 29 conveyors, length modifications to 10 existing conveyors, relocating 3 other conveyors while leaving 17 in place. A new OCC walking floor and bunker with hydraulic doors and power unit was installed. Automated sorting equipment was installed and included 3 MSS Optical Sorting units, 2 FiberMax units, and 1 PlasticMax unit along with an air compressor system and associated plumbing. Now the MRF can separate material more efficiently and provide desirable recovered materials. When markets change we quickly adjust to find new markets.



Gold Coast Recycling & Transfer Station, Inc. 6 Acre Potential Expansion Plan



MASTER SITE PLAN
SCALE: 1/8"=1'-0"

GOLD COAST RECYCLING EXPANSION
VENTURA, CALIFORNIA

REVISION: 6/2020

RASMUSSEN & ASSOCIATES

Architectural
Planning
Interior

A1



TPR Amendment

Gold Coast Recycling has obtained a Transfer/Processing Report (T/PR) Amendment to include co-collected organics to be handled onsite prior to transferring off-site for processing and composting.

GOLD COAST RECYCLING EXPANSION
VENTURA, CALIFORNIA

RASMUSSEN & ASSOCIATES
Architecture • Planning • Interiors

Owner/Operator: Harrison
Phone: (805) 642-9236

5275 Colt St., Ventura CA 93003
www.goldcoastrecycling.com





Agromin Limoneira Commercial Compost Facility

Limoneira, with 900 acres in production, is one of the largest avocado growers in the United States. With over a half century of growing avocados, the Company has developed considerable expertise producing, harvesting, marketing, and selling this increasingly popular product. To better compete globally, Limoneira has taken the important step of mulching to enable the trees to better acclimate to non-tropical climates in California. These sustainable practices enable Limoneira to tread lightly on the land to be a part of the sustainable agricultural practices that were pioneered in Ventura County.



Facility Information	
CalRecycle Permit Type & Number	Compost Facility SWFP: TBD
Permitted Tonnage	950 TPD 295,000 TPY
Accepted Materials	Food Waste, Mixed Waste, & Organic Waste
Per Ton Gate Rate, as of July 1, 2022	Food Waste : \$72.00/Ton Commingled Green Waste: \$68.50/Ton Green Waste: \$60.04/Ton

Agromin has been operating the composting facility at Limoneira since 2004 and the facility has been permitted under an Enforcement Agency Notification Tier as a green waste composting facility permitted to accept up to 200 TPD to produce organic compost. Agromin and Harrison have a longstanding partnership and share common ownership.

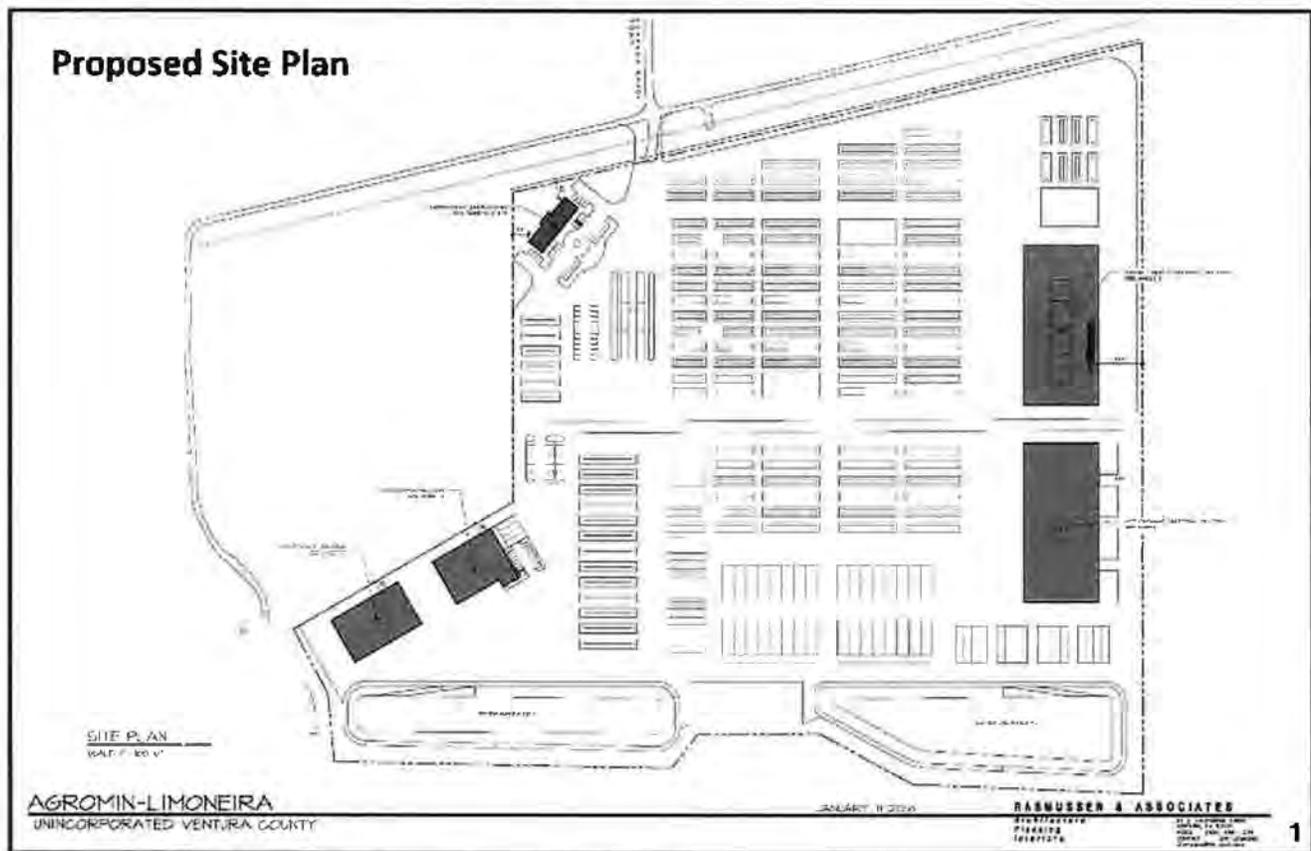
Bagged food waste arriving from the Gold Coast Recycling and Transfer Station is taken to the Mt. View Organic Waste Processing Facility for further processing where moisture and trash is removed from the organics, and then is delivered to the Agromin Limoneira Commercial Compost Facility. Limoneira can accept 75,000 TPY of organics for processing utilizing a positive pressure, Covered Aerated Static Pile (CASP) system that aerobically

Agromin Limoneira Composting Facility

decomposes green and food organic materials into usable compost. The CASP system is a multi-layer laminate cover that can achieve up to 97% reduction in odor concentrations. Limoneira can accept 40,000 TPY of green waste and food waste for processing utilizing an Anaerobic Digestion (AD) system that will produce high-quality compost as well as methane rich biogas. The biomethane generated is used to fuel an internal combustion combined heat and power engine that generates electrical power used to serve the parasitic loads of the system and supporting facility operations. A portion of the biomethane may also be used to produce Renewable Natural Gas (RNG) that can be

used within the Harrison fleet.

Agromin will continue to produce high quality compost that is certified organic by both the Organic Material Review Institute and the California Department of Food and Agriculture. Agromin serves more than 25,000 customers in the four industry categories of Agriculture, Landscape, Retail, and Homeowners. In 2018, Agromin marketed over 200,000 tons of product in California, a 20% year-over-year increase. Agromin's marketing emphasizes its position in the State as a trusted source for organic premium soil products that support sustainability.



Owner/Operator: Agromin
Phone: (805) 525 - 5541

1141 Cummings Rd, Santa Paula, CA 93060
www.limoneira.com





Mountain View Organic Processing Facility

The Mountain View Organic Waste Processing Facility intends to receive up to 300 TPD of food waste, organic waste, and mixed materials from commercial solid waste collection routes that can be processed into approximately 210 TPD of slurry for off-site AD operations, or may eventually be processed into compost or on-site animal food product and fertilizer.

Even with source-separation of commercial food material and organic wastes, the reject rate from the inbound material to slurry production averages about 30% with some loads and up to 50%, thus the waste type is called "mixed material".



Facility Information	
CalRecycle Permit Type & Number	Transfer/ Processing Facility SWFP No. 56-AA-0179
Permitted Tonnage	300 TPD 108,000 TPY
Accepted Materials	Food Waste Mixed Material Organic Waste
Per Ton Gate as of July 1, 2022	Food Waste: \$105.00/Ton

This remaining residual, anticipated to average 90 TPD, will be transferred off-site to a permitted landfill, or could eventually be hauled to an off-site processing operation to recover compostable paper, remaining organic wastes, and plastics by a Rotary Drum Reactor.

The Facility activities will take place indoors, inside Warehouse #2. Referring to the Facility graphics on the next page, the commercial vehicles will deliver the materials to the Facility and back up the unloading ramp and unload the material directly into one of the receiving pods to initiate the processing in this closed-loop system.

There is no bunker storage or material being unloaded on the ground. Vehicles depositing materials will have been pre-arranged after daily



coordinating between Agromin and Harrison's fleet. The trucks will have prior knowledge of which material types are accepted at the Facility and the protocol for delivering them to the hopper. Load-checking occurs at the point of generation with continual education and training, as shown in the graphic that follows.

Additionally, product destruction activities may include the delivery of packaged and containerized food products in sealed containers (generally palletized products, which have expired or are otherwise unfit for sale or consumption) that may be staged between collection vehicle unloading. The pallets will be handled using an articulated forklift and tipped directly into the intake hopper.

YES
Si

Food Waste
Comida desechable

Food Soiled Paper
Papel manchado de comida

What goes in Your Brown Bin?
¿Qué va en su contenedor marrón?

Food can be Loose or Within a Bag.
La comida puede estar suelta o dentro de una bolsa.

Questions?
¿preguntas?
(805) 647-1414

NO No

No Twist Ties Rubber Produce Stickers, or Rubber Bands
No gomas elasticas, bandas para atar bolsals de plastico o etiquetas

No Glass or Metal
No vidrio o metal

No Styrofoam
No styrooam

No Pet Waste
No caca de perro

No Diapers
No Panales

No Plastic
No plastico

Owner/Operator: Agromin 1641 Mountain View Ave., Oxnard, CA 93030
 Phone: (805) 485 - 9200 www.agromin.com





Agromin Organics Recycling Compost Facility

This composting facility has been in operation since 2005 and was home to several research projects managed by Agromin to further our operational understanding of how compost should be best managed. Now the facility continues to compost organics to produce high quality soil amendments and products.

The compost feedstocks are delivered to the site by collection vehicles and agricultural self-haul vehicles. Compostable materials deliveries are directed to the receiving area following weight recording. The compost facility personnel will conduct a load check upon deposition to ensure there are no prohibited substances included in composting feedstock. Using a front-end loader, feedstocks are then loaded into a grinder for size reduction and mixing. Materials are processed in a portable grinder in the processing area and deposited directly into composting piles.



The temperature and moisture of the piled materials is monitored and controlled. Piles are maintained to meet the time and temperature requirements as discussed below for an anticipated period of 60 days. Water is added as necessary to the piles to maintain the appropriate composting moisture.

The composting facility personnel training programs include instruction in methods to observe incoming loads and to check for the receipt of unacceptable materials. The key employees include the scale personnel, composting facility load check personnel, equipment operators, and the site manager.

Facility Information

CalRecycle Permit Type & Number	Green Waste Notification Tier Composting Facility No. CCR 17857.1 SWFP No. 56-AA-0138
Permitted Tonnage	12,500 CYPD 100,000 CYPY
Accepted Materials	Green Waste, Paper Waste, Grape Pomace, Ag. Plant Waste

Owner/Operator: Agromin
Phone: (805) 650-1616

6859 Arnold Road, Oxnard, CA 93033
www.Agromin.com



Simi Valley Landfill & Recycling Center

Simi Valley Landfill and Recycling Center (SVLRC) is located northwest of the City of Simi Valley and is a fully permitted non-hazardous municipal solid waste landfill and recycling facility. The SVLRC, on average, recycles approximately 25% of all tonnage accepted. For over 30 years, the SVLRC has been serving the needs of residents in Ventura County and the west San Fernando Valley.

The SVLRC currently processes and transfers pre-consumer food waste within the area of the facility known as the Recycling Area, and is included as part of the 12,000 TPD of permitted capacity and accepts an average of 100 TPD of food waste.



Facility Information	
CalRecycle Permit Type & Number	Disposal Facility SWFP No. 56-AA-0007
Permitted Tonnage	12,000 TPD 64,750 TPW 3,367,000 TPY
Accepted Materials	MSW, Food Waste, Green Waste
Out of County Per Ton Gate Rate as of Jan. 1, 2023	MSW: \$83.40/Ton Green Waste: \$83.40/Ton

The Recycling Area is located on the western portion of the site and has been operated by Agromin since 2014. Pre-consumer food waste is delivered to the SVLRC site where it will be deposited on a concrete pad located within the Organic Recycling Area. The material is then mixed with green waste that has been processed through a tub grinder, temporarily stored and transported offsite to a permitted compost facility in Kern County.

A Joint Technical Document (JTD) Amendment is being prepared to add post-consumer food waste delivered by Harrison collection vehicles and increase the average daily tonnage.

Simi Valley Landfill and Recycling Center

The food waste processing area will be equipped with a concrete pad approximately 100 by 75 feet in size, complete with a push wall for easy loading of the material. The concrete pad will be designed to withstand heavy equipment use and with features which will allow control of process liquids and stormwater. Once food waste has been placed on the pad, operators will then cover the food loads with processed green waste. Mixing green waste with food material helps to soak up

any free liquids that may be in the load. In addition, this mix also helps to keep odors to a minimum which in turn keeps pests from detecting the food material. This food waste/green waste mixture will temporarily remain on the cement tipping pad until it is ready to be transported offsite to the Agromin Limoneira Compost Facility. These materials will remain on the tipping pad no more than 8 hours on a normal operational day.



Owner: Waste Management
Phone: (805) 579 - 7267

2801 Madera Rd, Simi Valley, CA 93065
www.goldcoastreycling.com

Recovery Rates & Net Residue

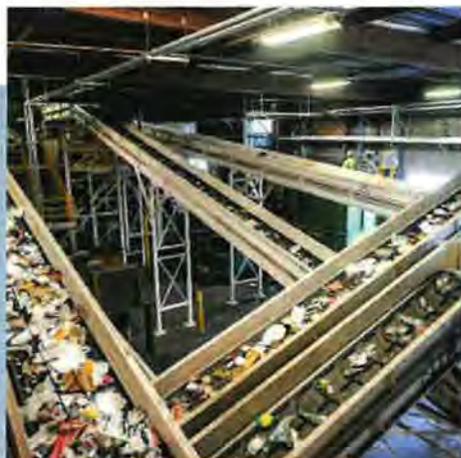
Commodity	Facility	Recovery Rate	Permitted Capacity Tons Per Day
Recyclables 	Gold Coast Recycling & Transfer Station	84% recovery rate of residential recyclable stream	1,600 TPD
	North & Central Service Areas: Agromin Limoneira Commercial Composting Facility (beginning 2025) ²		Agromin Limoneira Commercial Composting Facility: 95%
Organics 	<ul style="list-style-type: none"> Green Waste composted onsite Food Waste to Mountain View Organic Processing Facility with various processing options (AD, fertilizer, animal feed, slurry, etc.) 	Mountain View Organic Processing Facility: 60-70%	300 TPD
		Oxnard Compost and Research Facility: 95%	Up to 12,500 cubic yards at any one time.



Gold Coast Recycling & Transfer Station has had a low historical residual rate for the recyclables processing operations of under 10% until the commodity markets were disrupted by China’s National Sword over the last few 5 years, which has now increased to 20% residual. Since then, the marketing of recyclable material has been more challenging due to contamination rate restrictions levied by China. Harrison answered the call by re-designing the MRF with new automated equipment to decrease contamination and divert cleaner materials to both foreign and domestic markets.

The Gold Coast MRF was retrofitted in 2019 and 2020 to be a state-of-the-art facility with a peak design of 28 tons per hour. Not only did the upgrades reduce labor expenses, it also brought the facility in-line with the new standards in the foreign marketplace. The MRF upgrade included adding 29 conveyors, lengthening modifications to 10 existing conveyors, and relocating 3 other conveyors while leaving 17 in-place, installing a new OCC walking floor, bunker with hydraulic doors, and power unit. Automated sorting equipment was installed and included 3 MSS Optical Sorting units, 2 FiberMax units, a PlasticMax unit, and an air compressor unit with associated plumbing. Now that the MRF upgrades are complete and all testing and commissioning is complete, the recovery rate for single-family recyclable material streams has been averaging 84%, with residue rates of 16%.

² During 2024, organics will be hauled to Gold Coast Recycling & Transfer Station for pre-processing and transfer while Limoneira is amending the SWFP to include residential food scraps pre-processing.



Gold Coast has permitted operational capacity for Ventura County tonnages; however, to ensure long-term capacity for future growth and to comply with both AB 341 and SB 1383, we thrive to expand our regional status as the recycling leader by amending our Conditional Use Permit and revise the SWFP to increase the tonnage from the current 1,600 TPD to 2,000 TPD which will be completed by the end of 2023. The ability to process Ventura County's materials will not depend on this increase but is being sought for other potential new agreements in the future. Gold Coast is planning to purchase the adjacent six acres to the west and will construct a new 48,775 square foot Transfer Building over the next few years to free up space in the Material Recovery Facility. This will require new CEQA documents, CUP modification and revised Solid Waste Facility Permit.



Clean green waste recovered from the co-collected organics will be composted and generally includes a 5% residual rate for residential programs, resulting in 95% recovery at the Agromin's multiple Composting Facilities in Ventura County.

Food waste recovered from the residential co-collected organics stream can be processed utilizing various methods and will vary depending on which facility and processing option is selected. Mountain View Organic Processing Facility is currently recovering 60-70% of all organics for use as renewable energy, compost, organic fertilizers, and animal feed. Even with the best source-separation of food material and organic wastes outreach and education program, the residual rate will average about 30%, where in the future Agromin may be able to recycle the fiber and plastics through the Rotary Drum Reactor.

Additional recovery opportunities are currently being researched and developed by Agromin at the Agromin Oxnard Organic Recovery Facility to recover compostable paper, remaining organic wastes, and plastics, utilizing technology like a Rotary Drum Reactor. Although this is in the early phases of research and development, further recycling and diversion of fiber and plastic may occur should a Rotary Drum Reactor be permitted and will further increase the diversion rate at that time.



Operating Limitations



The Gold Coast Recycling & Transfer Station permitted operating hours are from 5:00 a.m. to 7:00 p.m. Monday through Friday and from 5:00 a.m. to 5:00 p.m. on Saturdays. Commingled recyclable materials are accepted at the facility and as to not confuse our customers when searching for new international and domestic markets, we decided not to remove the 1-7 container plastics from the acceptable materials list in hopes that markets will be developed. Therefore, we do not want to ban single use containers now, especially with emerging plastic waste conversion projects coming online in the coming decade. This will increase the residual rate from historical levels but will not impose operating limitations on our customers.

Berg Mill Supply Company (provides additional information on their website at <https://bergmill.com>) supports our current listing of allowable recycling at Gold Coast Recycling and brokers most of the recovered products and does not see anything on the horizon that we need to ban in anticipation.



Agromin Limoneira's existing Solid Waste Facility Permit (SWFP) is in the final stages of being amended to include co-collected residential organics processing activities. Once approved the facility will be able to receive materials from 7:00am to 5:00pm, daily with increased material receipt hours during peak seasons. As mentioned previously, the bagged residential food waste will be removed from the green waste and transferred to the Mountain View Organic Waste Processing Facility for additional processing. Mountain View Organic Waste Processing Facility can receive materials 24-hours per day, seven days per week. Green waste will be either composted onsite or transferred to another Agromin Composting Facility, depending on daily capacity, and permitting limitations. Oxnard Composting and Research Facility can accept materials from dawn until dusk, Monday through Saturday. We have the flexibility within our partnerships and affiliate companies to ensure that materials are never landfilled and processed to their fullest capacity. Each day, we coordinate the effective material management across all our Ventura County facilities and ensure the County that materials will be kept in the County, regardless of capacity or permitting limitations. We've designed our processing infrastructure in so that these issues are quickly remedied, and jobs remain local.

Agromin proposes to develop a compost facility that will only accept feedstocks that can produce a high-quality compost that can be certified organic by both the Organic Material Review Institute



Gold Coast was able to achieve an average recyclable commodity sale of \$181/ton in 2022 and \$189/ton in 2021. This, along with our commodity **diversion rate of 84%** demonstrates our commitment to the highest standards of recycling commodities and the investment of our infrastructure.

(OMRI) and the California Department of Food and Agriculture (CDFA). The operating limitation is that some types of packaging and service wear will not be allowed at this facility in order to maintain the certified organic status.

Recovered Materials Marketing



Gold Coast Recycling has maintained a 25+ year relationship with Berg Mill Supply Company, a global marketing company in the recycling industry and will continue that relationship for its residential recyclables volume. Berg Mill's two-fold approach has been to enter into contractual relationships with major paper mill companies for a large block of material while using the non-contracted volume to explore new opportunities and avenues. In this age of relatively fast and significant changes, Berg Mill does not rest on current relationships, as the factors are beyond anyone's control or prediction. In addition to working with domestic mills, Berg Mill has or is working with companies in the far East, the Middle East, the Indian subcontinent, South America, and Africa. The fruit of all the global conversations is either a new order being taken or new market intelligence that can be relayed to Gold Coast so that the operation can be re-tuned for better market acceptance of its products.

Gold Coast recently completed a multimillion-dollar MRF upgrade that was undertaken with input from Berg Mill and is now capable of producing material to meet the most stringent quality specifications. In marketing the material, we are producing material to please both the consuming mills and the customs officials for the countries where the foreign mills are located. Perspective changes in how other countries view our recyclable commodities has resulted in new recycling mills and diversion technologies domestically. Berg Mill is working with several of these emerging entities to provide new market possibilities for Gold Coast and the communities we serve.

Composting Materials Marketing



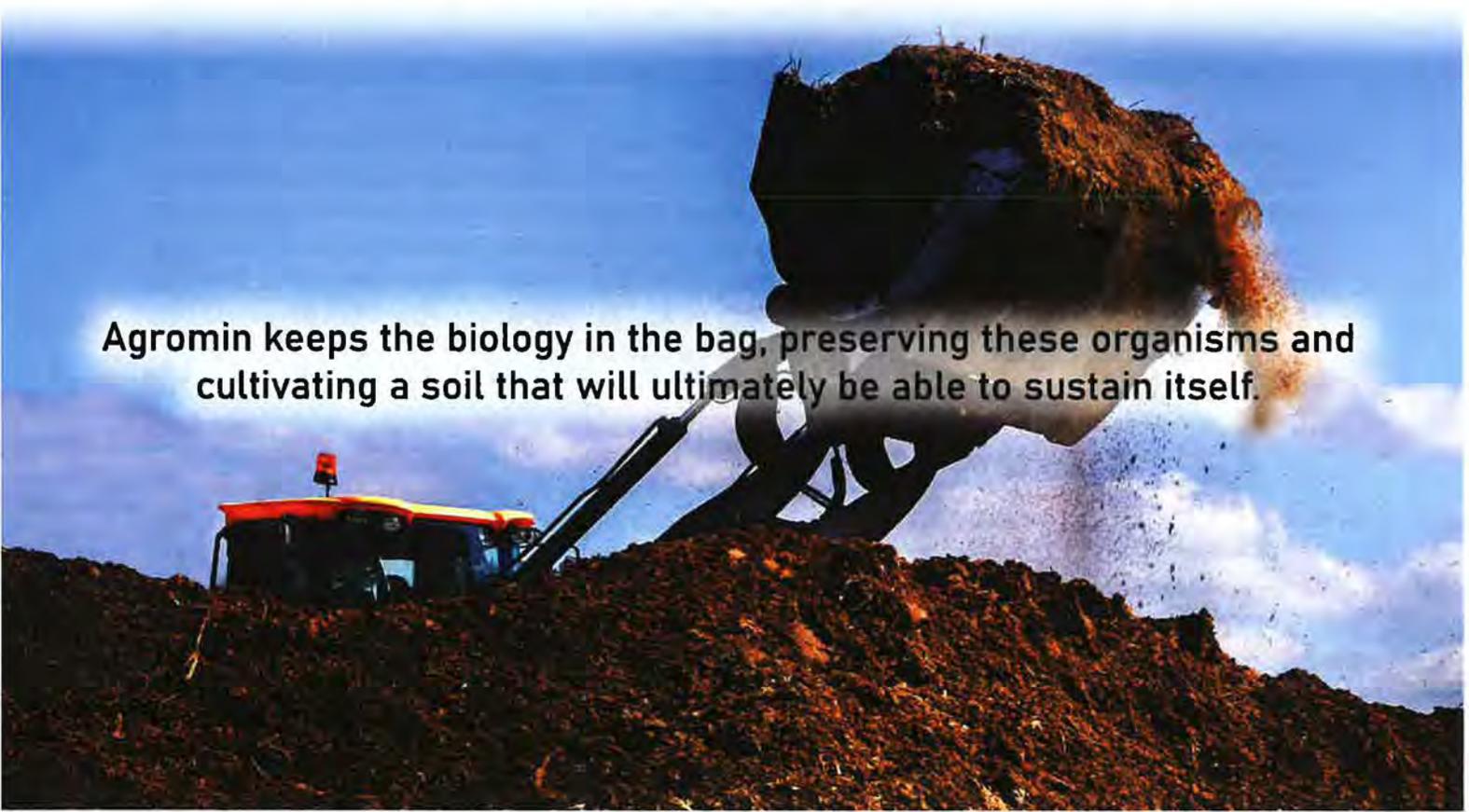
Agromin serves more than 25,000 customers in the four industry categories of agriculture, landscape, retail, and homeowners. By having such diversified clientele, we stand apart from other composters for our expansive material outlet opportunities. Our varied markets show that we are a trusted source for organic premium soil products that support sustainability. As evidenced from our multiple certifications and standards our clients know they can trust our products.

Harrison, with Agromin, has committed to meeting the County's procurement requirements as detailed in [Section 4.4.8](#).

Current and planned end-product marketing tools to be employed include:

- ✔ Advanced, user-friendly company website (agromin.com)
- ✔ Public relations, including press releases, blog posts, editorial content, participation in trade associations, community partnerships, speaking opportunities and social media
- ✔ Loyalty programs to encourage additional sales from repeat customers.
- ✔ Presence at relevant industry trade shows and home and garden shows
- ✔ PowerPoint presentation on the key benefits of Agromin products (tailored for each market served)
- ✔ Promotional handouts on the benefits of organic soil products, standard Agromin pricing, recommended replenishment schedule products, LEED tips for landscapers, gardening tips and beyond
- ✔ Agromin-branded yard signs for properties utilizing its products
- ✔ Bimonthly e-newsletter geared toward gardeners
- ✔ Quarterly e-newsletter geared toward the agriculture industry
- ✔ Email campaigns highlighting special offers
- ✔ Digital advertising

While it may not look like much to the untrained eye, soil contains billions of living organisms that are essential to the health of plants. These naturally occurring organisms convert minerals and organic material into nutrients. When the soil is balanced, it will continue to produce healthy plants, season after season. Unfortunately, most commercial soil products are made using high-temperature processes and chemicals, which kill these delicate organisms and render the soil sterile.



Agromin keeps the biology in the bag, preserving these organisms and cultivating a soil that will ultimately be able to sustain itself.

Our Agromin Partners

Agromin transforms over 1.2 million tons of organic waste each year into more than 300 eco-friendly products for area farmers, landscapers, and gardeners. The use of these soil products contributes to water conservation, prevention of soil depletion, reduction in GHG emissions, and the reduced need for oil-based fertilizers and chemicals.



AGROMIN LIMONEIRA®

Sustainability Looped:
Limoneira is committed to being a catalyst for positive change

In 2004, Limoneira Company continued its agricultural entrepreneurial spirit by partnering with Agromin to create an innovative organic recycling program. Limoneira and Agromin developed a 10-acre facility on Limoneira land to receive green materials (lawn clipping, leaves, bark, plant materials) from throughout Ventura County. The material is converted into mulch that is spread in Limoneira orchards to curb erosion, improve water efficiency, reduce weeds and moderate soil temperatures.



GILL'S ONIONS®
 QUALITY • CONVENIENCE

Environmental Stewardship: Our commitment to food safety, sustainability, and a product you can trust.

From our growing practices to green packaging to employee relations, sustainability is at the core of our operations. Since our founding Gill's Onions has strived to be an environmentally conscious pioneer in the fresh produce processing industry. From the time the seed goes into the ground to the time it is processed, packaged, and shipped from our dock we are working to produce the best product while reducing our ecological footprint.

Agromin has a unique focus on end use compost markets. Typically, commercial composting operations focus on the processing of feedstock to reduce waste volumes, which is appropriate – that is the objective. However, Agromin’s approach is slightly different. The process is important, but Agromin is intent on creating a high standard product instead. Focusing on the end user of the compost allows Agromin to produce soil amendments that align with their needs. Agromin is a manufacturer of compost, but the soil amendments that are produced from that compost far surpasses industry standards.

Agromin’s operations comply with the following quality programs:

CDFA – California Department of Food and Agriculture

- Purpose – Organic Input Material Registration and Labeling of Product.

OMRI – Organics Material Research Institute

- Purpose – Organic Listing compliance

GAP/GHP Certification

- Purpose – Food Safety

California Leafy Greens Marketing Agreement (LGMA)

- Purpose – Food Safety

LGMA Compliant

- Purpose – Food Safety for leafy greens

U.S. Composting Council (USCC)

- Purpose – Compost content and its soil products are clean and safe.

USCC Seal of Testing Assurance (STA Compost)

- Purpose – To ensure transparency of compost product.



In addition, all our facilities follow laws and regulations published by CalRecycle, California Air Resources Board (CARB), and State Water Resources Control Board (SWRCB).



Agromin serves more than 25,000 customers in the four industry categories of agriculture, landscape, retail, and homeowners. By having such diversified clientele, we stand apart from other composters for our expansive material outlet opportunities. Our varied markets show that we are a trusted source for organic premium soil products that support sustainability. As evidenced from our multiple certifications and standards our clients know they can trust our products.

Agriculture (Vegetable Crops, Berry Corps, Vineyards, Tree Crops, Etc.)

Agriculture represents the largest percentage of Agromin’s sales, serving a wide variety of farms, orchards, and vineyards. With 30 million acres of farmland and almost 8 million acres in harvested crops in the state, this a market with tremendous growth potential. Agromin has strategic partnerships in support of communities including Limoneira and Driscoll. Agromin markets to two customer segments: farmer direct sales and strategic relationships with soil supplements companies, providing value-added services to the farming community in Northern California. Within the agriculture Industry, Agromin tailors marketing efforts to:

- Ensure customers meet environmental and food safety regulations, and provide thorough compliance documentation
- Boost profits through improved water efficiency, increase crop yield and quality, decrease need for fertilizer, and preserve/build soil health
- Identify unique needs for maintaining soil health through soil testing and develop custom products to achieve customer’s goals



[Compost 100™](#)

“

Agromin’s materials are certified for their consistency and reliability. They are an asset to our Performance Organics line of products.

”

-Scotts Miracle Gro



“

Agromin’s high-quality compost has been instrumental in the manufacturing of our bagged products.

”

-Dr. Earth

Landscaping (New Construction & Maintenance)



Lawn Top Dressing

With the landscape industry, Agromin focuses on reaching national, regional, and local landscape companies who deal specifically in landscape architects, contracting and maintenance companies. Specific projects that can use our compost include highway maintenance, stormwater projects, fire restoration, soil remediation, sports parks, and golf courses.

Within the landscaping Industry, Agromin emphasizes that our products:

- 🌱 Provide consistent, high-quality soil amendments, barks, and mulches
- 🌱 Provide best-in-class customer service
- 🌱 Deliver customer results through improved plant health and better water efficiency.
- 🌱 Offer a wide variety of products, including customized solutions.

Agromin has recently become a Healthy Soils partner to study the need for organic matter to meet the new State law (Mandatory Water Efficiency Landscape Ordinance) that requires 6% organic matter for all new permitted projects with over 700 square feet of landscape area.

Retail (Garden Centers, Nurseries, Home Improvement and Supermarket Chains)



Lightweight Soil Blend

Agromin helps retailers and wholesalers meet the growing demand for organic lawn and garden products. Its retail customers include Armstrong Nurseries, Fred Meyer, Save Mart, Home Depot, Lowes, and 99 Cent only stores. It produces more than 65 different packaged soils products to meet this industry's needs. This year alone, Agromin will

produce over 3 million packaged products with ingredients that include recycled organic compost from the communities it serves.

- 🌱 Within the Retail Industry, Agromin would employ the following marketing programs:
- 🌱 Offer what retail customers want - environmentally friendly organic products that save water and cultivate healthy plants
- 🌱 Ensure that its products are professional grade and offer consistent, excellent quality. This assures retailers that Agromin would supply the products they need when they need them.

Homeowners (Do-It-Yourself)



Premium Blend



Agromin also sells soils, mulches, and amendments as packaged products and in bulk to institutions, gardeners, and homeowners. We collaborate with landscape supply centers, equipment rental centers, building materials centers, and independent garden centers to deliver products to homeowners.

When marketing to Homeowners Agromin emphasizes that our products:

- 🌱 Are a safe, organic, and sustainable solution for soil and mulch needs
- 🌱 Help customers protect the environment and foster sustainability
- 🌱 Save water (and money), support growth of healthy plants, and create landscapes that customers are proud of.



Scan the QR Code to learn more about Agromin's products or visit

<https://agromin.com/products/>

We are deeply rooted in the success of our clients.
Thank you for the opportunity to expand our mission of
sustainability to Ventura County.



AGROMIN's Carbon Farming & Regenerative Agriculture



“Regenerative Agriculture” describes farming and grazing practices that, among other benefits, reverse climate change by rebuilding soil organic matter with the use of compost and biochar to restore degraded soil biodiversity. This process draws carbon into the soil while simultaneously improving the water cycle. Lawrence Livermore Labs released a report, which featured natural climate solutions in which compost and biochar are used to sequester carbon into soils leading to carbon neutrality by 2045. These programs are noted as the most cost-effective climate solutions at a cost of only \$11 per metric ton of carbon dioxide. By contrast, the California Air Resources Board (CARB) regulatory offset price is about \$29 per metric ton. Natural climate solutions are estimated to result in negative emissions of 21.6 million metric tons of CO₂ per year which will be needed in order to get to carbon neutral by in 2045. These solutions require participation of the agriculture industry that have vast land assets throughout California. Integrating compost into regular growing practices will mitigate environmental impacts from farming, as well as capture carbon within the soil.

The Climate Action Reserve develops voluntary GHG offsets and is working on a Soil Enrichment Protocol, which will provide a strong basis for CARB’s regulatory protocol. These programs allow the industry to monetizing carbon negative emissions and helps provide some incentives for the use of compost at agricultural sites. Compost production and use is now viewed as an important part of moving the State toward carbon neutrality. The January 2019 Draft California 2030 Natural and Working Lands Climate Change Implementation Plan looks to double down on compost and mulch use by adding 31,000 to 62,000 acres each year through 2030. Additionally, the plan is to increase mulching on cropland at a rate of 10,400 to 20,800 acres per year. According to new research, soil could act as a significant carbon sink, holding up to three times as much carbon as is found in the atmosphere. Farmer across the State need, education, funding and technical support to integrate compost and mulch into their regular farming practices. Dirt can save the Earth and make the planet more resilient, provided that increasing quantities of recycled organics (such as compost, mulch, and biochar) are reintroduced to the world’s soils each year.

Healthy soil has amazing water-retention capacity.

Every **1%** increase in organic matter results in as much as **25,000** gal of available soil water per acre.

Source: Kansas State Extension Agronomy e-Update, Number 75, July 6, 2012

USDA United States Department of Agriculture

Want more soil secrets? Check out www.nrcs.usda.gov

Scan Code for Agromin's Other Environmental Community Programs



Demonstrated Compliance with SB 1383



Our facilities comply with SB 1383 because of our source separation programs for materials including recyclables and organics. Outbound materials always meet the contamination standards as proven through our on-site sampling programs. We also complete waste audits to ensure we are not disposing of organics to landfill and are currently in full compliance with all SB 1383 sampling requirements.



SB 1383 sets forth requirements for jurisdictions to procure organic waste derived goods to ensure a market for the newly diverted materials. For each jurisdiction, at least 0.08 tons per person per year of organic product equivalent is to be procured. For the County of Ventura this means procuring 4,349 tons of finished compost, 7,499 tons of mulch, or 164,979 of renewable gas. The procurement targets can be met through most public procurement programs and can be delegated or contracted to the franchised hauler. **Harrison will meet 100% of the procurement**

goals through our partner Agromin who manages a significant amount of organic materials throughout the State. Please see [Section 4.4.8](#) for more details on how we will ensure compliance with the procurement provisions of SB 1383.



4.2.5 Safety

To continue to achieve high levels of successful performance, Harrison knows it is imperative to protect our most valuable resource – **our employees**. For this reason, Harrison strives to eliminate any foreseeable hazard that may result in accident, injury, or illness; property damage or loss; or business interruption. Harrison has developed and implements an Injury and Illness Prevention Program (IIPP) that serves as a guideline for all employees in the safe performance of their daily activities.

4.2.5.1 Safety Requirements for Employees

Harrison employees are trained and oriented on our Drug and Alcohol Policy, Sexual Harassment Policy, Injury and Illness Prevention Program, Emergency Action Plan, Safety Rules, Discipline Program, and Accident and Injury Reporting Program. Employees are also required to complete intensive training programs covering topics including, but not limited to, non-residential driver safe work practices, Personal Protective Equipment (PPE), hazard communication, seat belt requirements, confined space entry protocols, pre-trip/post trip inspections, and lockout/tag out requirements and procedures. Harrison’s employee handbook is consistent with the U.S. Department of Transportation (DOT), Office of Drug and Alcohol Policy and Compliance, Drug and Alcohol Testing protocols.

All commercial drivers are required to pass the DOT physical exam as a part of maintaining their commercial driver’s license and undergo drug and alcohol testing. Drivers and other Safety-sensitive employees are subject to drug or alcohol testing in the following situations:

- ✓ Pre-employment
- ✓ Reasonable suspicion/cause
- ✓ Random
- ✓ Return-to-duty
- ✓ Follow-up
- ✓ Post-accident

Our approach to safety is a purposeful combination of driver training, excellent maintenance protocols, and technology deployment. Each plays a role in supporting our core value of safety.

Our extensive on-the-job training and routine evaluation programs for our drivers go well above DOT requirements. Newly hired drivers go through 80 hours of training: 40 in the classroom and 40 behind

the wheel with an experienced driver. All drivers participate in safety briefings each month. As a part of the new hire training process, drivers receive an on-the-job evaluation on days 30, 60 and 90. We follow federal regulations for the maximum number of hours spent behind the wheel.

One of our most recent safety innovations that we've deployed is the 3rd Eye camera system which provides a coaching tool that allows us to see and talk through safety issues drivers face each day. Each collection vehicle is equipped with a forward-facing camera constantly recording everything that happens. Whenever there is a sudden movement, the camera automatically saves a 12-second section of video. The videos are reviewed with the driver to improve safe driving habits. We demonstrate our commitment to safety by investing millions of dollars on collection vehicles and heavy equipment maintenance each year. We believe our investment has contributed to reducing our reported vehicle accidents significantly over the past 20 years, which is great news for our employees, their families, and our communities.

Driver & Route Supervisor Training

Harrison is dedicated to ensuring a safe and professional workforce where our drivers and route supervisors are the daily face of the operations, where their conduct, abilities to complete collection services to the customer's expectations, and commitment to safety is the foundation of our service program. Training is a key component of this, especially as programs expand and reporting requirements change to ensure compliance with SB 1383. All drivers will be trained on the new technology and on the requirements of SB 1383. Comprehensive driver and route supervisor training will occur annually where targeted training topics will be provided monthly, unless otherwise determined by Harrison or the County.

Safety Training Overview

Participants: Drivers, Route Supervisors

Content: Harrison management to provide training on Franchise requirements, safety programs, appropriate conduct & courtesy, Soft-Pak, 3rd Eye, and performance standards.

Topics include:

- Collection routing and Soft-Pak software
- Standard route stop sequence for each route, conforming to Harrison's routing guidelines established by the Contract
- Proactively identifying containers that require maintenance, including repainting, cleaning, or repair
- How drivers and route supervisors can create and submit work orders for containers, including carts and bins, which require maintenance
- Litter abatement programs; litter reduction techniques and litter removal
- How to identify, tag, and document overfull containers with courtesy notices:
 - ✓ Includes appropriate levels of documentation (photos) and how to upload them into
- Soft-Pak for notation in customer accounts
- ✓ The use of tags as outreach to customers (bagging lightweight materials such as plastic bags, film plastics, foam peanuts, etc.) that can easily become litter
- ✓ The identification of contaminants or unauthorized waste
- ✓ The identification of containers that are blocked or otherwise unsafe to service
- ✓ Other instances for tagged and/or non-collection notices
- Contractual performance requirements
- Collection program requirements
- Employee conduct and courtesy
- Employee services and agreement requirements
- Resolution management

4.2.5.2 Household Hazardous Waste (HHW) Management Protocols

The goal of our Household Hazardous Waste (HHW) Management Protocol is to prevent hazardous waste from entering the waste stream through our collection operations. Our HHW Management Protocols also provide guidance for safely managing prohibited wastes that were inadvertently collected on the route. In order to detect and deter hazardous wastes, we have developed the following programs and training for drivers and operations personnel.

HHW Inspection Program & Training

All drivers are trained to identify hazardous wastes and are reminded about the importance of our hazardous waste screening protocol during monthly safety meetings. We also educate customers about hazardous and unpermitted wastes through our outreach materials and interactions with the community.



Response to Identification of HHW During Collection

If hazardous wastes are found prior to collection, the container will not be collected, and a notice will be attached detailing the reason for the non-collection. Every occurrence will be documented, and the driver will provide proper hazardous waste handling and disposal procedures to the customer. In the event that any hazardous waste is disposed in the waste stream, immediate and appropriate action will be taken to safely contain and remove it.

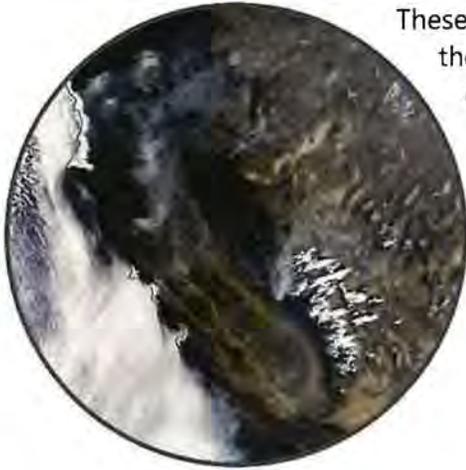
- ✓ The following procedure is used for identifying and handling hazardous / unpermitted waste by drivers:
- ✓ Notification of hazardous waste disposed of in the collection containers is communicated to the route supervisor.
- ✓ Simultaneous contact will be made with the maintenance department for the spill response team to assemble and disburse.
- ✓ Trained personnel will be assigned the task of inspecting any materials suspected of containing hazardous waste. Inspection involves identification of both labeled and unlabeled hazardous waste containers and materials.
- ✓ Proper emergency response agencies will be notified, if oversight and support is determined necessary.
- ✓ Appropriate spill response and customer outreach will be implemented and based on the gravity of the waste.

Spill Response Plan

If hazardous materials are spilled or a hazardous materials container is accidentally broken, the route supervisor will be notified immediately, and the collection crew will make every reasonable effort to safely contain the spill. After inspection by the route supervisor, the materials may be cleaned up by the collection crew, or in the case of a serious or dangerous hazardous waste spill, a specially trained and equipped hazardous waste contractor using State and Federally approved methods will be deployed. The route supervisor will maintain all necessary emergency response, notification, and response procedure records.



Fire Reporting & Response Plan



These guidelines are to be followed in the event a vehicle fire breaks out in the body of the collection vehicle. These types of fires can be caused during compaction where hazardous or combustible materials are inadvertently and unknowingly collected.

Driver's Responsibilities Include:

- ✓ Identify origin of fire.
- ✓ Immediately call dispatch, then 911 for Fire Department Response.
- ✓ Continue sweeping the blade or using the packer if the fire is inside the truck body until you have found a safe place nearby to safely eject the load.
- ✓ Do not eject loads near schools or shopping center parking lots, near businesses, on the freeway, or near trees or overhead wires.
- ✓ Keep radio clear for emergency communications.

4.2.5.3 Health & Safety Management Procedures

Harrison's safety plan is predominantly conducted through the continued implementation of an extensive health and safety program. All Harrison drivers participate in monthly safety meetings, office personnel participate in quarterly safety meetings, and the management team is trained and certified in First Aid, CPR and AED.

Harrison maintains a working Injury and Illness Prevention Program (IIPP). This living document improves the safety and health in the workplace. The program includes the following elements.

- | | |
|---------------------|-----------------------------------|
| ✓ Responsibility | ✓ Accident/Exposure Investigation |
| ✓ Compliance | ✓ Hazard Correction |
| ✓ Communication | ✓ Training & Instruction |
| ✓ Hazard Assessment | ✓ Recordkeeping |



The objectives of our IIPP include fully involving all employees, supervisors, and management to identify any exposure to workplace hazards, correct hazards in an appropriate and timely manner, and provide and receive effective training.



4.2.6 Reporting

Harrison has always ensured open, honest and transparent reporting with our jurisdictional partners and is prepared to continue to meet the County's requirements.

Records will be maintained and are available for inspection per the agreement terms.

Our team understands that compliance with regulations requires a partnership approach, where Harrison is ready to assist the County during CalRecycle annual reviews. Additionally, Harrison will ensure that all monthly and annual reports are completed accurately and in a timely manner.



Importantly, our reporting can be verified by the County through welcomed inspections of our facilities. Our reputation of recovering materials to their highest and best-use is visible at our local operations.

Staying in Compliance: State Mandated Monitoring & Reporting

Harrison will ensure that information is tracked to meet the hauler monitoring and reporting compliance requirements of AB 341, AB 939, AB 1594, AB 1826, and SB 1383, including electronic transmission of reports to County. Records will be maintained for the information that will be placed in the Quarterly Reports per Article 19 of the Franchise Agreement.

Quarterly reports will include all necessary information described in the agreement under the following categories:

- Payments
- Tonnage and Service Data
- GHG Reduction Efforts
- Overweight Vehicle Reporting
- Non-Collection Events
- Accounts On-hold
- Collection Overate Charges
- Contamination Reporting
- Service Recipient Compliant Log
- Other reporting as needed for the County to demonstration compliance with our service areas.

Harrison will provide all information required for the Annual Reports, in addition to assisting as needed with CalRecycle's annual review of the County's programs. Annual reports will include necessary information described in the agreement under the following categories:

- Summary Narrative
- Diversion Rate
- GHG Reduction Efforts
- Financial Statements
- Annual Sustainability and Compliance Report
- Summary of Programs
- Solid Waste Data
- Waste Characterization Data
- Recycling Data
- Organic Waste Data
- Customer Service Log
- Customer Service Information Sheet
- Overweight Vehicle Data
- Collection Container and Vehicle Inventory, including compliance data and outreach summary
- Training Records
- CalRecycle Reporting Assistance
- Waste Characterization Audit
- Additional reports as needed for the County to demonstrate compliance with our service areas.

Exhibit 8
Sustainability and Compliance Plan

2916

2917

2918 See separate PDF file.

2919

4.4 Sustainability Plan

Harrison has always planned for the future, which is exemplified in our strategic developments of our facilities and transparent GHG reporting for over a decade. ***The company has planned ahead, prepared for upcoming regulation, and pushed our operations to think outside the box because we are never to be satisfied with the status quo or taking the easy way out.*** This Sustainability Plan is a reflection of our forward thinking, commitment to servicing our communities, and preparedness for the future. Our team has a firm understanding of the needs of the County of Ventura, directly because of our years of experience living and serving the community.

This Plan provides an overview of how Harrison will meet the compliance requirements of the Franchise Agreement, an analysis and plan to meet the diversion requirements set out in the Agreement, and our commitment to sustainability of our operations. This Plan will be updated annually and provided to the County no later than April 1st each year. Included in the annual update will be the accomplishments of Harrison in the previous year, including the number of recycling resources distributed or completed, the total increase in diversion based on our activities, any environmental accomplishments achieved (such as the full transition of our collection fleet to RNG), and other notable programs that the County may wish to include in their Annual Report. The Sustainability Plan works hand in hand with the Education and Outreach plan found in [Section 4.5](#).

Our Support of Ventura County's Climate Action Plan

In 2020, the *Ventura County 2040 General Plan* was adopted by the Ventura County Board of Supervisors and established a community Climate Action Plan (CAP) with the intended goal to reduce GHG emissions and mitigate climate change impacts. The purpose of the CAP is to identify and reduce community GHG emissions from existing and future activities and sources within the unincorporated areas of Ventura County. The CAP is consistent with the County's commitment to address climate change and work towards a more sustainable community by reducing GHG emissions.

- ✓ Harrison recognizes the importance of the CAP as an early adopter of measuring and managing our GHG emissions since 2008 with third-party verification from The Climate Registry.
- ✓ Harrison has woven in all aspects of our County CAP into their own Climate Action Management Plan.
- ✓ Harrison will be minimizing our Vehicle Miles Traveled (VMT), **CAP Program CTM-C**, by utilizing in-County facilities instead of hauling Ventura County's waste and recyclables to out-of-county facilities and into the high desert.
- ✓ Harrison will compost the County's organic waste and sequester the compost within the working lands of the County by expanding our current carbon farming practices, **CAP Program AG-L**.
- ✓ Harrison has utilized alternative fuels for two decades implementing the County policies to reduce fossil fuels, **CAP Program COS-8.1**.

Other Proposers may commit to reporting and reducing their GHG emissions but have yet to demonstrate their commitments as compared to Harrison. Additionally, the other Proposers may haul the County's valuable organic matter to the high desert, robbing the County of healthy soils for local agriculture.

4.4.1 Program Approach & Community Benefits of Our Facilities

Harrison takes an integrated approach to its entire operation that utilizes outreach and education resources, a sustainable fleet, and facilities that all work in tandem. A full description of our facilities is included in [Section 4.2.4](#).

Think Local

Harrison is a local company with its nearly century-old roots planted right here in Southern California. At a time when the waste industry is undergoing a consolidation and monopolization trend, Harrison stands as a true local provider. We take pride in this, and we believe that being local is not the only way to think locally. We partner with local organizations, develop projects that keep the region’s best interest in mind, and prioritize the well-being of our customers first. As discussed more in the traffic reduction section of this Sustainability Plan, Harrison uses the closest facilities which keeps business local, reduces traffic impacts, and provides cleaner air.

Partnerships, Standard Development & Education

Harrison has used its long history to build long standing, trusting relationships with its business partners, project collaborators, and the jurisdictions that we serve. We will continue our support of the community we live and work in.



Reference: Oxnard School District

★ Exclusive Agreement

<u>Costumers Served</u>	<u>Service Dates</u>	<u>Collection Methods</u>	<u>Compliance</u>
Schools	1951 to present	Residential Automated Commercial Semi	✓ AB 939 Compliant ✓ AB 1826 Compliant ✓ AB 341 Compliant
<u>Costumer Type</u>	<u>AB 939 Diversion Rate</u>	Automated Roll-Off Perm & Temp	
MSW Recycle Organics/ Food Waste Collection and/or Processing	2021: 64%		



Lisa Franz
Director of Purchasing

“I have always found [Harrison] to be professional, responsible and responsive to our service needs.”

“Special requests for extra bins and/or pickups have always been handled promptly.”

Please feel free to contact me:
Phone: (805) 385-1501, ext. 2410
Email: Lfranz@oxnardsd.org
1051 S A St, Oxnard, CA 93030



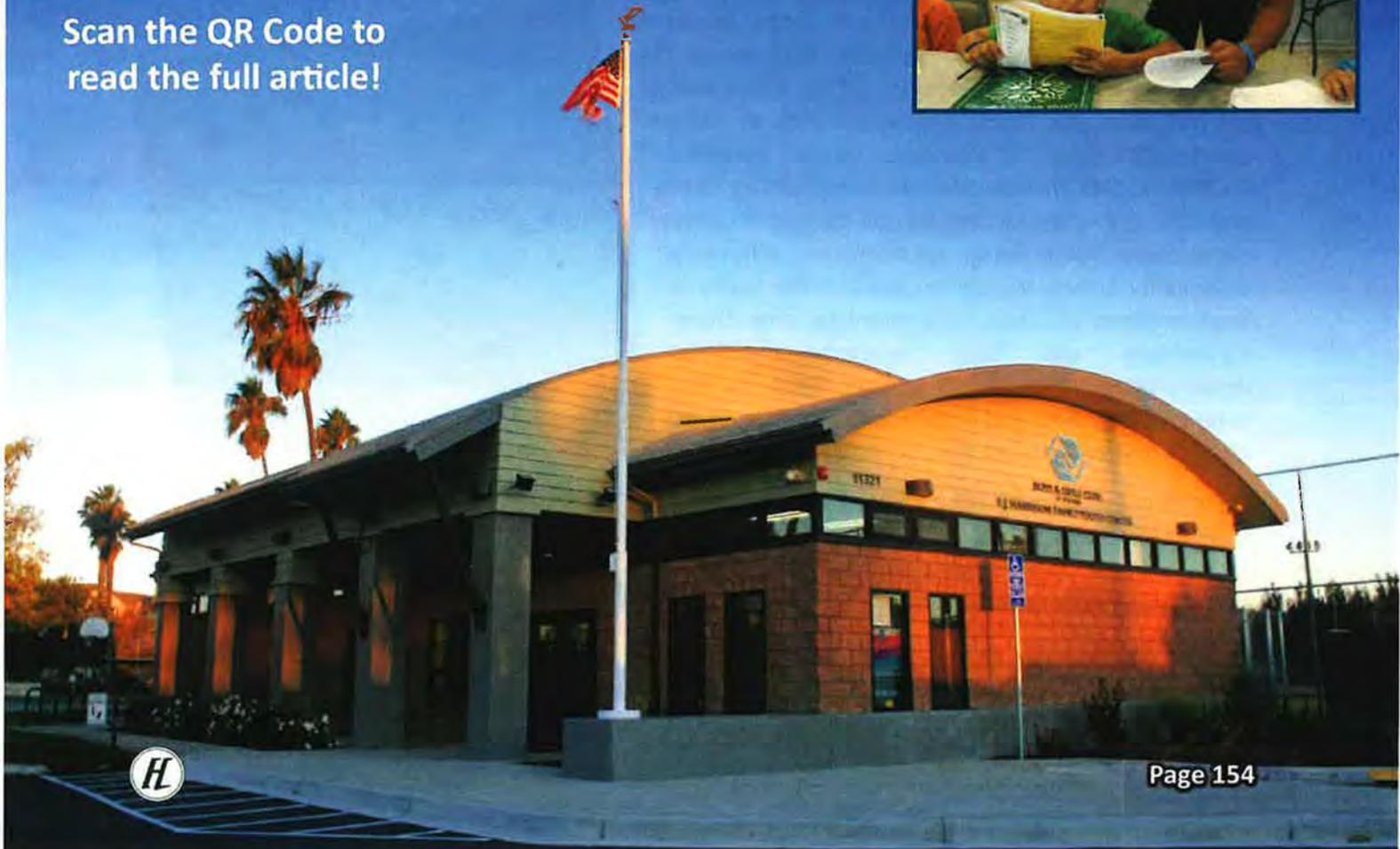
E.J. Harrison Family Youth Center



Harrison has a history of working closely with the community. The E.J. Harrison Family Youth Center in Saticoy, CA is named in honor of the largest donor. “We’re keeping the kids off the street and teaching them something better. That’s important.” said Elizabeth Claudio, manager of the Saticoy program.



Scan the QR Code to read the full article!



Best Management Practices

Harrison meets the facility requirements easily and chooses to set our sights higher. For this reason, whether it's our fleets or our facilities, we adopt and use the best available practices and technologies to bring superior service.

In addition, with our partner Agromin, we have committed to formal partnerships with our communities in a "Community Benefits Agreement" (CBA). Both the Limoneira Compost Facility and Mountain View Organic Processing Facility are developing CBAs to ensure that the facilities have a positive impact on their neighboring communities. This is a non-mandated program that is a direct example of how our programs are committed to the highest standards of sustainability.



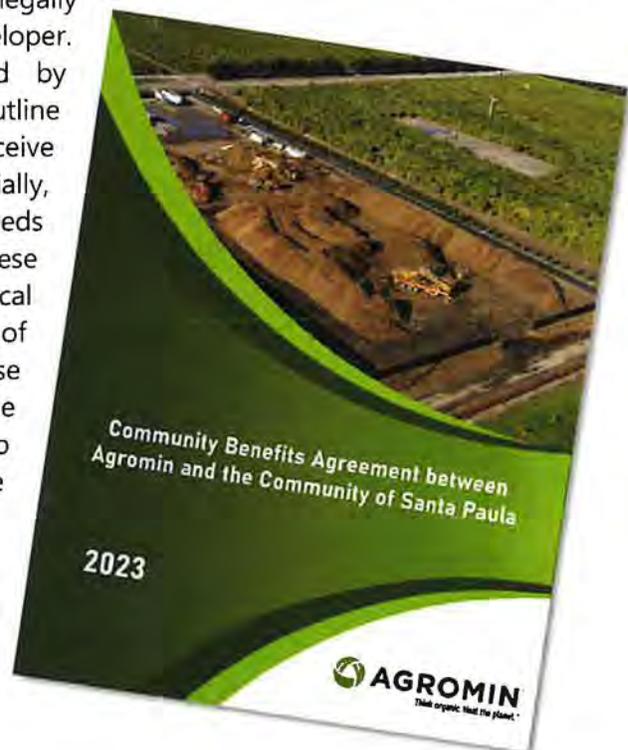
FREE COMPOST

This CBA identifies the following community commitments:

1. Provide a clear and transparent communication program with the community.
2. Mitigate negative impacts from the facility and maximize environmental benefits.
3. Create safe and well-paid jobs.
4. Provide financial and in-kind support to key community groups and for regional edible food recovery programs.

A Community Benefits Agreement (CBA) is a legally binding contract between a community and a developer. Community interests are typically represented by community-based organizations. Often, CBAs outline commitments the developer will make to receive community support for a proposed project. Essentially, a CBA is a plan that outlines the communities needs and how they may be met by the developer. These plans start by building relationships with local community groups to help understand the needs of local residents and how they might be met. These agreements can help support equitable development, which could enable residents to benefit from growth and change in their region. The CBA is a written contract that can be enforced.

Our CBA will provide free compost to communities, support local non-profits and make commitments to ensure the local community feels a strong partnership to our facilities.



State Guidelines

Harrison's facilities meet all criteria required of solid waste facilities by the State of California. Further, we recognize that State guidelines apply to our customers as well. As such, we build our operations around helping others, such as our service jurisdictions, so they meet all of the state mandates. Notably, we are actively pushing to increase diversion of organics and other wastes to help meet SB 1383, AB 1826, and AB 32 plans. Our service jurisdictions on average have a 66% overall diversion rate, significantly higher than the statewide average! These diversion rates benefit from our diligent efforts to seek recyclables markets and diversion opportunities despite complications such with overseas recycling markets. During this time, although recycling markets were significantly impacted, our operation never shut down and continued to divert materials from landfills.



Additionally, we have utilized our company's vertically integrated approach to ensure that materials are collected and separated to maximize diversion. Not only does this divert materials from landfill, but it also ensures our jurisdictions are meeting state recycling mandates and other regulations.



Our operations meet SB 1383 standards because of our source separation programs and processing facility recovery rates.

- ✓ Our facilities have exemplary track records of compliance. We have been completing waste characterizations on our material streams and adjusting our operations to ensure maximum diversion of commodities so that they continue to meet the rigorous contamination standards of secondary markets.
- ✓ Our organics are always processed for their highest and best use. This includes never utilizing organics as Alternative Daily Cover (ADC) and never simply land applying un-processed materials.
- ✓ We are meeting all SB 1383 sampling requirements at our facilities, in addition to the strict Title 14 requirements required of our compost products.



4.4.2 Tracking & Reporting Greenhouse Gases

Harrison is committed to measuring and controlling its Greenhouse Gas impacts and has been actively doing so for the past 15 years. Harrison has worked with The Climate Registry to establish third-party-verified greenhouse gas emissions for its facilities and fleets every year since 2008 and is currently working on its 2020 and 2021 inventories.

Tracking



Harrison's approach to tracking its GHG emissions is based on one of the most precise practices for doing so. Each gasoline and diesel gallon, therm of compressed natural gas, and kilowatt of electricity used by Harrison is recorded and tallied through invoices. The entirety of this process is applied to the best and most current emissions estimates provided by The Climate Registry. The end result is an emissions inventory that is developed each year and allows for accurate comparisons between years to monitor if emission reductions efforts are successful.

Transition to Clean Fuels

By tracking our operational emissions, Harrison discovered that the majority of our company's emissions came from the use of diesel fuel in the vehicle fleet. Recognizing this, we have transitioned a portion of our fleet to less-polluting fuels such as CNG and LNG. Although these fuel sources are not without their own emissions, both are substantially less-polluting than the diesel fuels they've replaced. By the time of the most recent inventory, 2019, Harrison had replaced an estimated **625,000 gallons** of diesel fuel, saving an estimated **2,000 MTCO_{2e}** from a business-as-usual scenario.

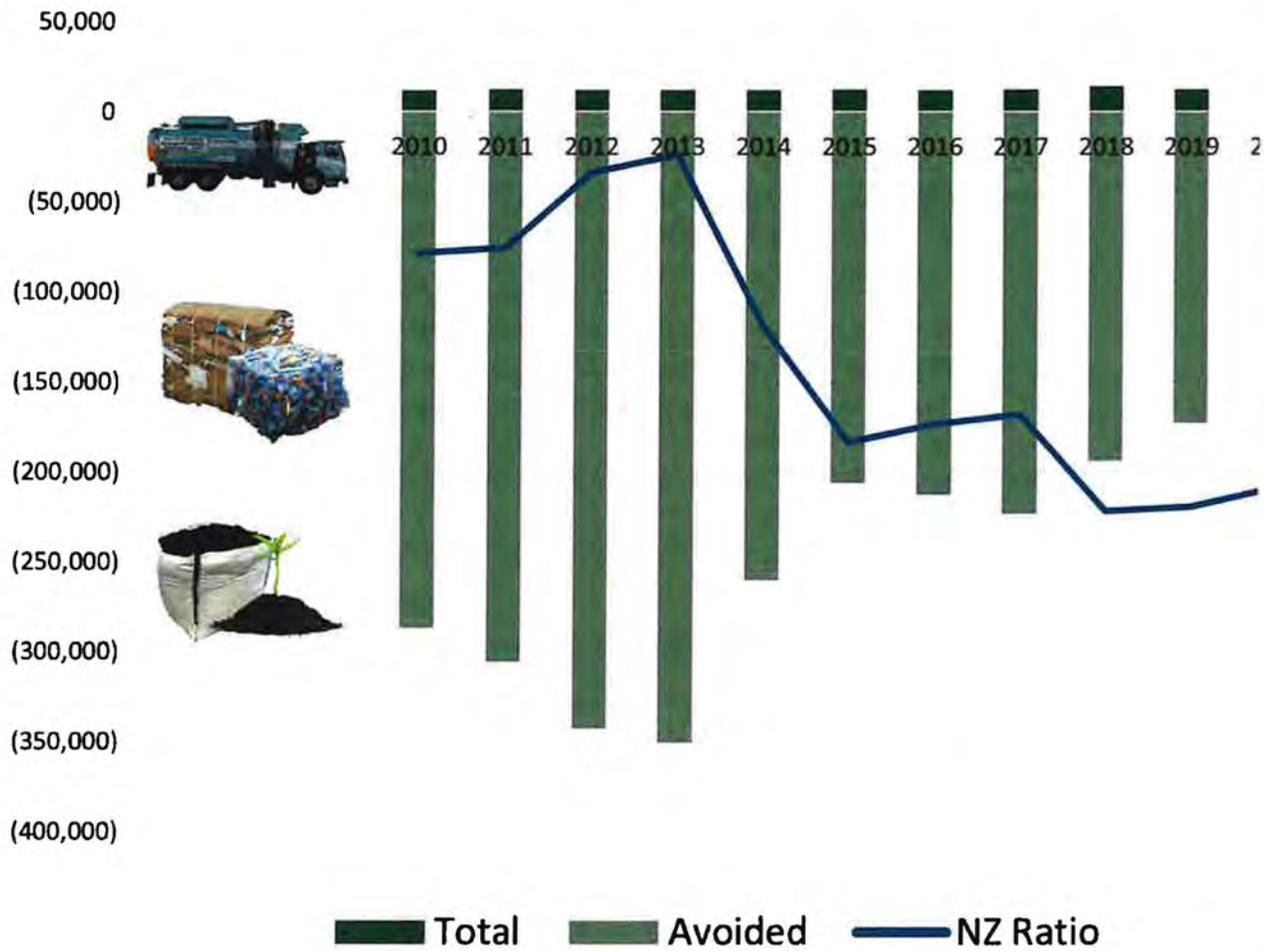
Transparent Material Recovery

Harrison understands that the environmental impacts of hauling, recycling, and processing waste do not end at the collection vehicle. Greenhouse gas emissions are global pollutants, and every stage of the material's lifespan has an impact on climate change. As such, we include the caused and avoided emissions from the materials we handle in our Climate Action Management Plan Reports. Many waste streams that Harrison manages have negative environmental impacts, such as those waste streams headed to landfill. However, many of Harrison's materials management operations also have GHG benefits. Organic waste that is diverted from landfills becomes compost which serves a variety of ecological benefits in addition to reducing methane generated if landfilled. Further, goods such as metal, paper, and glass are recycled and resold to remanufacturers thereby preventing the emissions associated with extracting virgin resources. Based on the US EPA's WARM model and 2019 operational data, we estimate that **173,104 MTCO_{2e}** are avoided from the materials that we recycled. This benefit is over 14 times greater than the **12,346 MTCO_{2e}** estimated to have been emitted from our facilities and fleets.

Climate Reporting Since 2008

We will continue our annual practice of reporting operational GHG emissions through The Climate Registry. Under this program, Harrison's consultant, an independent third-party verifier, and The Climate Registry all concur on operational emissions for all of our fleet. This objective analysis is then posted on The Climate Registry's website. To add to the value of this information, Harrison uses Edgar and Associates to contrast these emissions with the avoided emissions mentioned above in its **Climate Action Management Plan**. The report will be made available to the County and can be tailored to track County-specific goals, as needed. The County will receive these reports each year following the conclusion of the year being reported on.

Harrison Emissions vs Avoided Emissions



4.4.3 Exceeding Diversion Requirements

The State of California, in its efforts to be a leader in improving environmental well-being, has developed a variety of diversion requirements. Chief among these goals is to reach an overall diversion rate of 75% of material. California as a whole is floundering in meeting this goal, with diversion rates hovering between 40% and 42%. ***Harrison's jurisdictions defy this trend by averaging 66% diversion as of 2021, well above the state average.*** Furthermore, our plans to increase organics diversion, coupled with improving recycling programs and supporting source reduction measures, **sets the path for us to bring Unincorporated Ventura County into fully meeting the 75% diversion target.**

SB 1383

Harrison has been anticipating California's move to divert more organics from landfills since before AB 1826 was proposed, and long before SB 1383 programs came into effect. For all four zones, North, Central, Southwestern, and Southeastern, meeting this goal would require the diversion of **12,653 new tons** of organics each year.

- ✔ Harrison has invested in organic processing and compost facilities in Ventura County.
- ✔ Harrison has rolled out organic collection services in its current zones.
- ✔ Harrison relies on proven programs, such as source separation of food and green waste, for residential customers.
- ✔ Harrison, with its partners, can meet the County's procurement targets through existing programs and partners.
- ✔ Harrison has compliant education and outreach programs in our current service zones, including route reviews and container contamination minimization programs.

Harrison has presented a fully compliant program that comprehensively addresses the requirements of SB 1383.

75% Diversion Goal

Currently, Unincorporated Ventura County has a diversion rate of **52%**. The Ventura County Climate Action Plan, ***CAP Programs PFS 5.6, PFS 5.5, and PFS-L***, supports the value-added alternatives to solid waste management and supports the beneficial reuse of organic wastes for composting and bioenergy. The most important tonnages to target to improve this are organics. Diverting organics can be done by composting locally. Composting does not depend on international markets, has well-established environmental benefits, keeps employment opportunities in our region, is a blessing to local agriculture, conserves water, and contributes to SB 1383 diversion goals as well as the overall 75% diversion goal. ***Harrison has partnered with Agromin on several carbon farming projects within the County and will be expanding those programs to keep compost within the County to promote healthy soils and combat climate change.*** Harrison will divert organic waste to reach the SB 1383 goal described above through transparent programs in the County.



Unincorporated Ventura County has work to do to get to 75% diversion rate and Harrison is here to help.



4.4.4 Diversion Programs

Harrison has specific plans to meet the above diversion goals. Specific programs are not only the key to avoiding CalRecycle penalties under SB 1383, but also the most effective strategy for recovering these material streams. In order to be successful, these programs have to be known to the generators, incorporated into the schedule of the route drivers, and anticipated by the investments as the receiving facilities. Further, markets for recovered organic and recycled goods need to be developed. Importantly, when there are not markets for materials, this information needs to be communicated back to the jurisdictions, customers, and producers to avoid ‘wishcycling.’ These practices, outreach, collection, sorting, marketing, and updating outreach, operate as a continuous loop bringing us ever closer to a zero-waste future.

Specific examples of our programs are outlined on the table below:

Diversion Programs	Single Family	Multi- Family	County Services
Legislative Compliance	✔	✔	✔
SB 1383 Education, Outreach, and Training	✔	✔	✔
Variable Size Container Collection	✔	✔	✔
Source Separated Recyclables	✔	✔	✔
Special Event Collection Services	N/A	N/A	✔
Source Separated Organics	✔	✔	✔
Service Level Selection	✔	✔	✔
Bulky Item Collection	✔	✔	N/A
Container Contamination Minimization	✔	✔	✔
Holiday Tree Collection	✔	✔	N/A
Debris Box Collection	✔	✔	✔
Construction & Demolition Processing	✔	✔	✔
Compost Delivery and Give Away	✔	✔	✔
Onsite Waste Consultation	N/A	✔	✔
Source Separated Green Waste	✔	✔	✔
Source Separated Food Waste	✔	✔	✔
Manure	✔	N/A	✔
Clean-Up Days	✔	✔	✔
Paper Shred-Events	✔	✔	✔
Home Composting Units	✔	✔	N/A
Textile, Carpet, & Mattress Events	✔	✔	N/A
County Sponsored Events	N/A	N/A	✔
Litter Abatement	N/A	N/A	✔
Code Enforcement Clean-Up	N/A	N/A	✔
Illegal Dumping Clean-Up	N/A	N/A	✔
County Park Service	N/A	N/A	✔

*N/A – this program does not apply to this service line.

4.4.5 Diversion Facilities

Harrison uses its own local facilities and those of its trusted regional partners to ensure that our customer’s intended recycling will be processed and recycled. Our diversion facilities aim for recovery-first and do not rely on landfilling of viable waste streams as an alternative to honest sorting for markets. More details on these facilities and their benefits to Ventura County can be found in [Section 4.2.4](#). These proven diversion facilities include:



Gold Coast Recycling & Transfer Station

Total Permitted Throughput: 1,600 TPD
 Recycling Rate: 70%
 Products: Metals, Plastics, Fibers, Wood, Other



Mt. View Organic Processing Facility

Total Permitted Throughput: 300 TPD
 Recycling Rate: 67%
 Products: Organic Waste, Food Material



Agromin Limoneira Commercial Compost Facility

Total Permitted Throughput: 1,250 TPD
 Recycling Rate: 95%
 Products: Agriculture, Green and Wood



Oxnard Compost & Research Facility

Total Permitted Throughput: 200 TPD
 Recycling Rate: 95%
 Products: Green Materials



Simi Valley Landfill & Recycling Center

Total Permitted Throughput: 1,500 TPY
 Recycling Rate: 95%
 Products: Green Waste, Food Waste



Saticoy Renewable Fueling Station

Renewable Diesel Underground Tank: 15,000 gal
 Aboveground Tank for LNG: 13,000 gal
 CNG (LNG): 600 DGE per hour

4.4.6 Sustainability & Diversion Program Schedule

Harrison intends to roll-out our programs at an ambitious, yet realistic pace to meet State diversion goals. Timing is everything, as outreach programs take time to educate generators who have a reasonable expectation that the items they place in blue and green bins are destined for a facility prepared to sort them. More details on our education and outreach plan during the transition of the operations can be found in [Sections 4.1.5](#). The Education and Outreach Plan can be found in full in [Section 4.5](#).

Diversion Program Schedule for Residential & Multi-Family Services

Milestone	2023	2024	2025- 2032
Education & Outreach	<ul style="list-style-type: none">  Harrison has existing outreach and education programs for our service zones.  Harrison will transition new zones to new outreach and education programs. 	<ul style="list-style-type: none">  Harrison will provide an annually updated outreach plan to the County. 	
Route Reviews	<ul style="list-style-type: none">  Harrison will train staff on route review and container minimization programs. 	<ul style="list-style-type: none">  Harrison will implement route reviews and container minimization programs 	
Container Size Adjustments	<ul style="list-style-type: none">  Through the transition of services Harrison will adjust container sizes as requested by the Customer. 	<ul style="list-style-type: none">  Customers may adjust container sizes through the term of the agreement. 	
Record Keeping	<ul style="list-style-type: none">  Harrison has existing recordkeeping programs for our service zones.  Harrison will transition new zones to our recordkeeping program. 	<ul style="list-style-type: none">  Harrison will ensure reports are provided to the County on a regular basis, per the Agreement terms. Per the County's request additional report can be produced to ensure full compliance with regulations. 	
Enforcement Support	<ul style="list-style-type: none">  Harrison will continue to provide support to the County on all items related to AB 1826, AB 341 and SB 1383 enforcement. 		
Diversion Programs	Harrison has the existing infrastructure and programs in the County to achieve diversion of materials from landfill. Our operations is ready to implement diversion programs from Section 4.4.4 across the County		

Key:  Completed Tasks  New tasks  On-going tasks

Overview of Education & Outreach

Harrison is in an excellent position to reach the public and inform them of the appropriate behavior they must exercise in order to meet the requirements of SB 1383. Harrison is familiar with the SB 1383 requirements under Section 18985 that govern the requirements for generator education. These requirements include:

- ✔ How to properly sort waste into the blue, green, and black containers. This includes a description of what does and does not belong in each.
- ✔ Alternatives to generating waste in the first place, such as the use of community compost or strategies to buy less wastefully.
- ✔ Informing generators on the link between climate-changing methane gas and how diverting materials can help.
- ✔ Informing generators as to their hauling options with respect to organic waste.
- ✔ Provide information on how to donate edible food, with increased outreach to those businesses required to do so under SB 1383.
- ✔ A requirement to track all the above efforts and keep records.

All these requirements are already in place for our current service areas as they became effective in regulation as of February 2022, where resources are posted online at our website and available to our jurisdictions. More information about our Education and Outreach program can be found in [Section 4.5](#).

Contamination Minimization Programs

Harrison has already commenced contamination inspections on its collection vehicles as part of our current services in Unincorporated Ventura County. This gives us an advantageous position to assist the jurisdiction its Section 18984.5 requirements under SB 1383 for any new service areas. Two programs will be used to meet the contamination minimization requirements; the first is conducting On-Route Visual Inspections and the second is providing Waste Evaluations.

On-Route Visual Inspections

Conducting on-route contamination minimization requirements will be incorporated into the daily activities of drivers and route supervisors through physical container inspections. Drivers will be trained to look for signs of contamination in the containers, such as food waste in the recycling containers. Additionally, the investment into hopper cameras will allow drivers to easily identify contamination when materials are tipped into the vehicle (visual inspections via on-board monitoring systems).

In addition to the daily activities, Harrison will conduct container minimization audits at least twice a year in two distinct seasons per year. No less than 40 lid flips per route, randomly selected, will be audited for correct material placement and contamination.

The driver or staff member inspecting the routes will do the following in the event contamination is found:

- ✔ The individual will photograph and document the contaminated container using the on-board computer, which will be automatically uploaded into the customer account. This record will include the address, type of violation, and date.

- The driver will leave a notice on the container informing the generator as to the nature of the violation, the date, contact information of record on the violating account, and information on how to correct the contamination.
- If the container has excessive contamination, the driver may elect to not service the container or the container can be collected as garbage (and fees may apply). Excessive contamination is defined as over 25% of prohibited materials in the recycling container and more than 10% of prohibited materials in the organics container, and any identification of excluded waste. A record of these types of disposals will be kept by Harrison and made available to the County.
- The jurisdiction will be informed in real-time after inspections have occurred from Soft-Pak’s digital-service.
- The generator will get an email to their customer email account, in addition to the cart notice left by our driver. This notice will be placed on the customer account, so that the next time the account is serviced, the driver will ensure there is no longer contamination in the present.
- Harrison will ensure customers are provided ample education regarding the specific source of contamination. However, Harrison acknowledges that the County wishes to begin enforcement. To support this effort, Harrison will refer instances of continued contamination to the County, who may issue penalties. (Unless enforcement will be designated to Harrison).

To comply with the requirements of the regulations, Harrison will be implementing a robust program to issue compliance notices, which include letters to generators who may not be subscribing to the appropriate organics service. In addition, our cart tagging programs, which are important evaluations of customer compliance to the required regulations, have been included here as a compliance notice, described below for the following instances:

SB 1383 Outreach & Compliance Protocol

Compliance Issue	Compliance Notice	Frequency
A generator that meets the mandated thresholds does not have the necessary organics or recycling service.	Letter to Generator	Letters will be mailed semi-annually to generators
A generator has contamination in their recovery containers.	Cart Tag Email And/or Phone Call	Upon identification of contamination (Third-eye camera, driver identification or routine lid flips)
A generator has excessive organics in their black bin.	Cart Tag Email And/or Phone Call	Upon identification of misplaced materials (Third-eye camera, driver identification or routine lid flips)
A generator has overfilled containers without prior arrangement.	Cart Tag Email And/or Phone Call	Upon identification of overfilling (3rd-Eye camera, driver identification or routine lid flips)

Harrison prioritizes customer education ahead of punitive enforcement. Results of contamination monitoring activities will be provided monthly to the County.



Waste Evaluations

If directed by the County, or Harrison determines that visual inspections are not practical for a route, waste evaluations will be conducted in order to ensure compliance with SB 1383. These evaluations will be used to inform the County and Harrison on the effectiveness of the programs, in addition to specific participation rates by customer route. All waste characterizations will be conducted in a manner that meet the requirements of SB 1383 and the Agreement. The results of the completed waste evaluated will be provided within fifteen (15) days of the evaluation.

In response to identifying routes that have prohibited contaminants above 25% in the containers, Harrison will respond in one of two ways.

1. All generators on the selected route will be noticed that contamination was identified in their containers. Education materials outlining the proper separation of materials will be provided to each generator.
2. Within 15 days, the route will be evaluated utilizing the on-route visual inspection, where specific generators will be noticed if contamination is identified in their containers.

Container Size Adjustments

Size adjustments to containers allows for right-sizing of collection operations and provides an opportunity to reduce costs and increase diversion. Harrison will evaluate its customer base to ensure that minimum service levels required under the law are met. At the same time, extraneous carts or inappropriately large carts will be phased out with the commensurate cost savings passed the generator. The Route Review section above will provide insight into appropriate levels of service for customers, all while meeting the jurisdictions requirements under this section.

Recordkeeping

Harrison records will be available for the jurisdiction as needed and will be provided in advance of required CalRecycle and other reports. Harrison’s use of automated technology in its collection vehicles and facilities means that records are accurately made and filed in real time. As these records are already kept in a digital format, they can easily be exchanged with the jurisdiction in a format consistent with the stipulations set forth in Section 18995.2 of SB 1383. More details on recordkeeping and reporting can be found in [Section 4.2.6](#).



Tonnages

The primary driver of tonnage shifts over the next several years will be statewide policy, and Harrison's diversion of container to the recovery streams. The table below uses CalRecycle disposal figures, pro-rated on a cart per cart tonnages, to calculate the implications of reaching SB 1383 disposal targets.

Harrison Projected Tonnages and Diversion Rates for Ventura County

Sector	Material	2023	2024	2025	2026	2027	2028	2029	2030
Residential	Recyclables	9,160	10,534	11,061	11,614	12,195	12,317	12,440	12,564
	Organics	22,039	28,705	35,371	37,139	38,996	39,386	39,780	40,178
	Residue	36,406	28,366	21,173	18,852	16,414	15,902	15,385	14,863
Multifamily	Recyclables	410	471	518	544	571	577	583	588
	Organics	336	438	540	567	595	601	607	613
	Residue	4,236	4,072	3,924	3,871	3,815	3,803	3,792	3,780
Additional Services Clean-ups At Home Composter Bulky Item Collection	Recyclables	826	826	826	826	826	826	826	826
	Organics	91	91	91	91	91	91	91	91
	Residue	413	413	413	413	413	413	413	413
Projected Diversion Rate	All Sectors	44%	56%	65%	69%	72%	73%	73%	74%



Route Reviews

Route reviews and compliance audits are an important step when ensuring the requirements of AB 341, AB 1826 and SB 1383 are met. The resulting reports will provide vital information about the success of the programs. Harrison will ensure full compliance with the regulations by performing desk reviews of customer semi-annually. Twice a year SFD and MFD account information will be evaluated to check if all customers are subscribed to the appropriate recycling and organics service. Additionally, billing services will be verified during this review. Reports will be printed from Soft-Pak that lists customers, by name and service address, and will include service levels and if customers have a waiver. This service level information will be reviewed to ensure all customers are subscribing to recycling and organic services and if waivers must be re-verified. Additionally, customers who appear to have inadequate service, or are not compliant, will be flagged for follow-up outreach, or in the case of MFDs for on-site visits and waste audits. All non-compliant generators will be provided additional outreach and education regarding their requirements to comply. Customer billing will also be checked during this time to ensure customers are being billed the appropriate amount per their service level. The results of this desk review will be provided to the County.

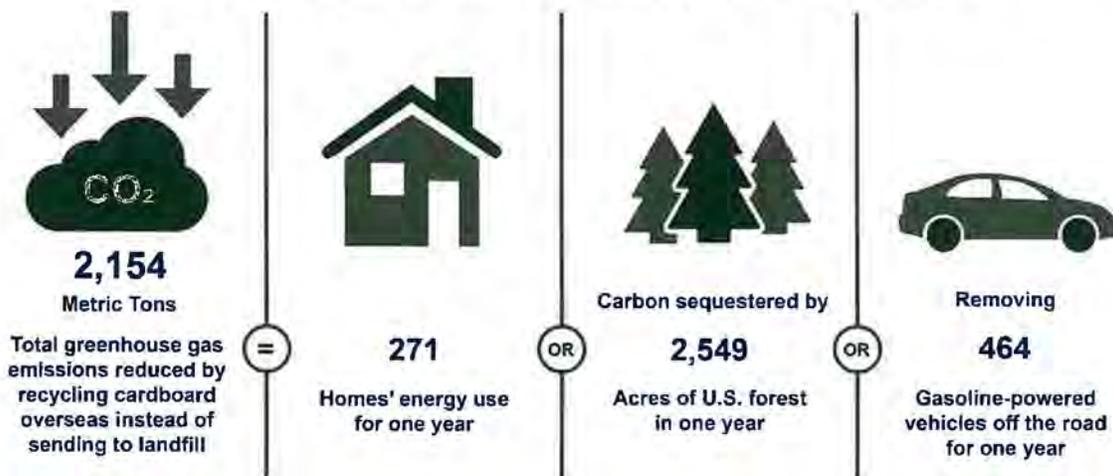
Reducing Air Emissions

Harrison’s approach to reducing air emissions is a combination of running a cleaner operation as described in this section and in our Operations Plan in [Section 4.2](#). Our fleet utilizes renewable natural gas with the latest near-zero NOx engines to reduce criteria air pollutants, in addition to renewable diesel, which is both a clean burning and climate friendly alternative to diesel. As compared to other haulers, we will have reduced vehicle miles traveled (VMT), which will in turn reduce the impact of our operations on local air quality. Harrison evaluates every level of our operations to determine more environmentally friendly alternatives. We are committed to clean air, clean soils, and a more resilient Ventura County.

Reducing Wear & Tear on County Streets

Our Proposal will reduce wear and tear on County streets and roads in the most direct way possible; by reducing the vehicle miles travelled on County streets. Harrison will achieve this by utilizing our own local facilities alongside those of our partners. ***In total, Harrison’s use of the closest facilities will mean more than 3.3 times fewer miles than other proposers that rely on out-of-county facilities.***

The reduced mileage alone that will be achieved by selecting Harrison will reduce the County’s direct transportation emissions by -2,154 MTCO₂e/year.



These reductions are achieved through the use of facilities that are much closer for all four of the center points of each service zone. Each mile of distance is a mile that must be travelled in return and in more GHG emissions. Using Oak Ridge National Laboratory's transportation metrics³ and diesel emissions factors from CARB⁴ these are quantified below.

Harrison uses closer, more centrally-location facilities than our competitors, which significantly reduces mileage, road impacts and GHG emissions, as shown in the tables below.

Organics	Harrison	Competition
Destination	Simi Valley /Limoneira / Mountain View (Varies by Zone)	Crown Valley Victorville
Average 1-Way Distance	43	134
Annual Mileage	330,416	1,403,539
MTCO _{2e}	504	2,140

Recyclables	Harrison	Competition
Destination	Gold Coast	Sun Valley MRF
Average 1-Way Distance	20	82
Annual Mileage	48,951	197,139
MTCO _{2e}	75	301

*It is assumed black container material would likely go to the nearest landfill under any hauler and has therefore not been included.

Harrison will be minimizing their VMTs, **CAP Program CTM-C**, by utilizing in-County facilities instead of hauling Ventura County's waste and recyclables to out-of-County facilities and into the high desert. **The VMTs for utilizing Harrison's Ventura County facilities totals 379,367 annual miles, where the competitor will travel 1,600,678 annual miles, and increase of 1,221,311 miles per year, or of over 320%.** The County Climate Action Plans shall identify measures to achieve an additional 5% overall reduction in VMTs by 2030, and 10% by 2040. While Harrison's can minimize their VMTs with in-County facilities, **using out-of-County facilities will increase VMTs by over 320%.**

Environmental Stewardship

Environmental Stewardship is the core of our business, as it should be for any business operating as an environmental service. Resource recovery is the primary purpose of our business, with trash collection being an unfortunate necessity. Harrison is working towards a zero-waste future where the black container waste stream is rendered obsolete, and all material that is produced can be recovered and eventually diverted from the landfill. Harrison takes this role seriously and sees environmental stewardship holistically beyond simply recovering waste.

³ https://digital.library.unt.edu/ark:/67531/metadc837814/m2/1/high_res_d/1029954.pdf

⁴ <https://ww2.arb.ca.gov/resources/documents/lcfs-pathway-certified-carbon-intensities>

Use of Local Vendors

Harrison has always put Ventura County first, which includes supporting our local businesses. Whenever possible we contract with local partners and source our supplies from local vendors. This further promotes the strength of our local economy and allows us to remain connected with our communities to better serve their needs. Examples of the local businesses we use include:



Aramark
Uniform Vendor



Saticoy Auto Parts (Carquest Auto Parts)
Auto Parts Supplier



Coast Truck Parts (Fleet Services Inc.)
Truck Repair Services



SC Fuels
Local Small Fleet Fuel Supplier

Franklin Truck Parts

Franklin Truck Parts
Truck Maintenance Services



Rush Truck Center
Truck Vendor



McCarty & Sons, Inc.
Towing Services Vendor



Venco
Street Sweeping and Storm Drain Cleaning



3rd Eye
Technology Vendor



Whisenhunt Communications
Public Relations and Marketing Partner

4.4.7 Innovative Green Approach

Harrison has been pushing climate solutions, technologies, and effective collection and diversion programs to reduce GHG emissions for many years. As such, Harrison has been using the best-available technology for reducing GHG emissions across our operations, particularly around fuels for our fleet of collection vehicles. We are not holding out for electrification to be made available before implementing changes that will result in reduction of GHG emissions.

Electric Collection Vehicle Technology

Harrison supports moving away from fossil-based fuel sources, but also recognizes that electric vehicles capable of doing the work that our collection vehicles and transfer fleet simply doesn't exist right now. For now, our vehicles use cleaner technologies that can be carbon neutral. These include LNG, renewable diesel, and RNG. RNG fuels are becoming more available can be produced in synergy with existing waste facilities through anaerobic digestion and are already certified as being carbon-negative by CARB. Further, these engines do not depend on the carbon-intensive and rare minerals mined overseas that are required to construct electric vehicle batteries. [Section 4.2.1](#) provides more details about the climate benefits of our collection fleet.



Innovative Facilities

Our compost facilities are utilizing the best available control technology for controlling odor and gas emissions. The Gold Coast Recycling Facility uses state-of-the-art sorting technology to maximize the amount and quality of the recyclables the facility produces. For more information about our state-of-the-art facilities, please see [Section 4.2.4](#).

Strategic Partnerships

Agromin has been a valuable partner for Harrison for decades and will continue to for the foreseeable future. Agromin is a future-oriented company that is innovating the organics recovery process and will assist Harrison and the jurisdictions we serve, to meet organics diversion targets in a cost-effective and environmentally friendly manner.

Supplier Partnerships

Harrison's nearly 100 years of experience has taught us the value of reliable equipment and supplies, and the importance of building relationships with our vendors. Our suppliers are all vetted and are selected on a pragmatic basis.

4.4.8 Compost Procurement

Harrison has calculated the amounts of organic waste-derived products that Ventura County will need to procure to meet SB 1383 requirements under Section 18993. The table below shows the amount of any type of good that would need to be procured in order to meet the requirements with that good alone. The procurement target can be met with a combination of these procured goods.

Unincorporated Ventura County			
Procurement	Ratio	Amount	Units
Diesel Gallon Equivalents - RNG	21	157,480	Diesel Gallon Equivalents (DGE)
kWh RNG electricity	242	1,814,768	KiloWatt-Hours
Heating Derived from Renewable Gas	22	164,979	Therms
650 kWh biomass conversion	650	4,874,376	KiloWatt-Hours
0.58 tons of compost	0.58	4,349	Tons
1 ton of mulch	1	7,499	Tons

Harrison can assist with both the provision and utilization of organic-waste derived procurement goods. Our partners at Agromin can produce mulch and compost which could be distributed to the public or public institutions to get credit towards these goals. Additionally, should unincorporated Ventura County procure RNG, Harrison could utilize its fleet as a consumer of this fuel towards SB 1383 credit. SB 1383 sets forth requirements for jurisdictions to procure organic waste derived goods to ensure a market for the newly diverted materials. For each jurisdiction, at least 0.08 tons per person per year of organic product equivalent is to be procured. For the County of Ventura this means procuring 4,349 tons of finished compost, 7,499 tons of mulch, or 164,979 of renewable gas.

The procurement targets can be met through most public procurement programs and can be delegated or contracted to the franchised hauler. ***Harrison will meet 100% of the procurement goals through our partner Agromin who manages a significant amount of organic materials throughout the State.*** More information about Agromin’s program is found in the pages that follow.



Harrison is committed to meeting 100% of the procurement targets for the County through the procurement of mulch/compost.





Agromin’s SB 1383 Procurement Services include the following provisions and services:

- 🌱 The County may provide an annual forecast, detailed by quarter, of its finished compost products needs to Agromin, so we can determine whether the product is available.
- 🌱 If the County is deficient in meeting its SB 1383 requirements, Agromin can provide outlets for finished products, provided their budget allows for the delivery of these products.
- 🌱 The County could require contractors working with public agencies to use Agromin’s compost and mulch, or equivalent, in local projects. Agromin would provide competitive pricing that would be based on the project volume and product needed.
- 🌱 The County could market Agromin’s finished products on their website, in outreach and education mailings, and to schools and institutions within Ventura County.



2920

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See separate PDF file.

Exhibit 9

Outreach and Education Plan

4.5 Education & Outreach Plan

Harrison is known for its exemplary service where customers are informed and supported as they navigate these essential waste reduction laws. Our Outreach Team will ensure clear instructions on how to use the containers, where to place materials appropriately, how to reduce waste through donation, reuse, on-site composting, and edible food recovery and to look for products made with or utilizing post-consumer content recycling.

Harrison is well prepared to implement an effective Education and Outreach Plan that complies with the requirements set forth in AB 341, AB 1826, and SB 1383 as well as working to ensure customers can comply with ease. An important part of our education and outreach strategy involves setting diversion goals and targets we hope to achieve for operations in Ventura County. By utilizing education and outreach along with accurate reporting and technical assistance, we will ensure the County is prepared for the essential reporting required by CalRecycle. The statewide goals to reduce organics from being disposed in landfills will be met through easily understandable labeling of containers, effective public education and outreach campaigns, efficient collection and processing programs, and in-depth inspections, auditing, and reporting.

Harrison will hire two (2) Sustainability/Compliance Coordinators who will be responsible for implementation of all aspects of our Outreach and Education Plan (during the transition and throughout the term of the Franchise Agreement), as well as all reporting required for compliance with State diversion requirements. Their job duties will include:

- ✓ Be the primary contact on issues related to AB 341, AB 1826, SB 1383, and contractual obligations;
 - AB 341, AB 1826, and SB 1383 implementation, including conducting on-site waste audits and providing written summary reports at least once per year for the first three (3) years of the Franchise Agreement term. Thereafter, on-site waste audits will be conducted for a minimum of fifty percent (50%) of MFDs, with the primary focus on complexes with the lowest program participation or diversion.
- ✓ Perform annual visits and provide outreach and education in support of meeting diversion requirements and State mandates;
- ✓ Provide all reports as needed for the County and CalRecycle;
- ✓ Perform a desk review of MFD complexes to assess their service needs, food scrap and organics collection programs, and conduct on-site visits and assessments, as needed;
- ✓ Assist with route reviews as needed to comply with the regulatory requirements;
- ✓ Maintain records of diversion programs, including collection, route audits, non-compliance notices, complaints and resolutions, etc.;
- ✓ Advise residents on the selection of collection services and container sizes to maximize diversion;



- ✓ Coordinate and conduct technical assistance, trainings, and onsite inspections with MFD managers;
- ✓ Prepare and conduct presentations to County entities, as necessary;
- ✓ Participate and represent Harrison in community events and activities;
- ✓ Post educational and outreach material on the designated portion of Harrison's website for Ventura County and social media platforms;
- ✓ Inform and educate residents on the full range of all services being offered, including container exchange and cleaning, Neighborhood Clean-Up Event annual events, and Bulky Waste collection, and availability of indoor food waste pails and containers.
- ✓ Create and distribute reports as required by Agreement and/or requested by the County.



4.5.1 Implementation

Initial customer education and outreach programs are described in our Transition Plan in Section 4.1.5 of this Proposal and begins with introducing Harrison as their new hauler (for new service areas in the southeast and southwest zones). Existing Harrison customers will receive a slightly different introductory notice that describes new collection services, diversion programs, and important details of the transition and ongoing operations. All customers will be provided with outreach materials that explain the State regulations on recycling and recovery of organics and how it may apply to them under the new Franchise Agreement.

Our education and outreach programs involve the development of outreach collateral and other printed materials, staffing at County-supported events, a County-specific website that fully explains the services and services rates, effectively promotes the diversion options offered to residents, and allows residents to submit service changes, inquiries, complaints, or queries, as well as other social media platforms. State-of-the-art public education and outreach materials will be sent to residents electronically via email, social media, and our interactive Ventura County-specific website.

Annually, the Education and Outreach Plan will be updated to include details on our efforts and provided to the County. The Plan will include measures to meet diversion targets, increase diversion, and participation in diversion programs, as well as, sorting and contamination problem areas that improvements can be maximized. Harrison will submit our draft Education and Outreach Plan no later than July 1st of each year to the County. The County will review and provide revisions to the draft within thirty (30) days of receipt and we will submit our final Education and Outreach Plan to the County by September 1st.

Upon award of the Franchise Agreement, we will meet with key County staff on a regular basis to review, at a minimum, program performance, current and anticipated activities, specific outreach

performed to promote high participation in diversion programs, ability for residents to change service levels, awareness of and participation in Bulky Waste Collection, methods to monitor contamination, residential service messaging on diversion programs.

We will be implementing a phased approach for our Education and Outreach Plan and associated activities. The following phases are described below.

Phase 1 Initial implementation plan meetings will take place between Harrison and the County to discuss a branded outreach campaign for the transition between services and provide review and feedback on all pieces of the planned campaign. This includes the website, social media platforms, other electronic materials, printed flyers, informational packets and brochures, and cart hangers, as needed.

Phase 2 Harrison Contract Manager, Collection Service Manager and/or Sustainability/ Compliance Coordinators will attend community events, meetings, workshops and provide presentations to HOAs and other community organizations. They will leverage existing communication channels, such as bulletin boards, newsletters, e-news, Nextdoor, and



Harrison will launch a mass media campaign that will include the following advertising platforms: bus shelter ads, billboards, movie theater ads, print ads and online ads (Google AdWords, Facebook, etc.).

other web-based platforms and Facebook pages. Harrison's website will be updated on a monthly basis or upon any updates to the transition schedule, to ensure the dissemination of information to all accounts in Ventura County. Further, an online system will be implemented to collect customer emails for use in outreach and marketing campaigns to complement all outreach campaigns.

All cart selection mailers will be sent out to customers to introduce Harrison as the new service provider and give customers the opportunity to select their service levels based on their needs. The mailer will highlight our website and online options for customer convenience. Harrison's existing CSR Call Center will be ready to receive local customer calls and inquiries generated from the media campaign. Customer accounts will be updated with the customer selections when mailers are returned to our main office, or when customers contact our CSRs through website, email, or phone calls. When cart selection mailers are received, the CSRs will input service level information into the SoftPak system, and a work order will be generated for the container delivery phase of the transition. Harrison will also begin auditing and targeting residents and MFD premises to confirm service levels, container locations, and the need for additional recycling services in Phase 2.

Phase 3 The final phase of our education and outreach campaign will consist of mailing all approved welcome packets to SFDs along with brochures and "how to" flyers to MFD customers. The website will be finalized and provide a comprehensive interactive platform that will feature special sections for single-family and multi-family sectors. Welcome and recycling guides will be affixed to all new carts with service information and be finalized in preparation for cart roll-out. A full description of our education and outreach plan during the implementation of services can be found in [Section 4.1.5](#).

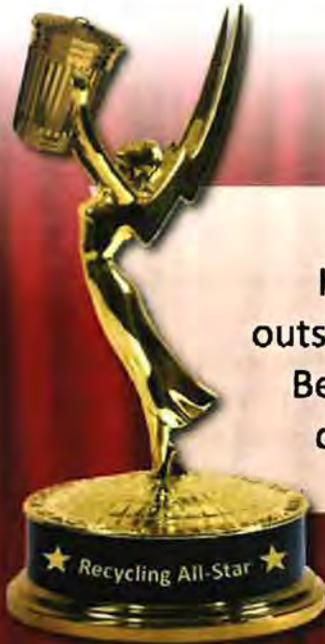
On-going Outreach and Education Programs

The following tables summarize all on-going education and outreach activities and resources that will be provided for all residential customers in the County of Ventura.

Education & Outreach Activities & Resources: Electronic		
Recycling Resource	Description	Distribution/Frequency
<p>Social Media Sites</p> 	<p>Update social media pages to highlight specific services, programs to reduce contamination and other relevant information (Nextdoor, Facebook, and other web-based platforms)</p>	<p>On-going, minimum of monthly</p>
<p>Website</p> <p>Scan QR to Visit!</p> 	<p>Harrison will have a County of Ventura specific website where it will present "how-to" information for participating in the collection and diversion programs. This will include information regarding proper container setouts, links to click on for additional resources, information about seasonal collection programs, Frequently Asked Questions, information about available Facilities, and what happens to their materials that are placed in each container. All educational materials will be posted on our website in PDF and/or video format. The website will publish the current rates and residents will have the opportunity to request outreach materials, site assessments and/or presentations.</p>	<p>On-going, as needed to describe any changes.</p>
<p>Starter Kits: MFDs only</p> 	<p>Outreach staff will ensure that all MFD complexes have "starter kits" for any new tenants. This will include information on organic and/or green waste diversion, and mandatory organics recycling that includes a service guide, posters, brochures, and labels for containers.</p>	<p>Delivered as needed to MFD complex for new tenants.</p>

Education & Outreach Activities & Resources: Electronic

Recycling Resource	Description	Distribution/Frequency
<p>Workshops/Presentations</p> 	<p>Harrison will visit homeowner associations, neighborhood groups, associations, MFD complexes to promote and explain the recycling programs and additional information to educate the groups on the importance of diverting materials from landfill. This will happen in person or via online platforms.</p>	<p>MFD complexes will be visited per our technical outreach schedule. A minimum of one presentation will be provided once a quarter to one of the various groups.</p>
<p>Press Release</p> 	<p>Produce a press release to advertise and promote all new programs as needed.</p>	<p>On-going, as needed</p>
<p>Quarterly "Trash Flash" Newsletter to SFD & MFD</p> 	<p>"Trash Flash" newsletters (in both English & Spanish) will be mailed to all residents. Newsletters cover a variety of topics that are targeted to recycling tips, HHW education, organics participation, prevention of contamination, proper container placement, upcoming holiday schedules, Harrison & County events, and much more.</p>	<p>4 times per year / Quarterly throughout Term of Agreement</p>



Harrison will recognize residents ("All-Stars") for their outstanding participation in recycling and organics programs. Beginning November 2024, "All-Stars" will be recognized during each November Board of Supervisors meeting.

Education & Outreach Activities & Resources: Print

Recycling Resource	Description	Distribution/Frequency
<p>Recycling & Organics Guide for SFDs</p> 	<p>Harrison will provide a "recycling guide" and "organics guide" specific to SFDs. This guide will reflect the service changes to the customer. In addition, the guide will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability and necessary preparation of materials for all SFD programs. A section of the guide will specifically address proper methods of handling and Disposal of Hazardous Wastes, Bulky Item Collection, and information about Harrison.</p>	<p>On-going, delivered once a year.</p>
<p>Recycling Guide for MFDs</p> 	<p>Harrison will provide a "recycling guide" specific to MFD complexes and customers. This guide will include information on collection methodologies, set out instructions, set out schedule, contact information, and acceptability, AB 341, AB 1826, and SB 1383 information.</p>	<p>On-going, delivered once a year.</p>
<p>MFDs ONLY: "How-to" Flyer: Recyclable Materials</p> 	<p>Harrison will prepare and distribute a "how-to" brochure explaining the Recycling Materials Collection Programs for MFDs.</p>	<p>On-going, delivered once a year.</p>
<p>MFD ONLY: "How-to" Flyer: Organic Materials</p> 	<p>Harrison will prepare and distribute a "how-to" brochure explaining the Organic Materials Collection programs for MFDs.</p>	<p>On-going, delivered once a year.</p>

***County Review of Print Materials.** Prior to distributing any printed material regarding Harrison's services under the Franchise Agreement, we will provide the County with ample time to review and provide comments. News releases and proposed trade journal articles will be provided to the County for review five (5) days in advance of release, except where noted.

4.5.2 Reducing Contamination

Ensuring residents are properly discarding materials into the correct container is an important element of our education programs and outreach activities. Compliance audits are an important step to reducing contamination and ensuring the requirements of AB 341, AB 1826 and SB 1383 are met. The resulting audit reports provide vital information about the success of the education programs and outreach activities. Harrison will ensure full compliance with the regulations by performing desk reviews of customers.



The Sustainability/ Compliance Coordinators will oversee the review of customer account information to evaluate if all residents are subscribed to the appropriate recycling and organics services. Reports will be printed from Soft-Pak that lists customers, by name and service address, and will include service levels and if customers have a waiver. This service level information will be reviewed to ensure all customers are subscribing to recycling and organic services and if waivers must be re-verified. Additionally, customers who appear to have inadequate service, or are not compliant, will be flagged for on-site visits and waste audits. All non-compliant generators will be provided additional outreach and education regarding their requirements to comply. Customer billing will also be checked during this time to ensure customers are being billed the appropriate amount per their service level. The results of this desk review will be provided to the County.

Waste audits will be added to site visits as necessary to adequately determine compliance with regulations and potential changes to service level requirements. Compliance audits are an important step when ensuring the requirements of AB 341, AB 1826 and SB 1383 are met. The resulting reports will provide vital information about the success of the programs. Harrison will ensure full compliance with the regulations by performing desk reviews of customer semi-annually.

Additional details on our Contamination Minimization Programs are discussed in [Section 4.4](#) of this Proposal.



4.5.3 Benefits of Participation

In addition to educating residents on how to properly discard materials and reduce contamination, we also include information on why participation in our collection and diversion programs is important and how it benefits not only the resident, but the community as a whole. Below are a few examples of the materials we've produced to educate our community on WHY recycling is important. We will continue to incorporate the benefits to why participation in our recycling and diversion programs are such an essential aspect of being environmental stewards.



As we approach our 90th year in Ventura County, as your local trash/recycle hauler, we have one thing to say to all our customers, employees and partners:

**Thank you
Together we are making
the world a better place.**

Harrison Industries is meeting our environmental goals because of each and every one of you. Without our residential customers' understanding and cooperation; without our commercial customers' allegiance to recycling; without our dedicated drivers' and tremendous team's environmental commitment; without the shared goals of our governmental partners throughout Ventura County and beyond, as well as the expertise of our business partners at Gold Coast Recycling and Agromin ... without each of these – without every one of you – our years of service simply would not have been possible.

Our commitments to community and the environment have been constant and will continue into the next generations. Together, we are making a difference. Together, WE are making our world a better and more sustainable place for our future generations.



Gold Coast Recycling & Transfer Station
A Division of Harrison Industries
(805) 642-9236
www.goldcoastrecovery.com
www.ejharrison.com • (805) 647-1414 • 1-800-41 TRASH



AGROMIN
1-800-AGROMIN
(805) 485-9200
www.agromin.com



4.5.4 Implementation at County Schools, County Facilities & Special Events



Harrison will develop and distribute educational materials geared for younger audiences, including an educational video, an activity book, and recycling posters that support our current collection and diversion programs in all schools in the County. Harrison will provide schools with copies of the video upon request for classroom use and this video can be made accessible on our website.

Harrison has a history of working closely with the community, including schools. Harrison is committed to successful implementation of recycling programs for all schools throughout Ventura County. Harrison will develop a specific education campaign, designed to provide age-appropriate educational information for school children and young adults on the importance of recycling and composting. The education campaign will include videos, various waste reduction activities, and multiple giveaways to engage students in presentations and messaging. More in-depth topics will be introduced for junior high, high-school and college levels, which will discuss all facets of recycling including GHG reductions (SB 1383) and global markets. These programs will also support local environmental, sustainability, and recycling clubs within the schools, if available. Harrison will ensure that appropriate school recycling resources are distributed annually to each campus by mail/in person.

Educational Program Highlights:

- ✦ Educational video
- ✦ Brochures including recyclable materials list, recycling tips, battery and bulb education
- ✦ Recycling curriculums
- ✦ Kid's activity flyers
- ✦ Posters
- ✦ Myth Busters
- ✦ Recycling art activities
- ✦ Annual on-site education programs
- ✦ Virtual and in-person tours at approved facilities
- ✦ Source reduction Programs
- ✦ Edible food and food access information
- ✦ Annual support and technical assistance
- ✦ HHW education

County Facilities



In addition to providing collection services and diversion programs at Ventura County schools, we will also implement collection services and diversion programs at County Facilities. Harrison's Sustainability/ Compliance Coordinators will be available to educate County staff on the requirements of AB 341, AB 1826, AB 1594, SB 1383, and other State regulations and advise appropriate personnel on correct methods and recommendations to properly participate in recycling and diversion programs at County Facilities.

We will provide County Facility personnel with our collection of educational materials, posters, container labels, "How-To Guides" etc. to ensure that all of the County's Facilities are participating in the diversion programs available for SFD and MFD customers. We will also educate and train staff and custodians on best practices for recycling, waste reduction and availability and use of in-house recycling and organics containers.

Special Events

Harrison will provide assistance to the County for collection services and diversion programs during special events, as described in the Franchise Agreement. We will attend public events and host booths to promote recycling education, diversion programs and environmental awareness. We will work closely with the County to identify which special events will be attended and assist with promoting such events.



REDUCE
what you use

REUSE
what you have

RECYCLE
what you can

REMEMBER ...
We only have one planet.
Do your part to save the world and recycle.




Harrison
Recycling & Waste Management

(805) 647-1818 • 1-800-417-RASH
www.ejharrison.com



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Exhibit 10 Acceptable Recyclable Materials

Recyclable Materials include but are not limited to:

Aluminum cans	Magazines/Catalogs
Aerosol cans	Newspaper
Aseptic containers	Paper
Brochures	Paper tubes
Cardboard	Phone books
Cereal boxes	Pizza boxes
Clothes hangers	Plastic containers #1-#7
Computer paper	Plastic film
Coupons	Plastic milk jugs
Envelopes	Plastic bags
Frozen food boxes and trays	Polystyrene (Styrofoam)
Glass bottles/jars	Tin cans
Glass cosmetic bottles	Tissue boxes
June mail	Wrapping paper
Laundry bottles	

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Exhibit 11 Rate Adjustment Calculation Worksheet

This exhibit describes the methodology for calculating the rate adjustments described in Section 6.4 for Annual Inflation Adjustment and Regulatory Fee Adjustments.

I. CALCULATING THE ANNUAL INFLATION ADJUSTMENT

Pursuant to Section 4.4 (Annual Inflation Adjustment), the following calculation shall be used to determine the appropriate adjustment to the CUSTOMER RATE based on an annual inflation adjustment. The annual inflation adjustment shall be applied to the BASE RATE.

A. Calculating the BASE RATE

- Step 1. Identify the existing CUSTOMER RATE.
- Step 2. Identify the current percentage of COUNTY REGULATORY FEES applied to the CUSTOMER RATE.
- Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.
- Step 4. Deduct this amount from the existing CUSTOMER RATE.
- Step 5. Identify the current Integrated Waste Management Program (CIWMP) Fee applied to the CUSTOMER RATE and deduct this amount from the amount left in Step 4. This is the BASE RATE.

To calculate the CIWMP Fee that is applied to the CUSTOMER RATE, multiply the current CIWMP Fee rate, (i.e., 50 cents/ton of refuse disposed) by the most current estimate of annual refuse tons generated in the SERVICE AREA. This tonnage estimate shall be calculated based on the CONTRACTOR'S submittal of the most recent four quarters of refuse data provided to the COUNTY pursuant to Article 19, (Record Keeping and Reporting Requirements). Add the approved refuse tons for all four quarter and divide this amount by the number of RESIDENTIAL CUSTOMERS in the SERVICE AREA. Divide this number by 12. This amount shall equal the current CIWMP Fee per month that is applied to the CUSTOMER RATE.

Example BASE RATE Calculation:

- Example Step 1. CUSTOMER RATE = \$35.00
- Example Step 2. COUNTY REGULATORY FEES = 11.25%
- Example Step 3. $\$35.00 * .1125 = \3.94
- Example Step 4. $\$35.00 - \$3.94 = \$31.06$
- Example Step 5. Current CIWMP Fee = $\$0.05/\text{ton} * 1,000 \text{ annual refuse tons} = \50
 $\$50/500 \text{ RESIDENTIAL CUSTOMER}/12 \text{ months} = \0.008
 $\$31.06 - .008 = \$31.05 = \text{new BASE RATE}$

B. Calculating the Annual Percentage Change in the CPI

- Step 6. Calculate the twelve (12) month average CPI ending September of the most recent year (regardless if a projection is deemed "preliminary").

- 2985 Step 7. Calculate the twelve (12) month average CPI ending September of the preceding year.
- 2986
- 2987 Step 8. Subtract the previous period from the current period.
- 2988
- 2989 Step 9. Divide this difference by the "previous period" CPI. This equals the total Annual
- 2990 Percentage Change in CPI. This is the allowable Annual Percentage Change in CPI that
- 2991 will be applied to the BASE RATE.
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Example Calculation of Annual Percentage Change in the CPI

- 2993
- 2994
- 2995 Example Step 6. Current 12 month CPI average = 147
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- 2997 Example Step 7. Previous 12 month CPI average = 143.5
- 2998
- 2999 Example Step 8. $147 - 143.5 = 3.5$
- 3000
- 3001 Example Step 9. $3.5/143.5 = 2.44\%$ (total Annual Percentage Change in CPI, applied to BASE
- 3002 RATE)
- 3003

C. Applying the Annual Percentage Change in CPI to the Base Rate

- 3004
- 3005
- 3006 Step 10. Multiply the BASE RATE calculated in Step 5 by the Annual Percentage Change in CPI
- 3007 calculated in Step 9. Add to BASE RATE.
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- 3009 Step 11. Add the REGULATORY FEES identified in Step 2 by dividing the BASE RATE (inclusive
- 3010 of CPI) by the inverse (.8875).
- 3011
- 3012 Step 12. Add the CIWMP Fee calculated in Step 5 to this amount. This is the new CUSTOMER
- 3013 RATE.
- 3014

Example Calculation Applying Inflation Adjustment to BASE RATE:

- 3015
- 3016
- 3017 Example Step 10. $\$31.05 * 2.44\% = \0.76 ; $\$31.05 + \$0.76 = \$31.81$
- 3018
- 3019 Example Step 11. $\$31.81/0.8875 = \35.84
- 3020
- 3021 Example Step 12. $\$35.84 + \$0.008 = \$35.85$ (New CUSTOMER RATE)
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D. Calculating the Rate Multiplier for Other Residential Rates

II. CALCULATING THE REGULATORY FEE ADJUSTMENT

Pursuant to Section 4.5 (Regulatory Fee Adjustment), the following calculation shall be used to determine the appropriate adjustment to the CUSTOMER RATE based on a change in COUNTY REGULATORY FEES. There are three COUNTY REGULATORY FEES that may be adjusted: the Collector Fee, the Waste Management Fee, and the California Integrated Waste Management Program Fee (CIWMP).

- 3032
- 3033 Step 1. Identify the existing CUSTOMER RATE.
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- 3035 Step 2. Identify the current percentage of the COUNTY REGULATORY FEE being adjusted.
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- 3037 Step 3. Multiply the amount in Step 1 by the fee percentage identified in Step 2.
- 3038
- 3039 Step 4. Deduct this amount from the existing CUSTOMER RATE.
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- 3041 Step 5. Identify the new percentage of COUNTY REGULATORY FEES.
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 3043 Step 6. Divide the base rate from Step 4 by the inverse of the new percentage of COUNTY
 3044 REGULATORY FEES. This is the new CUSTOMER RATE.
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 3046 Step 7. Divide the new CUSTOMER RATE by the CUSTOMER RATE identified in Step 1. This
 3047 is the rate multiplier to be applied to Single Family Dwelling additional containers, mini-
 3048 cart and bin services and Multi-Family Dwelling services.
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Example Calculation for a Change in the Collector Fee and/or Waste Management Fee

- 3051
 3052 Example Step 1. CUSTOMER RATE = \$35.00
 3053
 3054 Example Step 2. COUNTY REGULATORY FEE = 11.25%
 3055
 3056 Example Step 3. $\$35.00 * .1125 = \3.94
 3057
 3058 Example Step 4. $\$35.00 - \$3.94 = \$31.06$
 3059
 3060 Example Step 5 New COUNTY REGULATORY FEE = 12%
 3061
 3062 Example Step 6. $\$31.06 / .88 = 35.30$ (New CUSTOMER RATE)
 3063
 3064 Example Step 7. $\$35.30/\$35.00 = 1.01$ (New Rate Multiplier)
 3065 **Example Calculation for a Change**
 3066 **in the CIWMP Fee**
 3067
 3068 Example Step 1. CUSTOMER RATE = \$35.00
 3069
 3070 Example Step 2. Existing COUNTY REGULATORY FEE = \$0.05/per ton disposed
 3071
 3072 Example Step 3. $\$0.05/\text{ton} * 1,000 \text{ annual refuse tons} = \50
 3073 $\$50/500 \text{ RESIDENTIAL CUSTOMERS}/12 \text{ months} = \0.008
 3074 (For more detail on this calculation, see "BASE RATE" calculation, Example Step
 3075 5)
 3076
 3077 Example Step 4. $\$35.00 - .008 = \34.99
 3078
 3079 Example Step 5. New COUNTY REGULATORY FEE = \$0.10/per ton disposed
 3080
 3081 Example Step 6. $\$0.10/\text{ton} * 1,000 \text{ annual refuse tons} = \100
 3082 $\$100/500 \text{ RESIDENTIAL CUSTOMERS}/12 \text{ months} = \0.016
 3083
 3084 $\$34.99 + .016 = \35.01
 3085
 3086 Example Step 7. $\$35.01/\$35.00 = 1.000$

