



yard waste



food waste



recyclables



trash



FRANCHISE AGREEMENT between the City of San Buenaventura & E.J. Harrison & Sons, Inc.

For collection, sweeping, diversion, and disposal of solid waste and collection and transport for processing of organic waste and recyclable materials.

CITY OF
VENTURA
ENVIRONMENTAL SUSTAINABILITY
www.cityofventura.net/es

Effective Date: September 1, 2016

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ORDINANCE NO. 2016-007

ORDINANCE OF THE CITY OF SAN BUENAVENTURA GRANTING TO E. J. HARRISON & SONS, INC., A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT, PRIVILEGE, AND FRANCHISE FOR COLLECTION, STREET SWEEPING, DIVERSION, AND DISPOSAL OF SOLID WASTE, AND COLLECTION AND TRANSPORT FOR PROCESSING OF ORGANIC WASTE AND RECYCLABLE MATERIALS WITHIN SAID MUNICIPALITY AS THE SAME MAY NOW OR MAY HEREAFTER EXIST

THE COUNCIL OF THE CITY OF SAN BUENAVENTURA FINDS AND DETERMINES AS FOLLOWS:

RECITALS

1. The Legislature of the State of California, by enactment of California Integrated Waste Management Act of 1989 (Division 30, of the California Public Resources Code, commencing with Section 40000), declares that it is within the public interest to authorize and require local agencies to make adequate provisions for solid waste handling within their jurisdictions; and,
2. The Legislature of the State of California, by enactment of Assembly Bill 341 (Public Resources Code Section 40004 and Chapter 12.8, commencing with Section 42649) requires that each jurisdiction implement a commercial solid waste recycling program that consists of education, outreach, and monitoring of businesses that is appropriate for that jurisdiction and is designed to divert commercial solid waste from businesses; and,
3. The Legislature of the State of California, by enactment of Assembly Bill 1826 (Mandatory Commercial Organics Recycling; Public Resources Code Chapter 12.9, commencing with Section 42649.8), requires businesses to recycle their organic waste on and after April 1, 2016, depending on the amount of waste they generate per week, and this law also requires that on and after January 1, 2016, local jurisdictions across the state implement an organic waste recycling program to divert organic waste generated by businesses, including multifamily residential dwellings; and,
4. In the opinion of the Council of the City of San Buenaventura ("City Council"), the public health, safety, and well-being require that the collection, transportation, and recycling, or disposal of solid waste, including, but not limited to, the frequency and means of such collection, transportation, and recycling, or disposal, and the charges and fees therefor, be provided by contract without competitive bidding; and,

5. The City Council further declares its intention of maintaining reasonable rates for the collection, transportation, recycling, and/or disposal of solid waste; and,
6. The Parties previously entered into the following agreements: "General Refuse Permit Renewal," dated July 1, 1993; "Agreement for the Collection of Recyclable Materials," dated February 26, 1991; "Agreement For Collection, Diversion, and Disposal of Solid Waste and Collection and Transport for Processing of Green Waste and Recyclable Materials," dated November 26, 1993; and "Franchise Agreement for the Collection of Refuse, Recyclable Materials and Green Waste Materials," dated March 1, 2000, along with the respective amendments thereto; and,
7. The City Council, having determined that E.J. Harrison & Sons, by demonstrated experience, reputation, and capacity is qualified to continue to provide for both the collection of solid waste within the corporate limits of the City and the transportation of such solid wastes to appropriate places of processing, recycling, and disposal, desires that Grantee be retained to perform such services on the bases set forth in this Agreement.
8. The parties hereto desire to replace their Franchise Agreement of July 31, 2006, and its amendments by this new Agreement.

Now, therefore, the Council of the City of San Buenaventura does hereby ordain as follows:

SECTION 1. GRANT OF FRANCHISE

In accordance with Article XIV of the City Charter and Section 6.450.010, et seq. of the San Buenaventura Municipal Code ("SBMC"), the Council of the City of San Buenaventura, a charter city and municipal corporation of the State of California ("City"), hereby grants to E. J. Harrison & Sons, Inc., a California corporation ("Grantee"), its successors and assigns, subject to the terms and conditions herein contained, an exclusive right, privilege, and franchise, subject to each and all of the terms and conditions contained in this ordinance, and subject to the Charter of the City, for collection, sweeping, diversion, and disposal of solid waste, and collection and transport for processing of green waste and recyclable materials. Any activities or uses not specifically authorized under this Franchise are prohibited. Hereafter in this Franchise, City and Grantee may be individually referred to as "Party" and collectively as "Parties."

SECTION 2. INTERPRETATION OF FRANCHISE

A. Words and Phrases

Whenever in this ordinance the words or phrases in this Section 2 are used, they shall have the respective meanings assigned to them in the following definitions.

B. Definitions

For purposes of this Agreement, unless a different meaning is clearly required, the following terms shall have the following meanings:

1. "Agreement" means this Agreement between City and Grantee for Collection, Sweeping, Diversion, and Disposal of Solid Waste and Collection, and transport for processing of Recyclable and Organic Waste Materials, including all exhibits, and any future amendments hereto.
2. "Bulky Waste" means discarded, large household appliances, furniture, tires, carpets, mattresses, and similar large items which require special handling due to their size, but can be collected without the assistance of special loading equipment (such as fork lifts or cranes) and without violating vehicle load limits. It does not include abandoned automobiles.
3. "City" means the City of San Buenaventura, a charter city and municipal corporation of the State of California, and all the territory lying within the municipal boundaries of the City as presently existing or as such boundaries may be modified during the Term, acting through its City Council or the City Manager.
4. "Collection(s)" means collection of Solid Waste and its transportation to the Designated Disposal Site or the collection of Recyclable Material and Organic Waste and its transportation to the Designated Processing Facility.
5. "Compactor" means a mechanical apparatus that compresses Solid Waste.
6. "Grantee" means E. J. Harrison & Sons, Inc., a California corporation.
7. "Construction / Demolition Debris" means used or discarded construction materials removed from a premises during the construction, renovation, or razing of a structure.
8. "Consumer Price Index" ("CPI") shall be the Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside-Orange County, CA Area, not seasonally adjusted, all items index, annual average.
9. "Delivery" of Solid Waste, Recyclable Materials, or Organic Waste by a Generator shall be deemed to occur when Solid Waste, Recyclable Materials, or Organic Waste are deposited in a receptacle or at a location that is designated for collection pursuant to the City's Municipal Code.
10. "Designated Disposal Site(s)" ("DDS") means the Solid Waste facility or Material Recovery Facility or facilities approved by the City for the ultimate disposal (by Grantee) of Solid Waste collected by the Grantee.

11. "Designated Processing Facility" ("DPF") means any properly licensed and permitted plant or site used for the purpose of sorting, cleansing, treating, reconstituting and marketing Recyclable Materials, and/or Organic Waste approved by the City.
12. "Designated Waste" means non-hazardous waste which may pose special disposal problems because of its potential to contaminate the environment and which may be disposed of only in Class II disposal sites, or Class III disposal sites pursuant to a variance issued by the California Department of Health Services. Designated Waste consists of those substances classified as designated waste by the State of California, in 23 California Code of Regulations Section 2522.
13. "Disposal" means the final disposition of Solid Waste collected by the Grantee at a DDS approved by the City.
14. "Food Waste" means a waste material of plant or animal origin that results from the storage, preparation, cooking, handling, or processing of food for animal or human consumption; and that is separated from the municipal solid waste stream.
15. "Generator" means the owner or occupant of premises, including businesses, which initially produces Solid Waste and/or Recyclable Materials and/or Organic Waste.
16. "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches, and dead trees, any type of non-chemically treated wood or lumber and similar materials generated at Premises.
17. "Hazardous Waste" means all substances defined as hazardous waste, acutely hazardous waste, or extremely hazardous waste by the State of California in Health and Safety Code Sections 25110.02, 25115, and 25117, or in future amendments to or recodifications of such statutes, or identified and listed as hazardous waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901, et seq.), and all future amendments thereto.
18. "Household Hazardous Waste" means hazardous waste generated at residential Premises within the City and delivered by the owner or occupant of such Premises to a drop-off site, to be specified by the City.
19. "Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities and other similar establishments which are identified in Health and Safety Code Section 25117.5.
20. "Illicit Discharge" means any release to the storm drain system of any substance that is prohibited to be discharged under local, state, or federal statutes, ordinances, codes, or regulations.

21. "Material Recovery Facility/Transfer Station" ("MRF/T") shall mean the facility in which Recyclables, Source Separated Collections, and Commercial Diversion Collections are separated and processed in such a manner as to make the finished product marketable, and non-recyclable solid waste may be received and transferred for disposal.
22. "Multi-Family Residences" means a complex of dwelling units the residents of which place their solid waste in a container or containers (commercial bin) of at least one (1) cubic yard capacity, with a lid, that is serviced by a truck with a hydraulic lifting device.
23. "Ordinance" means the City's Municipal Code dealing with Solid Waste and Recyclable Materials as it currently exists and as it may be amended from time to time.
24. "Organic Waste" means Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.
25. "Person" means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Ventura, and special purpose districts.
26. "Premises" means any land or building in the City where Solid Waste is Recyclable Material(s) and/or Organic Waste generated or accumulated.
27. "Recyclable Material(s)" means those materials designated by Grantee and the City that will be processed for marketing. The current schedule of materials that qualify as Recyclables is shown in the Implementation Plan, attached hereto as Exhibit A and incorporated herein by reference, and may be changed from time to time by mutual agreement of the Parties in writing. The City Manager or designee may exercise authority to make such changes on behalf of the City. Recyclables does not include Food Waste, Green Waste or other types of Organic Waste.
28. "Recycling" means the process of collecting, sorting, cleansing, treating, reconstituting, and/or marketing Recyclable Materials, Organic Waste, and Organic Waste which would otherwise be disposed of in a landfill. The collection, transportation, or disposal of Solid Waste not intended for, or capable of, reuse is not Recycling.
29. "Recycling Contract" means and refers to that certain contract entered into by and between the City and Gold Coast Recycling, Inc., a California corporation, dated May 1997, for the maintenance and operation of an MRF/T and any amended or successor contract.
30. "Residuals" means that portion of collections delivered to the DDS or DPF that is left over and must be disposed of after the collections have been processed to recover Recyclables and/or Organic Waste at the DDS or DPF.

31. "Roll-off" means a container for the placement of large volumes of solid waste that may or may not have a Compactor attached and may also be known as a "debris" box or "drop box."

32. "Residential" means a dwelling unit other than multi-family, the resident of which places solid waste in a container(s) that typically holds a capacity of thirty-four (34), sixty-four (64) or one hundred (100) gallons.

33. "Solid Waste" means all putrescible and non-putrescible solid, semi-solid, and liquid waste accumulated or delivered for collection and disposal within the City and includes, but is not limited to, Construction/Demolition Debris and Bulky Waste. Solid Waste does not include the following:

- (a) Hazardous Waste,
- (b) Medical Waste,
- (c) Recyclable Materials,
- (d) Green Waste,
- (e) Food Waste

34. "Source Separated" means the segregation, by the Generator, of materials designated for separate collection for some form of material recovery or special handling.

35. "Street Sweeping Services" means the process of removing debris and cleaning City streets and other specified locations at frequencies and in a manner consistent with the provisions of this Agreement.

36. "Unicycle Program" means a collection service provided to commercial customers and residential rental bin customers. The Solid Waste and Recyclables collected via this service will be sorted for Recyclable Materials at the City DPF. Green Waste and Food Waste that is separated from the municipal solid waste stream is banned from Unicycle bins.

37. "Waste Management Plan" means a plan submitted to the City, in accordance with the California Green Building Standards Code (CalGreen) (California Code of Regulations, Title 24, Part 11) that requires all new residential, commercial, and mixed use construction projects to complete a Waste Management Plan and divert Construction/Demolition Debris generated during construction.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF GRANTEE

A. Corporate Status

Grantee is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. It is qualified to transact business in the State of California, and has the corporate power to own its properties and to carry on its business as now owned and operated and as required by this Franchise.

B. Corporate Authorization

Grantee has the authority to enter into and perform its obligations under this Franchise. The Board of Directors of Grantee (or the shareholders, if necessary) have taken all actions required by law, its articles of incorporation, its bylaws, or otherwise to authorize the execution of this Franchise. The persons signing this Franchise on behalf of Grantee have authority to do so.

SECTION 4. TERM OF FRANCHISE

A. Effective Date

The effective date of this Franchise shall be September 1, 2016.

B. Term

The term of this Franchise shall be ten (10) years, which shall commence on the Effective Date and shall end at midnight on August 31, 2026, unless extended pursuant to Section 4.C., or terminated pursuant Sections 13 or 14 of the Franchise.

C. Extension of Term

This contract shall allow for three (3) extensions of the Term for a maximum period of five (5) years per extension, subject to the following conditions:

No later than two years prior to the expiration of the then current term, whether the original term or the extended term, Grantee may submit to City a written request for an extension, along with the information, data, records, and reports documenting to the satisfaction of the City that, during that portion of the Term to date, Grantee has met each of the conditions set forth in this Franchise. Within one hundred eighty (180) days of the date the request for an extension of the Term is received, City shall provide written notice to Grantee of rejection or acceptance of Grantee's request. If City determines that Grantee has satisfied the conditions set forth in this Franchise for the first two (2) extension periods, City shall accept Grantee's request and shall extend the Term for up to the final five-year period.

D. Conditions to Effectiveness of Franchise

This Franchise shall become effective subject to the following conditions, which may be waived in whole or in part by the City, except as to Acceptance.

1. Accuracy of Representations. The representations and warranties made by Grantee in Section 3 of this Franchise are true and correct on and as of the Effective Date.
2. Absence of Litigation. There is no litigation pending as of the Effective Date in any court challenging the award or execution of this Franchise or seeking to restrain or enjoin its performance.

3. Acceptance of Franchise. The Grantee of any franchise granted under this article shall, within ten days after such franchise is granted, file with the clerk a written acceptance of the terms and conditions thereof. When an acceptance is filed by Grantee, such acceptance shall constitute a continuing Franchise of the Grantee that if and when the City shall thereafter annex or consolidate with additional territory, any and all Franchise rights and privileges herein shall extend to such territory.

SECTION 5. SCOPE OF FRANCHISE

A. Solid Waste Collection and Disposal

Subject to Section 4.D herein, Grantee agrees to provide for street sweeping services as additional consideration for this Franchise, for the Term and within the scope set forth in this Franchise.

B. Curbside Collection of Recyclable/Green Waste Materials

As an additional consideration for this Franchise, Grantee shall have the exclusive right to collect and remove from Residential, Multi-Family, Commercial, and Industrial sectors in the City, the Recyclable Materials shown in the Implementation Plan, and Green Waste which has been segregated from Solid Waste and placed at the curbside or in a designated container for disposal.

C. Curbside Collection of Food Waste

Grantee shall have the exclusive right to collect and remove Food Waste from Residential, Multi-Family, Commercial, and Industrial sectors in the City. Food Waste includes materials shown in the Implementation Plan which have been segregated from Solid Waste and placed at the curbside or in a designated container for disposal. The exception to this exclusive right includes commercial or industrial businesses that backhaul or donate Food Waste as part of their corporate policies and practices.

D. Transportation to Designated Processing Facility

Grantee shall provide specially designed and painted vehicles for collection and transportation of Recyclable Materials and Organic Waste to the DPF on behalf of the City and shall follow the rules and regulations of the DPF in doing so.

E. Relationship with Processing Facility

The City recognizes that a good relationship between the Grantee and the DPF is critical to the success of the City's Solid Waste management system, and the City agrees to work to ensure that the Grantee and DPF fully cooperate toward meeting the City's Solid Waste management goals.

F. Landfill Disposal of Recyclable and Source Separated Organic Materials

No Recyclable Materials or Organic Waste that has been source separated from Solid Waste, collected under this Franchise, shall be disposed of at a landfill or other

disposal facility in lieu of recycling or composting the material without the express written approval of the City Manager or designee. If Grantee believes that it cannot divert the Recyclable Material or source separated Organic Waste from landfill disposal, then it shall prepare a written request for approval by the City to dispose of such material in a landfill. Such request for approval shall contain the bases for its request, describe the Grantee's efforts to arrange for the diversion from landfill disposal of such material, the period required for such disposal, the incremental costs or cost savings resulting from such disposal, and any additional information supporting the Grantee's request. The City shall consider and inform Grantee in writing of its decision within ten (10) days. If the City approves such request, any difference in the cost of such disposal shall be provided for in an adjustment to the rates as a pass through (either increasing or decreasing such rates).

G. Transportation to Designated Disposal Site

Grantee shall transport to, and dispose of all Solid Waste collected under this Franchise, at the DDS or DPF, and shall follow the rules and regulations of the Designated Site/Facility.

H. Scope of Franchise: Exclusions

The granting of this Franchise shall not preclude the categories of materials listed below from being delivered to and collected and transported by others, as permitted under Section 6.500.230 of the SBMC, provided that nothing in this Franchise is intended to, nor shall be, construed to excuse any person from obtaining any authorization from the City which is otherwise required by law:

1. Recyclable Materials separated from Solid Waste by the Generator and for which Generator is compensated for said materials or not charged for the service by a collector as may be licensed or permitted by the City who shall not receive value from the Generator for the collector's services to the Generator;
2. Recyclable Materials and Organic Waste which are separated at any Premises and which are transported personally by the owner or occupant of such Premises (or by that person's full-time employees) to a collection or processing facility;
3. Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et. seq., California Public Resources Code;
4. Green Waste removed from a Premises by a gardening, landscaping, or tree trimming Grantee as an incidental part of a total service offered by that Grantee rather than as a hauling service and tree trimmings, clippings, and all similar materials generated at parks, and other City-maintained premises, which are collected and transported by the City to a disposal site or facility;
5. Construction/Demolition Debris removed from a Premises by a licensed demolition or construction Grantee using its own employees and equipment

as an incidental part of a total service offered by that Grantee rather than as a hauling service;

6. Animal waste and remains from slaughterhouses or butcher shops for use as tallow;

7. Solid Waste which is generated at any Premises and which is transported personally by the Generator of such Premises (or by that person's full-time employees) to a licensed public solid waste disposal facility in a manner consistent with the City's Municipal Code and other applicable laws;

8. By-products of sewage treatment, including sludge, grit, and screenings.

9. Pre and post-consumer Food Waste generated by commercial or industrial businesses that compost or donate Food Waste as part of their corporate policies and practices.

10. Waste and recycling containers maintained by the City in public rights of way for public trash disposal. The City may empty these public containers using City employees (not Grantee's employees) for deposit in a Harrison trash/recycle bin or Roll-off for collection by Harrison at regular commercial/Industrial rates.

SECTION 6. WASTE COLLECTION SERVICES

A. General

The work to be done by Grantee pursuant to this Franchise shall include the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required.

The work to be done by Grantee pursuant to this Franchise shall be accomplished in a thorough and professional manner so that the residents and businesses within the City are provided reliable, courteous and high-quality collection and street sweeping services at all times.

The enumeration of, and specification of requirements for, particular items of labor or equipment, or particular aspects of service quality, shall not relieve Grantee of the duty to accomplish all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Franchise or not.

B. Residential Solid Waste Collection Services

Grantee shall collect Solid Waste generated at Residential Premises within the City and delivered to the curbside for collection in approximately 34-gallon, 64-gallon, or 100-gallon plastic carts not less than once per week. Grantee shall provide such carts for residential customers in accordance with the Implementation Plan. Grantee shall provide to residential customers four Bulky Waste items during two pick-ups per

year without charge. Grantee may make special arrangements with Generators and charge for the collection and disposal of Bulky Waste in excess of four items in a calendar year.

C. Multi-Family Residential/Commercial/Industrial Solid Waste Collection

Grantee shall collect and dispose of all Solid Waste generated at Multi-Family Residences, Commercial, and Industrial Premises within the City and placed in a suitable container not less than once per week. Grantee shall collect and dispose of all Solid Waste generated at any Premises within the City and placed in a Roll-off on an as-needed basis. Any additional costs associated with such bins shall be reimbursed to the Grantee by the customer.

D. Residential / Multi-Family Residential Recycling and Green Waste

Grantee shall prepare and distribute to all Residential customers, including those in multi-family facilities, written material promoting and explaining its Recycling and Green Waste services.

Grantee shall provide each Residential customer in the City with one (1) approximately sixty-four (64) gallon container for Recyclable Materials and one (1) approximately one-hundred (100) gallon container for Green Waste and shall replace containers that have been lost, missing, broken, or stolen. Customers may order additional containers for the rates established in the Rate Resolution, Exhibit B.

Grantee shall cooperate with the City's community councils and community service groups by providing and servicing a Roll-off at no cost to the community organization for organized beautification efforts and events, when these events qualify and are approved in advance by the City.

Grantee shall provide a container for Recyclable Materials at each location of a solid waste container for Multi-Family Residences. Grantee shall provide appropriate Green Waste containers for Multi-Family Residences.

Grantee shall collect the Recyclable Materials listed in the Implementation Plan from such containers not fewer than once biweekly for Residential, and not fewer than once per week for Multi-Family, and transport the Recyclable Materials to the DPF. Grantee shall collect Green Waste not fewer than once biweekly for Residential, and not fewer than once per week for Multi-Family, and transport the Green Waste to the DPF.

No bin or barrel provided for Solid Waste or Recyclable Materials shall be used for disposal of Green Waste.

1. Exception to Green Waste Service.

Any condominium, planned unit development, or homeowner's association which has individual barrel service may be exempted from the requirement for Green Waste service by the City if it meets the following conditions:

(a) The Green Waste is generated by maintenance of its common area disposed of by its landscape contractor(s) at a legally authorized disposal site or processing facility. The landscape contractor's disposal responsibility must be described in writing in the contract with its landscape contractor(s); and,

(b) No individual units of an association have either privately owned patio or yard areas, or easements over the common area for private yard or patio areas; and,

(c) It has recycling service, either by "white" bins or by individual recycling barrels.

2. In the alternative, any of them may be exempted under the following conditions:

(a) It composts all of the Green Waste created by maintenance of its common area on its property. The composting requirements must be described in writing in its contract with its landscape contractor(s); and,

(b) No individual units of the association have either privately owned patio or yard areas; or easements over the common area for private yard or patio areas; and,

(c) They have recycling service, either by "white" bins or by individual recycling barrels.

(3) Any condominium, planned unit development, or homeowner's association which has bin service for solid waste shall be exempted from the requirement for Green Waste service, if:

(a) It has the Green Waste generated by maintenance of its common area disposed of by its landscape contractor(s) at a legally authorized disposal site or processing facility. The landscape contractor's disposal responsibility must be described in writing in the contract with their landscape contractor(s); or

(b) It composts all of the Green Waste created by maintenance of its common area on its property. The composting requirements must be described in writing in its contract with its landscape contractor.

E. Commercial Recycling, Unicycling, and Green Waste

Grantee shall prepare and distribute to all customers written material promoting and explaining its commercial Recyclable Materials, Unicycling, and Organic Waste services.

Grantee shall provide Recycling to commercial Generators as follows. Grantee shall collect from white bins the Recyclable Materials listed in the Implementation Plan in accordance with the schedule developed with the Generator. Grantee shall collect the Unicycle Bins at least once a week or in accordance with the schedule developed

with the Generator. Thereafter, Grantee shall transport the Recyclable Materials or Unicycle Waste to the City's DPF. Grantee shall take all steps necessary to ensure that all commercial Generators are participants in either a source separated recycling program or the Unicycle program.

Under the Unicycle program, the Generator is responsible for separating and bagging all messy solid waste as designated by Grantee. Any Generator designated by the Grantee as a participant in the Unicycle program, who has failed to comply with the program for a period of ninety (90) days after notice of noncompliance by the Grantee may be charged a higher rate for trash service as set out in the City Rate Resolution, Exhibit B. A Generator paying the higher rate, who complies with the program continuously for a ninety-day period will pay the regular commercial rate for the next billing cycle after the end of the 90-day period.

Grantee shall expand Green Waste services to Commercial Generators as follows. Any Commercial Generator, who does not have an outside landscaping service that currently generates and disposes of Green Waste in their trash equaling 100 gallons or more per week, will be offered Green Waste service by the Grantee with no increase to their monthly rate.

F. Organic Waste Recycling

Grantee shall prepare and distribute to all customers written material promoting and explaining its Organic Waste recycling services and the exceptions thereto.

1. The Grantee must provide Organic Waste collection and processing to businesses that are required to comply with Assembly Bill 1826, the Mandatory Commercial organics Recycling Act (Public Resources Code Chapter 12.9, commencing with Section 42649.8). Implementation of the following schedule shall be subject to the availability of the permitted organics processing facility with sufficient processing capacity located within a distance determined to be reasonable by both Parties.
2. The City Environmental Services Manager must approve of any collection method or process used in the collection and processing of Organic Waste.
3. By January 1, 2017, Grantee shall provide the City with an Organic Waste recycling rate structure for commercial Generators that is mutually agreed upon by the City and Grantee.
4. Within twelve (12) months of the date of this Franchise, the Grantee shall provide a rigorous strategic plan for comprehensive and innovative commercial Organic Waste management throughout the term of the Franchise. Elements that should be addressed in this plan included the following:
 - (a) Analysis of AB 1826 implementation to date.

(b) Recommendations to achieve complete Green Waste participation in commercial and multi-family sectors by the completion of this contract.

(c) Recommendations to achieve majority participation by commercial Generators in Food Waste recycling.

5. Within twenty-four (24) months of the date of this Franchise, the Grantee shall provide a similar plan for comprehensive and innovative residential Organic Waste management throughout the term of the franchise. Elements that should be addressed in this plan included the following:

(a) Recommendations for a residential pilot program

(b) Recommendations for a citywide residential collection program, if requested by the City

G. Industrial Roll-off Recycling

Grantee shall prepare and distribute to all Generators written material promoting and explaining its industrial Roll-off recycling services and the exceptions thereto.

Industrial Roll-off Generators shall have their Roll-off bins processed at the City's DPF and shall pay an additional fee as established by the DPF. Generators that source separate Recyclable Materials resulting in ten percent (10%) or less Recyclable Materials and/or Organic Waste in their Roll-off bin may receive an exemption from the City. Any Generator receiving such an exemption shall not be charged the processing fee on their industrial Roll-off bill.

H. City Facilities and Events Collection

Grantee shall collect from carts, bins, and Roll-offs, and dispose of all Solid Waste and collect and process all Recyclable Materials, and Green Waste generated at Premises owned and/or operated by the City that are identified in Exhibit E at no cost to the City. Once a City approved Food Waste rate is established and Food Waste Collections are available, service will be provided at City facilities mutually agreed to by City and Grantee. The no cost service will be phased in over a twelve (12-month) period after the Effective Date. On September 1, 2016, half of the charges will be dropped, and on September 1, 2017 the remaining fifty percent (50%) will be dropped. Grantee shall make collections from carts Monday through Friday or on Saturdays following non-working holidays. Grantee will determine the correct level for all City containers to ensure no overflow. At City's option, Grantee may service City-owned trash containers in the downtown core area during three-day holiday weekends or at events sponsored by the City.

At City's request Grantee shall review plans for new developments with regard to solid waste service issues and drop-off sites at no cost to the City.

I. Community Cleanup Events

Grantee will support the efforts of the City to provide residents with up to four (4) community clean-up and recycling events per calendar year. Grantee will provide up to ten (10) 40-yard Roll-off trash dumpsters per community clean-up event, including associated delivery, pickup, and disposition costs. No Food Waste, Hazardous Waste, or tires allowed at these events. Additional Roll-offs requested beyond the specified number will be paid for by the City at the standard rate, including associated delivery, pickup, and disposition costs.

J. Removal of Illegally Dumped Bulky Waste

Within 24 hours of notification from the City, Grantee shall collect Bulky Waste discarded illegally in the public right-of-way. Grantee shall provide collection services for up to one hundred and twenty (120) Bulky Waste items per year. Any requests for service beyond one hundred and twenty Bulky Waste items per year may be billed to the City at the standard collection rate.

K. Removal of Hazardous Waste

If Grantee determines that waste placed in any container for collection or delivered to any facility of the Grantee is Hazardous Waste, Designated Waste, or other waste that may not legally be disposed of at the DDS or DPF, or presents a hazard to Grantee's employees, the Grantee shall have the right to refuse to accept such waste. In such event, the Generator will be contacted by the Grantee and requested to arrange proper disposal. If the Generator cannot be reached immediately, the Grantee shall, prior to leaving the Premises, leave a tag which lists the phone number for the appropriate regulatory agency and indicating the reason for refusing to collect the waste. If such waste could possibly result in imminent danger to people or property, the Grantee shall notify the City of San Buenaventura Fire Department using the 911 emergency number as soon as possible. The Grantee will immediately notify the City's Environmental Services Manager of any Hazardous Waste left at any Premises.

If the waste is delivered to the DDS or DPF before its presence is detected and the Generator cannot be identified or fails to remove the Hazardous Waste, Designated Waste or other waste that may not be legally disposed of at the DDS or DPF after being requested to do so, the Grantee shall arrange for its proper disposal. The Grantee shall make a good faith effort to recover the cost of disposal from the Generator, and the cost of this effort, as well as the cost of disposal shall be chargeable to the Generator.

L. Transportation of Collections

Grantee shall transport all Collections under this Franchise to the DDS or DPF approved by the City Manager or designee.

Grantee shall maintain accurate records of the quantities of Solid Waste Materials, Recyclable Materials, Organic Waste including source-separated Food Waste and

Green Waste transported to the DDS or DPF and will cooperate with the City in any audits or investigations of such quantities.

Grantee shall follow the rules and regulations of the operator of the DDS or DPF with regard to operations therein, including, for example, complying with directions from the operator to unload collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with its Hazardous Waste Exclusion Program, and so forth.

If the Grantee is prevented by the DDS or DPF owner/operator from delivering collections without notice or with fewer than five (5) working days' notice, then Grantee shall deliver such collections to such other properly licensed and permitted DDS or DPF that it believes is most cost-effective. Also, it shall immediately notify the City, in writing, and follow the procedures described in the following paragraph.

If the Grantee receives notice from the DDS or DPF during the term of this Franchise preventing it from delivering collections thereto, it shall notify the City immediately and it shall also identify alternative disposal sites or processing facilities and evaluate each. Such evaluation shall include the disposal fee, transportation cost, permit status, and any known permit enforcement proceedings, and any other criteria used by the Grantee in recommending alternative disposal sites. It shall then present its recommendation and evaluation of alternatives described above to the City. The City Manager or designee shall either approve the Grantee's recommended site(s) or an alternative site(s). The Grantee will thereafter dispose of collections at the site(s) approved by the City.

If the alternative site is located outside the City, then the Grantee may apply for a pass-through rate increase to compensate for its additional transportation costs.

M. Collection Standards

1. Care of Private Property.

Grantee shall use due care when handling containers and sweeping streets. Containers shall not be thrown from trucks, roughly handled, damaged, or broken. Containers shall be returned to the collection point upright, with lids in the proper place. Grantee shall ensure that its employees avoid crossing landscaped areas and climbing or jumping over hedges and fences. The City shall refer complaints about damage to private property to Grantee. Grantee shall repair all damage to private property caused by its employees.

2. Litter Abatement.

(a) Minimization of Spills. Grantee shall use due care to prevent Solid Waste or other materials from being spilled or scattered during the collection, street sweeping, or transportation process. If any Solid Waste or other material is spilled during collection or street sweeping,

the Grantee shall promptly clean up all spilled materials. Each collection vehicle shall carry a broom and shovel at all times for this purpose.

Grantee shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure or accidental damage to a vehicle.

(b) Clean-Up. During the collection or transportation process, the Grantee shall clean up litter in the immediate vicinity of any Solid Waste storage area (including the areas where collection bins and debris boxes are delivered for collection) whether or not Grantee has caused the litter. The Grantee shall discuss instances of repeated spillage not caused by it directly with the Generator responsible and will report such instances to the City's Environmental Services Manager. The City Environmental Services Manager will either rectify such situation or shall relieve the Grantee of this obligation to clean up.

(c) Charge for Extra Loads. It is not the intent of this Section that the Grantee be responsible for collecting extra Solid Waste from any Generator without charge.

(d) Covering of Loads. Grantee shall cover all open debris boxes during transport to the DDS or DPF.

3. Hours of Collection.

Grantee shall schedule residential collection operations and commercial collection operations located within one hundred (100) feet of a residential development between the hours of 7:00 a.m. and 5:00 p.m. Monday through Saturday. Commercial operations shall also be scheduled between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday, except as to those areas as designated for earlier or later service as determined by City in conjunction with Grantee. Commercial collection may occur earlier than 7:00 a.m. in areas in which Grantees' operations have no potential noise impacts on residential developments (e.g. industrial zones). Grantee may collect on limited routes on Sundays following a week with a designated holiday. Grantee will promptly resolve any complaints of noise during the morning or evening hours of the day to the satisfaction of the City Manager or designee. Street Sweeping hours are outlined in Section 7 and Exhibit D of this Franchise.

4 Noise.

All collection and street sweeping operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county and City noise level regulations as they now exist or may be amended to read in the future,

including, but not limited to, the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the vehicle and at a height of 5 feet from the ground. The City may conduct random checks of noise emission levels to ensure such compliance.

N. Customer Performance Standards

1. Grantee shall maintain a computerized customer account system that contains sufficient information to answer customer service inquiries.
2. The computer system shall have the capacity to maintain an account history of at least twenty-four (24) months. Any older account information shall be maintained on microfiche or a comparable system for a minimum of two (2) additional years. City shall have access to these records during regular business hours.
3. All customer service records and logs kept by Grantee shall be available to City upon request and at no cost to City.
4. During regular business hours, City shall have access to Grantee's customer service department for purposes that may include monitoring the quality of customer service or researching customer complaints.
5. If during any thirty day period City receives more than five complaints that customers are unable to contact Grantee by telephone, such complaints will be investigated, and Grantee may be required to increase the capacity of telephone equipment. City may from time to time conduct telephone surveys to confirm the adequacy of Grantee's telephone system.
6. Daily logs of complaints shall be retained for a minimum of twenty-four months and shall be available to City upon request. Complaint logs shall at a minimum document the following:
 - (a) Use of refuse vehicles without appropriate signage for Recyclable Material or Organic Waste collection.
 - (b) Property Damage occurring to private property more than two (2) times in a twelve-month period by the same vehicle driver, the same vehicle, or the same type of equipment failure.
 - (c) Missed service more than twice in a twelve (12)-month period to the same customer, unless Grantee documents through use of a correction notice that the miss was not Grantee's fault.
 - (d) Failure to correct the missed service within 24 hours of notice to the Grantee of the missed service (Sundays and Grantee's Holidays excepted).
 - (e) Collection outside authorized hours.
 - (f) Discourteous behavior by Grantee's personnel.(7) Excessive noise during collection or sweeping operations.

7. All written customer inquiries shall be responded to within five (5) working days of receipt.

8. At its own expense, City may conduct customer satisfaction surveys. If, as a result of any survey, City determines that customer service quality is not being maintained, Grantee shall take whatever action is deemed necessary by City Manager or designee to bring such service to an acceptable level. The results of such surveys shall be made available to Grantee upon request.

9. Grantee shall maintain a routing system for collection and sweeping services available for City inspection at Grantee's office at no cost to City. The routing system shall include at least the following information:

- (a) Route number and day of collection
- (b) Streets serviced.
- (c) Addresses without service.
- (d) Addresses subscribing to one of the special service options and the type of option.
- (e) Other Service Information as determined by the City's Environmental Services Division.

10. Grantee shall provide and maintain a current emergency list of responsible personnel to be contacted in case of an emergency.

11. Grantee shall provide the missed service, within twenty-four (24) hours of receipt of notice from the City's Environmental Services Manager of a failure to provide collection service to a Generator, as required by the terms of the Franchise.

12. When any collection service is not provided by Grantee, Grantee shall leave a tag, subject to the approval of the Environmental Services Manager, indicating the reasons for such non-collection. This information shall either be in writing or by means of a check system. At its place of business, Grantee shall maintain a log listing all taggings. Said log shall contain the names and addresses of the parties involved, date of such tagging, nature of same, and date and manner of disposition of each case. If a service is not provided because the collection was not out, this shall be noted on the log. Such log shall be available for inspection by City at no cost to the City. Such log shall be retained for a two year period.

13. The Director of Public Works may levy a charge of \$100 for the first occurrence of any violation listed below and \$500 for any subsequent violation in a twelve-month period. The Director of Public Works' decision to levy any such charge shall not be deemed an election of remedies but shall be cumulative with any other remedies provided for in this Franchise. Grantee shall not deem the decision of the Director of Public Works not to levy any such charge as a waiver of any default under this Franchise.

- (a) Use of refuse vehicles without appropriate signage for Recyclable Material or Green Waste collection.
- (b) Property Damage occurring to private property more than two (2) times in a 12-month period by the same vehicle driver or the same vehicle or the same type of equipment failure.
- (c) Missed service more than two times in a 12-month period to the same customer, unless Grantee documents through use of a correction notice that the miss was not Grantee's fault.
- (d) Failure to correct non-fault missed service other than residential, or missed residential service within 24 hours of notice to the Grantee of the missed service (Sundays and Grantee's Holidays excepted).

The Director of Public Works shall give the Grantee written notice of charges levied under this Section. Within ten (10) days of receipt of notice of charges, Grantee may appeal the levy of charges by filing a letter with the City Manager stating the basis for such appeal. The City Manager shall make a determination on the levy based on the information from the Director of Public Works and the appeal letter. The City Manager's decision is final. Any such charges shall be due and payable within thirty (30) days from the date of notice of charges, if there is no appeal, or from the date of the City Manager's decision, if there is an appeal.

O. Vehicles

1. General. Grantee shall provide a fleet of collection and street sweeping vehicles sufficient in number and capacity to efficiently perform the work required by the Franchise in strict accordance with its terms. Grantee shall have available on collection and street sweeping days sufficient back-up vehicles for each type of collection and sweeping vehicle used (i.e., automated side loader, rear loader, front loader, sweepers and Roll-off) to respond to complaints and emergencies.
2. Specifications. All vehicles used by Grantee in providing collection services shall comply with all federal, state and local requirements for such vehicles as they now exist or may be amended to read in the future, and be registered with the California Department of Motor Vehicles. All such vehicles shall have watertight bodies designed to prevent leakage, spillage, or overflow. All such vehicles shall comply with U.S. Environmental Protection Agency noise emission regulations and other applicable noise control regulations.
3. Vehicle Identification. Grantee's name, local telephone number, and a unique vehicle identification number designed by Grantee for each vehicle, not including sweeping vehicles, shall be prominently displayed on all service vehicles, in letters and numbers no less than two and one-half (2 1/2) inches high.

4. List of Vehicles. Grantee shall furnish sufficient equipment to provide all service required under this Franchise, including back-up collection and sweeping vehicles. Grantee shall furnish the City a written list of all vehicles, including collection vehicles, currently used or planned for use (with anticipated acquisition date) in providing service, and shall update the list annually with Grantees' annual report. The inventory shall list all vehicles by manufacturer, Grantee's ID number, date of acquisition, type, and capacity.

5. Cleaning and Maintenance

(a) General. Grantee shall maintain all of its properties, facilities, and equipment used in providing service under this Franchise in a safe, neat, clean and operable condition at all times.

(b) Cleaning. Vehicles used in the collection of Solid Waste and street sweeping shall be thoroughly washed and thoroughly cleaned externally on a regular basis so as to present a clean appearance. The City may inspect vehicles at any time to determine compliance with sanitation requirements. Grantee shall make vehicles available to the appropriate regulatory public agency for inspection, at any frequency such agency requests.

(c) Maintenance. Grantee shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be taken out of service until they are repaired and do operate properly. Grantee shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Grantee shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to the City upon request to the extent necessary to perform the inspections described in Section 8. G and H.

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

(e) Storage. Grantee shall arrange to store all vehicles and other equipment in safe and secure location(s) in accordance with the City's applicable zoning regulations.

(6) Operation. Vehicles shall be operated in compliance with the California Vehicle Code, and all applicable safety and local ordinances. Grantee shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by state or local weight restrictions on vehicles.

P. Solid Waste, Recyclable Materials and Green Waste Containers

1. Residential. Grantee shall provide containers equipped with two wheels and attached lids of approximately 34-gallon, 64-gallon, and 100-gallon capacity for Solid Waste, of approximately 64-gallon or 96-gallon for Recyclable Materials, and of approximately 100-gallon for Green Waste. Upon request, residential customers shall be provided with a larger recycling container at no extra charge. Grantee shall offer a 96-gallon Recyclable Materials container upon establishing new services for residential customers. Alternative size or number of recyclable and Green Waste barrels shall be available at the costs designated in Exhibit B.

2. Non-Residential Containers. Grantee shall provide bins and Roll-offs for storage of Solid Waste, Recyclable Materials, Organic Waste including source-separated Food Waste and Green Waste which shall be designed and constructed to be water tight and prevent the leakage of liquids. Grantee shall install plastic lids on all bin containers requiring repair to the lids and plastic lids shall be standard on all new bin purchases. All containers shall meet applicable federal regulations on Solid Waste safety. All Solid Waste containers shall be painted the Grantee's standard color and shall prominently display the name and telephone number of the Grantee. All Recyclable Material containers shall be painted in a color approved by the City and shall prominently display a list of acceptable recyclable materials and the name and telephone number of the Grantee. Green Waste containers shall be painted in a color approved by the City and shall prominently display the name and telephone number of the Grantee. Source-separated Food Waste containers shall be painted in a color approved by the City and shall prominently display the Food Waste recycling logo, a list of acceptable recyclable organic materials, and the name and telephone number of the Grantee. Unicycle containers shall be painted in a color approved by the City and shall prominently display a placard with the Unicycle logo, guidelines, and the name and telephone number of the Grantee.

3. Cleaning, Painting, Maintenance. Once a year, upon request and without charge, Grantee shall clean and repaint at its cost all containers (other than Containers for Residential) so as to present a clean appearance. All containers shall be maintained in a functional condition.

4. Repair and Replacement. Grantee shall repair or replace all damaged containers at Grantee's cost.

Q. Personnel

1. General. Grantee shall furnish such qualified drivers, mechanical, supervisory, clerical and other personnel as may be necessary to provide the services required by this Franchise in a safe and efficient manner.

2. Driver Qualifications. All drivers shall be trained and qualified in the operation of waste collection and/or street sweeping vehicles and must have a

valid license of the appropriate class, issued by the California Department of Motor Vehicles, in effect.

3. Safety Training. Grantee shall provide suitable operational and safety training for all of its employees who utilize or operate vehicles or equipment for collection of Solid Waste and/or street sweeping or who are otherwise directly involved in such collection or sweeping. Grantee shall train its employees involved in Solid Waste collection to identify, and not to collect, Hazardous Waste or Infectious Waste.

4. No Gratuities. Grantee shall not permit its employees to demand or solicit, directly or indirectly, any additional compensation or gratuity from members of the public for the collection of Solid Waste Recyclable Material(s), Organic Waste, or street sweeping under this Franchise.

5. Employee Conduct and Courtesy. Grantee shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. Grantee shall regularly train its employees in customer courtesy, shall prohibit the use of loud or profane language, and shall instruct collection crews to perform the work as quietly as possible. If any employee is found not to be courteous or not to be performing services in the manner required by this Franchise, Grantee shall take all appropriate corrective measures.

R. Contingency Plan

Grantee shall submit annually to the City a written contingency plan demonstrating Grantee's arrangements to provide vehicles and personnel and to maintain uninterrupted service during mechanical breakdowns, and in case of natural disaster or other emergency, including the events described in Section 12.5. The Contingency Plan shall be revised as needed and submitted to the City.

S. Implementation Plan

Grantee has submitted to the City a City-approved written Implementation Plan, attached hereto as Exhibit A (the "Implementation Plan"), demonstrating the Grantee's plans and schedules to implement services under this Franchise. The Parties hereto understand that it may be necessary to amend the Implementation Plan from time to time in order to carry out the purposes, objectives, and provisions of this Franchise in a more efficient, effective or economical manner, or to delete or acknowledge tasks that have already been accomplished. Accordingly, the City and the Grantee agree that the Implementation Plan may be amended administratively upon the mutual written approval of City and Grantee. The Public Works Director may exercise the Authority herein on behalf of the City. The Implementation Plan shall not contradict, conflict, or supersede any requirements of this Franchise.

T. City Directed Changes

After consulting with Grantee, the City may require changes in collection or street sweeping methods and/or changes in the Recyclable Materials or Green Waste

placed for collection, and the Grantee shall comply, provided that the Grantee shall have the right to request an adjustment in rates pursuant to Section 10 for such collection or sweeping resulting from such change. If the City requires the Grantee to make capital investments when less than five (5) years remain in the contract term, then the City will set rates so that Grantee recovers its cost in the remaining term or, at City's option, the City may either extend the term of the Franchise or the City may acquire the assets that were required by the City to be purchased by the Company within the five-year period at the assets' remaining actual cost less depreciation at the end of the contract term.

SECTION 7. STREET SWEEPING

A. Scope of Services

Grantee shall furnish all materials, labor, supervision and equipment necessary to perform all work required for regularly scheduled sweeping of all public streets in the City of San Buenaventura at the frequency and within the time frames described in Exhibit D. Grantee shall adopt a City approved street sweeping schedule that follows the City's refuse collection schedule including adjustments for holidays. The sweep shall occur within two business days following refuse collection. Exceptions resulting from equipment breakdowns are to be reported to the City immediately with a catch-up schedule.

Grantee shall also provide an annual 500-hour time bank for unscheduled sweeping and related services as described in Exhibit D or as otherwise assigned by the City, with 24-hour notice. Emergency incidents including vehicle accidents, illicit discharges, and other emergencies shall be responded to within two hours or less depending on the severity of the incident. Any unused portion of the 500 hour time bank remaining at the end of each contract year (12-month period from contract anniversary date) will be applied, on an hourly basis (at \$75/hour, or as set in the Rate Resolution), to the subsequent year's 500 hour time bank or used to off-set rates, as directed by the City.

All street sweeping services shall be provided in accordance with all City ordinances and applicable federal, state and local laws. This shall include all licenses, permits and approvals required by regulatory authorities. Equipment used shall meet all California air emission requirements.

B. Sweeping Method

Sweeper operators shall not exceed the sweeper manufacturer's recommended speed and shall not exceed five (5) miles per hour in residential areas and eight (8) miles per hour in commercial areas. Sweeping speeds shall be maintained to thoroughly clean the streets as conditions warrant. Adequate water shall be used at all times to maximize dust control. Grantee shall not discharge liquid waste from the sweeper units onto City streets or into the storm drain system. The curb mileages

listed in Exhibit D are estimates. Grantee shall be responsible for performing the scope services in Section 7.A.

Items that impede sweeping, including, but not limited to, palm fronds, rocks, trash and debris, shall be removed from the sweeping path and properly disposed of by the operator rather than driving around them. Items that impede sweeping and are immovable such as construction debris, and impaired vertical or horizontal clearance by tree limbs, shall be reported to the City immediately for correction. Grantee is not responsible for areas missed due to parked cars or other personal property. Sweeper operators shall also be responsible to immediately report to the City all Illicit Discharges observed during routes (report to (805) 667-6510). Prior to sweeping City streets, sweeper operators shall be trained by Grantee to recognize Illicit Discharges and storm water pollution sources with City-approved training material. Such training shall be documented for review by the City.

In areas where drainage is a problem, the Grantee shall make as many passes as necessary to remove debris from standing water. In addition, all sand, dirt, rocks, gravel, vegetation, and other debris that can be swept up shall be removed from the street during the sweeping operation. Sweeper operators shall report drainage problems to the City.

C. Standards of Service

All areas swept as part of this Franchise shall be thoroughly cleaned. All debris shall be picked up by the sweeper unit and disposed of at the Grantee's expense as outlined in Section 7 of this Franchise. Sweeping shall include the removal of all sand, gravel, dirt, litter, vegetation, and any and all other debris that accumulates between sweeps.

Curb lines shall be swept along both sides of the roadway, or to the edge of pavement where no curb exists, along all curbs on raised medians, over all portions of painted medians, painted left and right turn pockets, and all intersection cross gutters. Sweeping shall normally require one pass over an area. Grantee shall make additional passes or make such extra effort required to adequately clean the street to the satisfaction of the City. Extra effort shall be required when sweeping equipment leaves a dirt/silt smear in its swept path. The service standards in Article 6 may be reviewed and modified as conditions warrant to maintain cleanliness by the City.

All sweeping operations shall be conducted as quietly as possible and shall conform to applicable federal, state, county and City noise level regulations as they now exist or may be amended to read in the future, including, but not limited to, the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the vehicle and at a height of 5 feet from the ground. The City may conduct random checks of noise emission levels to ensure such compliance. Hours of Operation shall be as described in Exhibit D.

D. Equipment

Equipment used to perform under the terms of the contract shall be adequate to meet standards of service provided for in this Franchise, and shall be mechanical broom, vacuum, or regenerative air in design. A list of equipment to be used shall be provided to the City, detailing the make, model, and year of manufacture. Grantee shall provide all necessary facilities for the storage of equipment, parts, supplies, and equipment maintenance as is required to perform the services under the terms of the contract. Grantee shall be responsible for all costs associated with maintenance of the equipment needed to fulfill the terms of this Franchise. Equipment requirements in addition to those specified otherwise in the Franchise are as follows:

1. Equipment shall be maintained in clean appearance and clearly identify the Grantee.
2. All equipment shall be maintained in good mechanical condition, including brushes and brooms that are to be replaced at regular intervals. Grantee shall be responsible to immediately clean any vehicle fluids (hydraulic fluids, lubricating oils, etc.) that leak or spill from equipment into the street or public right of ways.
3. Sweeping equipment shall not be stored on City property or public right of ways unless mechanical failure prevents immediate removal. In the event of mechanical failure all efforts must be made to remove the equipment from the public right of way as soon as possible. The City must approve any overnight storage on public right of way or City property.
4. All equipment is subject to inspection by the City at any time.
5. All sweepers shall have an operational strobe and back-up alarm and shall conform to all city, county, state and federal safety requirements.
6. Grantee shall maintain or have access to alternative equipment sufficient to meet all obligations and schedules herein.

E. Staffing

In addition to staffing requirements established in the Franchise Agreement, Grantee shall provide personnel specifically trained and experienced in the work to be performed as follows:

1. Sweeper operators shall receive appropriate training in safety, equipment operation and in recognizing illicit discharges and stormwater pollution prevention regulations.

2. Sweeper operators and other agents responsible for public contact shall be in uniform or work clothing suitable for public contact as determined by the City.
3. All drivers shall be licensed as required by the State of California to operate the equipment required herein, and shall abide by all laws while driving within the City.
4. Grantee shall maintain a reserve of staffing to meet all existing and future requirements of this Franchise.

F. Water Use

Water for all sweeping operations shall be the responsibility of the Grantee. Arrangements for the cost, payment, and method of loading shall be coordinated with the City's Water Department. Water shall be used during all sweeping operations to eliminate air-borne dust. Grantee shall not discharge liquid waste from the sweeper units onto City streets or into the storm drain system. Washing of sweepers on City property is prohibited. Any and all washing of sweeper units shall take place at the Grantee's facility.

The Grantee shall be responsible for paying all water costs including meter service charges.

G. Street Sweeping Diversion and Disposal

Street sweeping debris shall be collected by Grantee under conditions specified in Section 5 of the Franchise. In addition, at least 80% of sweeping refuse collected by the Grantee shall be diverted from landfill disposal and deposited for recycling at a designated processing facility. Diversion and disposal shall meet AB 939 (Integrated Waste Management Act of 1989) waste diversion requirements established by California Integrated Waste Board, and all other local, state, and federal regulations as defined in Section 15. Debris recycling and processing shall be by mutual agreement between the Grantee and the City. The Grantee assumes ownership of the material once it is collected from the streets.

Grantee shall keep daily records of every dump, including the route swept and estimated amount of debris. Forms may be required for compliance of NPDES and California Department Of Resources Recycling and Recovery (CalRecycle) regulations. The Grantee will be required to comply with any existing or future NPDES and CalRecycle regulations and to achieve a minimum 80% waste diversion rate.

H. Communication

Grantee shall have direct communication with all sweeping equipment in the field utilizing radios or cellular telephones. Each sweeper operator shall have the ability to communicate verbal information immediately to City staff, Police and Fire Department personnel, and citizens, and for reporting illicit stormwater discharges. In addition, Grantee shall have a toll-free telephone line for telephone and FAX communication. Grantee shall supply a 24-hour telephone number for emergency response.

Grantee shall supply a 24-hour message phone number to the City Traffic Engineer so that the City can notify the Grantee of traffic counter installations. Drivers are to be made aware of their locations in order to raise their brooms and avoid destruction of counter cables. The Grantee shall use due diligence to avoid traffic counter cables.

I. Work Deficiencies and Corrections

Remedies for defaults of service are described in Section 13 of the Franchise.

The City may also make regular unannounced inspections of sites. If a swept area is deemed to be below acceptable performance standards, the substandard section shall be re-swept within 24 hours of notification. Grantee shall re-sweep at their own expense. The City shall be notified of the completed re-sweep.

All other work deficiencies of Grantee shall be corrected as specified in Section 13 of the Franchise.

J. Report Submittals

Grantee shall submit reports according to the following schedule in a City-approved format:

Monthly Reports

1. Total curb miles swept
2. Total curb miles missed (if any – explain why curb miles were missed)
3. Quantity of street sweeping debris collected, including tonnage diverted from landfill disposal to a designated processing facility.

Weekly Reports

1. Routes swept and routes missed (if any – explain why routes were missed)
2. Curb miles swept
3. Citizen complaints and resolution

Immediate Reports

1. Hazardous street or drainage conditions
2. Illicit Discharges

K. Miscellaneous

All standards for service described in the Franchise shall also apply to this Section, including, but not limited to, insurance requirements, definitions, Grantee warranties, term, equipment maintenance, rate adjustments, defaults & remedies.

SECTION 8. OTHER COLLECTION RELATED SERVICES STANDARDS

A. Billing

The City shall establish by Resolution (Exhibit B) rates for the types of service provided. Grantee shall bill and collect at those rates.

Grantee shall maintain a complete customer billing list (containing each account name, address, type of service, frequency of service, etc.). At no cost to the City, City may review said customer service list at Grantee's office and receive a copy of the list if so requested.

The Grantee shall prepare, mail and collect bills (or shall issue written receipts for cash payments) for services provided by Grantee under this Franchise. Bills for residential service may be mailed to customers in advance of the provision of service. Grantee's billing format shall be subject to approval of the City.

The Grantee shall maintain records of said billings and receipts, each in chronological order, for a period of three (3) years after the date of service for inspection by the City at no cost to the City. The Grantee may, at its option, maintain those records in computer form or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner.

B. Review of Billings

Grantee shall review its billings to Generators under Section 9.A. The purpose of the review is to determine that the amount which the Grantee is billing each Generator conforms to the level of service (i.e., frequency of collection, size of container, location of container) being provided to such Generator by Grantee. Grantee shall correct any errors discovered during such review. The Grantee shall review customer accounts not less than annually, unless the City shall direct Grantee to do so more frequently. Grantee shall maintain a written report on this annual review. Such report is subject to City inspection at no cost to the City. Grantee shall maintain said reports for a period of three years.

C. Reports

Grantee shall provide all reports required by the City, as it deems necessary and desirable. The specific reports and financial statements currently required and the frequency of their submittal are designated in the Implementation Plan.

D. Annual Audit

Annual financial statements and reports submitted by Grantee pursuant to Section 8.C. shall be audited and certified to by an independent certified public accounting firm mutually approved by the City and the Grantee. The audit will also include an opinion as to the appropriateness of the allocation of costs and expenses charged to the City. The Grantee will bear the expense of said audit.

E. Right to Prescribe Records

The Grantee shall maintain such accounting, statistical and other records related to its performance under this Franchise as shall be necessary to develop the financial statements and other reports required by the City in accordance with this Franchise, for a period of at least three (3) years beyond the fiscal year in which the transaction or the event described occurred.

F. Right to Inspect Records

At no cost to the City, the City shall have the right to inspect or review the payroll reports, specific documents or records required pursuant to this Franchise, or any other similar records or reports of the Grantee that it shall deem, at its sole discretion, necessary to evaluate annual reports, rate applications provided for in this Franchise and the Grantee's performance provided for in this Franchise.

G. Inspection by City

The designated representatives of the City shall have the right to observe and review Grantee operations and enter Grantee's premises for the purposes of such observation and review at all reasonable hours with reasonable notice.

H. Public/Customer Service and Accessibility

1. Office Location. Grantee shall continue to maintain a business office in the City, or such other location as City approves, such approval not being unreasonably withheld, for purposes of carrying out its obligations under this Franchise. If the office is located outside of City, Grantee must ensure that telephone calls to it from locations within the City are billed as "local calls" by all telephone companies.

2. Office Hours. Grantee's office shall be open to the public from 8 a.m. to 5 p.m. Monday through Friday. The office may be closed on Saturdays, Sundays and those holidays listed in the Implementation Plan.

3. Availability of Representatives. A representative of the Grantee shall be available during office hours to communicate with the public in person and by telephone.

4. Telephone. Grantee shall maintain a telephone system in operation at its office during business hours. Grantee shall install telephone equipment sufficient to handle the volume of calls typically experienced on the busiest days. The Grantee shall train customer service representatives to answer customer inquiries regarding its services and shall consider such inquiries in the development of future public information documents.

5. Consumer Information. Grantee shall prepare information cards containing information about the amounts of Solid Waste which will be collected, types of Recyclable Materials and Organic Waste to be collected, times for special collection events, curbside recycling, collection schedules, rates, complaint procedures, and customer service phone numbers. Grantee will submit proofs of the information cards to the City prior to distribution and will incorporate the City's comments in the final version distributed to the public. Grantee shall distribute such information cards to the occupants of all residential and commercial Premises. Information cards shall be revised and distributed if there is any material change in the information and, in any event, at least once each six (6) months of the Term. Information Cards shall also be given to all new customers when they request service and mailed to City residents upon request.

I. Service Complaints

Grantee shall be responsible for the prompt and courteous attention to, and prompt and reasonable resolution of, all Generator and street sweeping complaints. Grantee shall record all complaints, noting the name and address of complainant, date and time of complaint, nature of complaint, and nature and date of resolution. This record of complaints shall be retained by the Grantee for twenty-four (24) months. In addition, Grantee shall compile a summary statistical table of the complaint log, satisfactory to the City, and submit the table to the City thirty (30) days after each quarter.

J. Title to Solid Waste

Subject to the limitations contained herein, it is expressly understood that all Solid Waste, Recyclable Material, Street Sweeping waste, and Organic Waste collected by Grantee becomes the property of the Grantee, provided that the City in its sole discretion may elect to obtain without payment ownership of all or select portions of the Solid Waste, Recyclable Material or Organic Waste collected by notifying the Grantee in writing ninety (90) days prior to the change in ownership. Said notice shall only affect the ownership of Solid Waste, Recyclable Material and Green Waste collected by Grantee ninety (90) days after the giving of said notice and shall not be applied retroactively.

K. Non-Discrimination

Grantee shall not discriminate in the provision of service or the employment of persons engaged in performance of this Franchise on account of race, religion, creed, color, national origin, ancestry, physical disability, mental disability, medical

condition, marital status or sex of any person in violation of any applicable federal or state law.

L. Temporary Change in Collection Schedule

Grantee shall notify the City seven (7) days prior to, and shall notify residential customers not later than the day prior to, any temporary change in residential collection operation which results in a change in the day on which collection occurs for twenty percent (20%) or more of the customers on a route on a day. Grantee will not permit any customer to go more than seven (7) days without service in connection with a collection schedule change.

M. Report of Accumulation of Solid Waste: Unauthorized Dumping

Grantee shall direct its drivers to note (1) the addresses of any Premises at which they observe that Solid Waste is accumulating and is not being delivered for collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Grantee shall deliver the address or description to the City within five (5) working days of such observation.

N. Report of No Service for Solid Waste and Recycling

Grantee shall report annually to the City the addresses, and if available the occupant names, for Premises in the City that do not contract with Grantee for solid waste services. In addition Grantee shall give annual notice as approved by the City to such Premises of the City's ordinance mandating that solid waste be removed weekly and of Grantee's services and charges.

O. Report of No Service for Organic Waste Recycling

On or before July 1 of each year, or as requested by the City, Grantee shall report to the City the addresses and names for Generators in the City that are known to be out of compliance with the State of California's Mandatory Organics Recycling Law (AB1826). In addition, Grantee shall give annual notice as approved by the City to such Generators of the State's law mandating Organic Waste collection and of Grantee's services and charges. This Section applies to the collection and recycling of Food Waste at commercial establishments and the collection and recycling of Green Waste at multi-family dwellings.

P. Diversions Standards

Grantee hereby agrees and guarantees to the City that Grantee will do each, every, and all things required to ensure that the Grantee shall meet or exceed the following diversion standards on an annual basis from January 1, through December 31. Grantee will be considered to have met these goals as long as the overall diversion for the entire wastestream collected by the Grantee meets or exceeds the overall diversion represented by the following percentages:

1. Grantee shall divert **45%** of all residential recycling materials and Green Waste collected by Grantee pursuant to this Franchise.

2. Grantee shall divert **18%** of all commercial waste except for Roll-offs collected by Grantee pursuant to this Franchise.
3. Grantee shall divert **35%** of all Roll-offs that do not have a City-issued Waste Management Plan collected by Grantee pursuant to this Franchise.
4. For years one through five of the contract term, Grantee shall divert **60%** of all Construction/Demolition Debris collected in Grantee's Roll-offs Grantee pursuant to this Franchise. This diversion requirement applies to the total number of Roll-offs subject to the Generator's Waste Management Plan issued by the City.
5. For years six through ten, and any additional extensions of the contract term, Grantee shall divert **75%** of all Construction/Demolition Debris collected in Grantee's Roll-offs Grantee pursuant to this Franchise. This diversion requirement applies to the total number of Roll-offs, subject to the Generator's Waste Management Plan issued by the City.

If Grantee is unable to meet the above diversion standards in any given year, then Grantee shall document to the City the reason for not meeting the diversion rate. If the deficiency is due to the diversion of materials from the waste stream prior to Grantee's taking possession of the same, and the City has documented the diversion from other sources, then and only then will City, through the City Manager or designee, waive the applicable diversion rate for said year. The waiver of the diversion standard pursuant to this paragraph shall be considered as if the Grantee met the standards under Section 9.6.

The Parties desire that the Grantee achieve the greatest diversion possible under this Franchise. With this Franchise the Grantee is adding new programs and expanding other programs. The Parties desire time to evaluate the programs and adjust the diversion standards to capture the greatest amount of diversion. Therefore, the Parties agree to evaluate the diversion standards in January 2018, January 2021 and January 2024. The diversion standard rates may be subject to increase and/or decrease at those times in the City Manager's or designee's discretion after consultation with the Grantee. In evaluating the diversion programs and diversion rates the City shall consider, but not be limited to the following factors: actual tons of diversion, program effectiveness, comparison to other jurisdictions programs and diversion rates, changes in the industry and/or state laws. The Parties will execute an amendment to this Franchise reflecting any changes in the diversion rates hereunder. The City Manager may execute any such amendment on behalf of the City.

Q. Trash Enclosure Sharing

Grantee shall cooperate with the City of Ventura in cooperative trash and recycling initiatives in Ventura. If approved by the City, Grantee shall have the ability to impose

additional charges for implementing and monitoring such arrangements, provided such charges are noticed to the customers thirty (30) days in advance. Grantee and the City will work together to develop sufficient security measures, such as locked enclosures with the ability to limit access either through unique keys or codes, to ensure that the customers sharing the services can be held individually accountable for their portion of the bill.

SECTION 9. PAYMENTS TO CITY

A. Franchise Fees

In consideration of the exclusive Franchise provided for in Section 1 of this Franchise, and subject to compliance with any applicable law prior to any proposed change, Grantee shall pay to the City up to seven percent (7%) (or another amount as provided in 9.C.) multiplied by the sum of the cash receipts derived by the Grantee from collection services provided in the City. This franchise fee will incrementally increase from five percent (5%) to up to six percent (6%) on July 1, 2017, and up to seven percent (7%) on July 1, 2018. As further consideration for this Franchise, Harrison agrees to provide street sweeping and recycling services per Section & of this Franchise.

B. Time and Method of Franchise Fee Payment

Franchise fees shall be computed on the basis of cash received each calendar month, plus cash received on account of services rendered and revenues from material sales, redemption values, and other cash received. Grantee shall prepare and mail remittance to the City every other month not later than twenty (20) calendar days after the end of the two-month period on which the fee is to be paid. The remittance will be accompanied by a report setting forth the basis, and calculations used for computing the amount due. The gross receipts number used to calculate the fee paid shall be the same number as contained in the general books of account of the Grantee.

C. Adjustment to Franchise Fee

Subject to compliance with any applicable law in effect prior to implementation of any proposed change, the City may request an adjustment to the amount of the franchise fee.

D. AB 939 Fee Amount

In addition to the Franchise Fee in Section 9.A., Grantee shall pay to the City an AB 939 fee of \$0.39 per residential account per month plus 9.33% of cash receipts derived by the Grantee from Multi-Family and Commercial bin services provided in the City.

E. Time and Method of AB 939 Fee

AB 939 fees shall be computed on the basis of cash received each calendar month. Grantee shall prepare and mail remittance every other month not later than twenty (20) calendar days after the end of the two-month period on which the fee is to be paid. The remittance will be accompanied by a report setting forth the basis, and calculations used for computing the amount due. The gross receipts number used to calculate the fee paid shall be the same number as contained in the general books of account of the Grantee. The City may adjust the amount of and/or the categories for the AB 939 fee annually.

F. Other Payments By Grantee

During the term of this Franchise, Grantee shall pay, in addition to all other operating expenses incurred by Grantee in performing the work, services, and functions called for in this Franchise, the following fees and charges:

1. All tipping fees and other charges which are made, charged, or imposed by the operator of any DDS or DPF for the delivery, receipt, processing, and/or disposal of Solid Waste to or at such DDS or DPF.
2. All tipping fees and other charges which are made, charged, or imposed by the operator of any DPF, including any Material Recovery Facility, or Green Waste facility for the delivery, receipt, processing, and/or disposal of Recyclable Materials and/or Organic Waste to or at such DPF. Without limiting the generality of the foregoing, the Grantee shall pay the operator of the Facility all payments required to be made by City Hauler's pursuant to the provisions of paragraphs 5.1 and 5.2 of the Franchise (Materials Recovery Facility/Transfer Station) between the City and Gold Coast Recycling Inc., dated May 2007. Grantee shall make all such payments at the time and in the manner provided for in paragraph 5.2 of the Gold Coast Franchise.

SECTION 10. SERVICE RATES AND PERFORMANCE STANDARDS

A. Grantee's Rates: General

Grantee shall perform the responsibilities and duties described in this Franchise in consideration for the right to use the City's public streets and easements. As further consideration, the Grantee agrees to charge only up to the amounts provided in the Rate Resolution, Exhibit B, of this Franchise.

Excess revenues collected due to over-billings shall be refunded or credited to the customer(s) over-billed, with interest accrued if payment or credit is made more than thirty (30) days after Grantee receives notification. Revenue shortfalls due to under-billings shall be the responsibility of the Grantee.

B. Initial Rates

For the period from September 1, 2016, through June 30, 2017, the rates permitted to be charged hereunder shall be those in Exhibit B, unless there is a pass-through rate increase pursuant to this Section 10.

C. Commercial and Drop Box (Roll-off) Rate Escalation

On July 1, 2017, Commercial and Drop Box rates shall increase in accordance with the CPI Rate Adjustment Formula described in Exhibit plus two percent (2%). On July 1, 2018, Commercial and Drop Box rates shall increase in accordance with the CPI Rate Adjustment Formula described in Exhibit plus up to two percent (2%).

D. Adjustment to Rates

The Grantee may apply for a rate adjustment annually in accordance with the CPI Rate Adjustment Formula ("Formula") described in Exhibit C. The effective date for the first rate adjustment herein shall be no sooner than July 1, 2017.

In order for the rate adjustment to be considered by the City the Grantee must demonstrate that it is in full compliance with all of the performance standards described in Section 10. If all of the performance standards are met then the rate adjustment shall proceed in accordance with the Formula.

Once the Formula is applied and the new rate, if changed, is established, the City Manager or designee shall adopt the new rates through an administrative resolution. The new rates shall be effective ten days after Grantee gives customers written notice of the change in rates pursuant to Section 10.F.

Under the Formula, eighty percent (80%) of the CPI is applied to the total rate excluding, government fees. The maximum allowable increase per year to the overall rate is five percent (5%).

E. Exception to 5% maximum CPI cap

In the event that the applicable CPI rate exceeds ten percent (10%) for 2 consecutive years, then the five percent (5%) cap shall increase to an amount equal to half of the applicable CPI for that year. For example, if the CPI is over ten percent (10%) for two (2) years and the third year it is 11.6%, then the cap for year three (3) would be 5.8% instead of five percent (5%) (11.6% divided by 2.).

F. Extraordinary Rate Review

The Grantee may apply to the City for consideration of an extraordinary rate review should an event or circumstance arise which jeopardizes Grantee's ability to provide quality service. A special application may be considered by the City if, in its sole opinion, the following apply:

1. It is necessary for the Grantee to make a substantial change in its operation, or substantial capital investment, in order to perform its obligations under this Franchise, or

2. Changes to operations are mandated as provided for under Section 6.P. of this Franchise or applicable law, or,
3. Significant changes in disposal costs or changes in disposal sites occur which were not reasonably foreseen (e.g., change in law).

The City may, but is not required to, initiate an extraordinary rate review upon its own initiative. In any rate review under this Section whether initiated by the City or the Grantee, Grantee shall provide all documentation necessary to substantiate its request and all information deemed necessary by the City. If initiated by the Grantee, the documentation must be submitted at least ninety (90) days prior to the date the rate adjustment is requested to become effective. If initiated by the City, the Grantee shall submit requested data within sixty (60) days of the date that notice of the extraordinary rate review is provided to the Grantee. The Grantee shall reimburse the City for the cost of the performance and rate review. The City Council shall determine a change in rates under the Extraordinary Rate Review under this Section 10.D.

G. Performance Standards

In order to be eligible for a CPI rate adjustment the Grantee must demonstrate the following in a format acceptable to the City:

1. The City's rates are at or below the average for comparable services for all cities within Ventura County.
2. The City of Ventura's rates are no higher than any rates of customers served by Grantee, taking into account the various methods used to establish rates.
3. Grantee meets diversion standards as established by this Franchise.
4. Grantee is in compliance with customer service standards as established by this Franchise. Grantee shall be found in compliance with the customer service standards contemplated by this Franchise unless City gives Grantee timely written notice of noncompliance and an opportunity to correct the deficiency.
5. All reports required by this Franchise are maintained and/or provided in a timely manner to the City.
6. All payments due City pursuant to this Franchise are current.
7. Grantee is not in breach of this Franchise.

H. Publication of Rates

The Grantee shall provide thirty days written notice to customers prior to submittal of any application for an adoption of rate changes. The notice shall cite the City enabling legislation and state that comments on the proposed rate increase may be made to the Maintenance Services Division, listing its address. This notice may be provided with, or as part of a regular billing. If the City Manager or designee adopts

new rates administratively, Grantee shall provide at least ten (10) days written notice of the new rates to customers.

I. Pass Through Rate Changes

Any change to tip fees shall result in an automatic rate adjustment equaling the amount of the tip fee plus applicable governmental fees. The tip fee change shall be apportioned to residential and commercial customers in accordance with the volume and frequency of their service. The City Manager or designee shall adopt the new rates through an administrative resolution. Any change in governmental fees shall result in an automatic rate adjustment in the amount of the change in said governmental fee. Grantee shall give a minimum 10 days written notice as approved by the City of any such change in rates to customers under this Section.

SECTION 11. INDEMNITY INSURANCE, BOND

A. Indemnification

1. General. Grantee is an independent contractor for all purposes contemplated by this Franchise and the Grantee shall indemnify and hold harmless the City, its officers, agents, volunteers and employees from any and all claims for damages of any kind whatsoever arising out of the operations of the Grantee pursuant to this Franchise.

2. Repairs to Public Property. Grantee shall pay to the City, on demand, the cost of all repairs to public property made necessary by any of the operations of Grantee under this Franchise.

3. Relocation of Facilities. Grantee shall remove and relocate, without expense to the City, any facilities installed, used, and maintained under this Franchise if and when made necessary by the City's lawful changes of grade, alignment, or width of any public street, or place, including the construction of any sub-surface improvement.

B. Insurance

1. Minimum Limits of Insurance. Grantee shall maintain insurance during the term of this Franchise with limits no less than the following:

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

(b) Non-owned Disposal Site Pollution Liability Insurance: \$5,000,000 Combined Single Limit, naming Grantee and City as Insureds shall be procured and maintained during the life of this Franchise.

(c) Automobile Liability: \$5,000,000 combined single limit per accident for bodily injury and property damage. Pollution Liability Insurance shall be required at the stated minimum coverage level and may be a separate policy. The MCS90 Endorsement to the Automobile Policy is not acceptable for meeting Pollution Liability Insurance requirements under this Franchise.

(d) Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per incident.

2. Minimum Scope of Insurance. Coverage of the insurance required in 11.B., above, shall be at least as broad as:

(a) Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001).

(b) Insurance Services Office form number CA 0001 (Ed. V78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.

(c) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, agents, volunteers and employees; or the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The policies of insurance required by this Franchise shall contain, or be endorsed to contain, the following provisions:

(a) General Liability and Automobile Liability Coverages

(1) The City, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Grantee; products and completed operations of the Grantee; premises owned, leased or used by the Grantee; or automobiles owned, leased, hired or borrowed by the Grantee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents, or volunteers.

(2) The Grantee's insurance coverage shall be primary insurance as respects the City, its officials, employees,

agents and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees, agents, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it.

(3) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or volunteers.

(4) Coverage shall state that the Grantee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(b). Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents, and volunteers for losses arising out of work performed by the Grantee for the City.

(c). All Coverages. Each insurance policy required by this Section 11 shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, given to the City.

5. Acceptability of Insurers. The insurance policies required by this Section 11 shall be issued by an insurance company or companies authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Reports of size category VII or larger and a rating classification of A or better.

6. Verification of Coverage. Grantee shall furnish the City with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the City and are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

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

8. Required Endorsements.

(a) The Workers' Compensation policy shall contain an endorsement in substantially the following form: "Thirty (30) days prior written notice shall be given to the City of San Buenaventura in the event of

cancellation, reduction in coverage, or nonrenewal of this policy. Such notice shall be sent to:

Public Works Director
City of San Buenaventura
P.O. Box 99
San Buenaventura, CA 93002

(b) The Public Liability policy shall contain endorsements in substantially the following form:

(1) "Thirty (30) days prior written notice shall be given to the City of San Buenaventura in the event of cancellation, reduction in coverage, or nonrenewal of this policy. Such notice shall be sent to:

Public Works Director
City of San Buenaventura
P.O. Box 99
San Buenaventura, CA 9300 2

(2) "The City of San Buenaventura, its officers, employees, volunteers and agents are additional insureds on this policy."

(3) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the City of San Buenaventura, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."

(4) "Inclusion of the City of San Buenaventura as an insured shall not affect the City's rights as respects any claim, demand, suit or judgment brought or recovered against the Grantee. This policy shall protect Grantee and the City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the Grantee's liability as set forth in the policy beyond the amount shown or to which the Grantee would have been liable if only one Party had been named as an insured."

9. Delivery of Proof of Coverage. Simultaneously with the execution of this Franchise, and at least annually thereafter, Grantee shall furnish the City certificates of each policy of insurance required hereunder, in form and substance satisfactory to the City. Such certificates shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If the City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to the City.

Renewal certificates will be furnished annually to the City to demonstrate maintenance of the required coverages throughout the Term.

10. Other Insurance Requirements.

- (a). In the event any services are delegated to a subcontractor, the Grantee shall require such subcontractor to provide insurance for all of the subcontractor's employees engaged in the work in accordance with Section 11.
- (b) The Grantee shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Grantee from any obligation under this Franchise. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third person against the Grantee or any subcontractor on account of any occurrence related to this Franchise, the Grantee shall promptly report the facts in writing to the insurance carrier and to the City.

If Grantee fails to procure and maintain any insurance required by this Franchise, the City may take out and maintain, at the Grantee's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due the Grantee.

The Public Liability insurance required by Section 11 shall be written on an "occurrence," rather than a "claims made" basis, if such coverage is obtainable. If it is not obtainable, Grantee must arrange for "tail coverage" to protect the City from claims filed for a period of at least three (3) years after the expiration or termination of this Franchise relating to incidents which occurred prior to such expiration or termination.

C. Faithful Performance Bond

Simultaneously with the execution of this Franchise, Grantee shall file with the City a bond, payable to the City, securing the Grantee's faithful performance of its obligations under this Franchise. The principal sum of the bond shall be One Million Dollars (\$1,000,000). The bond shall be executed as surety by a corporation authorized to issue surety bonds in the State of California, with a financial condition and record of service satisfactory to the City. The bond shall be in a form approved by the City Manager or designee. If the Grantee fails to obtain such bond, the City may obtain such bond at Grantee's expense, and such expense shall not be allowed as an expense for rate purposes.

D. AB 939 Indemnification

Grantee hereby binds itself to protect, defend with counsel of the City's choice, and indemnify the City against all fines or penalties imposed by CalRecycle, in the event the source reduction and recycling goals of the Integrated Waste Management Act of 1989, as amended, are not met by the City and such failure to meet such goals has

been occasioned by the failure of the Grantee to achieve the diversion thresholds established herein.

SECTION 12. CITIES RIGHT TO PERFORM SERVICE

A. General

In the event that the Grantee, for any reason whatsoever, fails, refuses or is unable to collect, sweep, transport or dispose of any or all Solid Waste and/or collect and process Recyclable Materials or Green Waste which it is required by this Franchise to collect, sweep and transport, at the time and in the manner provided in this Franchise, for a period of more than forty-eight (48) hours, so that, in the City Manager's sole and unfettered determination, there is a danger to the public health, safety or welfare, then the City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Grantee during the period of such emergency as determined by the City Manager, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Grantee; and/or (2) to take possession of any or all of Grantee's land, or leasehold interests therein, equipment, or leasehold interests therein, and other property used or useful in the collection, sweeping and transportation of Solid Waste, Recyclable Materials, and Green Waste, which is attributable by Grantee to the conduct of Grantee's business with the City under this Franchise, and to use such property to collect, sweep and transport any Solid Waste, Recyclable Material or Green Waste generated within the City which Grantee would otherwise be obligated to collect, sweep and transport pursuant to this Franchise.

Notice of the Grantee's failure, refusal or neglect to collect, sweep and transport Solid Waste, Recyclable Material or Green Waste may be given orally by telephone to the Grantee at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Grantee within twenty-four (24) hours of the oral notification.

Grantee further agrees that in such event:

1. It will fully cooperate with the City to effect the transfer of possession of its property to the City for City's use.
2. It will, if the City so requests, keep in good repair and condition all of such property, provide all motor vehicles with fuel, oil and other service, and provide such other service as may be necessary to maintain said property in operational condition.
3. The City may immediately engage all or any personnel necessary or useful for the collection, sweeping and transportation of Solid Waste, Recyclable Material or Green Waste including, if the City so desires, employees previously or then employed by Grantee for the purposes of fulfilling Grantee's obligations under this Franchise. Grantee further agrees, if

the City so requests, to furnish the City the services of any or all management or office personnel employed by Grantee for the purposes of fulfilling Grantee's obligations under this Franchise, and whose services are necessary or useful for Solid Waste, Recyclable Material or Green Waste collection, sweeping and transportation operations and for the billing and collection of fees for these services.

The City agrees that it assumes complete responsibility for the proper and normal use of such equipment and facilities while in its possession. If the interruption or discontinuance in service is caused by any of the reasons listed in Section 13.E. and the City performs or causes to be performed such services itself, the City shall pay to Grantee the reasonable rental value of the equipment and facilities, possession of which is taken by the City, for the period of the City's possession, if any, which extends beyond the period of time for which Grantee has rendered bills in advance of service, for the class of service involved.

Except as otherwise expressly provided in the previous paragraph, the City's exercise of its rights under this Section does not constitute a taking of private property for which compensation must be paid; (2) will not create any liability on the part of the City to Grantee; and (3) does not exempt Grantee from the indemnity provisions of Section 12, which are meant to extend to circumstances arising under this Section, provided that Grantee is not required to indemnify the City against claims and damages arising from the sole negligence of City officers, employees and agents in the operation of collection and sweeping vehicles during the time the City has taken possession of such vehicles.

B. Duration of City's Possession

City has no obligation to maintain possession of Grantee's property and/or continue its use in collecting, sweeping and transporting Solid Waste, Recyclable Material or Green Waste for any period of time and may, at any time, in its sole discretion, relinquish possession to the Grantee.

The City's right to retain temporary possession of Grantee's property, and to provide Solid Waste, Recyclable Material or Green Waste collection and sweeping services, shall continue until Grantee can demonstrate to the City's reasonable satisfaction that it is ready, willing and able to resume such services or until other suitable arrangements can be made for the provision of Solid Waste, Recyclable Material or Green Waste collection and sweeping services, which may include the award of an Franchise to another company .

SECTION 13. DEFAULT AND REMEDIES

A. Events of Default

Each of the following shall constitute an event of default ("Event of Default") hereunder:

1. Grantee fails to perform its obligations under this Franchise, or future amendment to this Franchise, and: (1) if the failure or refusal of Grantee to perform as required by Section 7.1 of this Franchise is not cured within two (2) business days after receiving notice from the City specifying the breach; or (2) in the case of any other breach of the Franchise, the breach continues for more than thirty (30) calendar days after written notice from the City for the correction thereof, provided, however, that where such breach cannot be cured within such thirty (30) day period, Grantee shall not be in default of this Franchise if Grantee shall have commenced such action required to cure the particular breach within ten (10) calendar days after such notice, and Grantee continues such performance diligently and with continuity until completed.

2. Grantee has made any representation or disclosure to the City in connection with or as an inducement to entering into this Franchise or any future amendment to this Franchise which is false or misleading in any material respect as of the time such representation or disclosure is made, whether or not any such representation or disclosure appears as part of this Franchise;

3. There is a seizure or attachment (other than a pre-judgment attachment) of, or levy affecting possession on, the operating equipment of Grantee, including without limit its vehicles, maintenance or office facilities, or any part thereof, of such proportion as to substantially impair Grantee's ability to perform under this Franchise and which cannot be released, bonded, or otherwise lifted within forty-eight (48) hours, excluding weekends and holidays;

4. Grantee files a voluntary petition for debt relief under any applicable bankruptcy, insolvency, debtor relief, or other similar law now or hereafter in effect, or shall consent to the appointment of or taking of possession by a receiver, liquidator, assignee (other than as a part of a transfer of equipment no longer useful to Grantee or necessary for this Franchise), trustee (other than as security for an obligation under a deed of trust), custodian, sequestrator (or similar official) of the Grantee for any part of Grantee's operating assets or any substantial part of Grantee's property, or shall make any general assignment for the benefit of Grantee's creditors, or shall fail generally to pay Grantee's debts as they become due or shall take any action in furtherance of any of the foregoing;

5. A court having competent jurisdiction shall enter a decree or order for relief in respect of the Grantee, in any involuntary case brought under any bankruptcy, insolvency, debtor relief, or similar law now or hereafter in effect, or Grantee shall consent to or shall fail to oppose any such proceeding, or any such court shall enter a decree or order appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of the Grantee or for any part of the Grantee's operating equipment or assets, or orders the winding up or liquidation of the affairs of Grantee;

6. Grantee fails to provide reasonable assurances of performance as required under Section 13.F.

B. Right to Terminate Upon Default

Upon a default by Grantee, the City shall have the right to summarily terminate this Franchise upon a ten (10) days notice, and without the right on the part of Grantee for any hearing, appeal, or legal action.

C. Possession of Property and Billing Records and Systems Upon Termination

In the event of termination for default, the City shall have the right, subject to the obligations contained in Section 11 hereof, to take possession of any and all of Grantee's land, equipment, and other property used or useful in the collection, sweeping and transportation of Solid Waste, Recyclable Material or Green Waste and the billing and collection of fees for these services and to use such property. The City shall have the right to retain the possession of such property until other suitable arrangements can be made for the provision of Solid Waste, Recyclable Material or Green Waste collection and sweeping services, which may include the award of an Franchise to another company. If the City retains possession thereof after the period of time for which Grantee has already been paid by means of bills issued in advance of providing service for the class of service involved, the Grantee shall be entitled to the reasonable rental value of such property (which shall be offset against any damages due the City for the Grantee's default).

Grantee shall provide the City immediate access to all of its business records and billing system related to its billing of accounts for services and shall take direction from the City regarding the billing of customers during the period between the City's termination of the Contract for default until other suitable arrangements can be made for the billing of Solid Waste, Recyclable Material or Green Waste collection and sweeping services. The provisions of this Section 13.C. shall survive the termination of this Franchise.

D. City's Remedies Cumulative; Specific Performance

The City's right to terminate the Franchise under Section 13.B. and to take possession of the Grantee's properties under Section 13.C. are not exclusive, and the City's termination of the Franchise shall not constitute an election of remedies. Instead, they shall be in addition to any and all other legal and equitable rights and remedies, which the City may have.

By virtue of the nature of this Franchise, the urgency of timely, continuous and high quality service, the lead time required to effect alternative service, and the rights granted by the City to the Grantee, the remedy of damages for a breach hereof by Grantee is inadequate, and the City shall be entitled to injunctive relief and/or specific performance if it so desires.

E. Excuse from Performance

The Parties shall be excused from performing their respective obligations hereunder during and only during the time they are prevented from so performing by reason of floods, earthquakes, other "acts of God", war, civil insurrection, riots, acts of any government (including judicial action), and other similar catastrophic events which are beyond the control of and not the fault of the Party claiming excuse from performance hereunder. Labor unrest, including but not limited to strike, work stoppage or slowdown, sick-out, picketing, or other concerted job action conducted by Grantee's employees or directed at Grantee is not an excuse from performance and Grantee shall be obligated to continue to provide service notwithstanding the occurrence of any or all of such events; provided, that in the case of labor unrest or job action directed at a third party over whom Grantee has no control, the inability of Grantee to make collections or sweep streets due to the unwillingness or failure of the third party to provide reasonable assurance of the safety of Grantee's employees while making collections or sweeping streets or to make reasonable accommodations with respect to container placement and point of delivery, time of collection or other operating circumstances to minimize any confrontation with pickets or the number of persons necessary to make collections shall, to that limited extent, excuse performance and provided further that the foregoing excuse shall be conditioned on Grantee's cooperation in making collection and sweeping streets at different times and in different locations.

The Party claiming excuse from performance shall, within two (2) days after such Party has notice of such cause, give the other Party notice of the facts constituting such cause and asserting its claim to excuse under this Section. In the event that either Party validly exercises its rights under this Section, the Parties hereby waive any claim against each other for any damages sustained thereby.

The partial or complete interruption or discontinuance of Grantee's services caused by one or more of the events described in this Section shall not constitute a default by Grantee under this Franchise. Notwithstanding the foregoing, however, (1) the existence of an excuse from performance will not affect the City's rights under Sections 2.A. and B. if Grantee is excused from performing its obligations hereunder for any of the causes listed in this Section for a period of thirty (30) days or more, other than as the result of third party labor disputes where service cannot be provided for reasons described earlier in this section, the City shall nevertheless have the right, in its sole discretion, to terminate this Franchise by giving ten (10) days notice, in which case the provisions of Section 13.C will apply.

F. Right to Demand Assurances of Performance

If Grantee (1) is the subject of any labor unrest including work stoppage or slowdown, sick-out, picketing or other concerted job action; (2) appears in the reasonable judgment of the City to be unable to regularly pay its bills as they become due; or (3) is the subject of a civil or criminal judgment or order entered by a federal, state, regional or local agency for violation of an environmental law, and the City Manager believes in good faith that Grantee's ability to perform under the Franchise has thereby been placed in substantial jeopardy, the City may, at its option and in addition to all other remedies it may have, demand from Grantee reasonable assurances of timely and proper performance of this Franchise, in such form and substance as the City Manager believes in good faith is reasonably necessary in the circumstances to evidence continued ability to perform under the Franchise. If Grantee fails or refuses to provide satisfactory assurances of timely and proper performance in the form and by the date required by City, such failure or refusal shall be an event of default for purposes of Section 13.A.

SECTION 14. Assignment and Subcontracting

A. Assignment

Grantee shall not assign, transfer or otherwise convey this Franchise or Grantee's rights, duties or obligations hereunder or any part thereof without the prior written consent of City and the written concurrence of Grantee's surety, if any. In the event Grantee attempts to assign, transfer or otherwise convey this Franchise or Grantee's rights, duties or obligations hereunder or any part thereof without the prior written consent of City, City may, at its sole discretion, terminate this Franchise and/or exercise other rights it may have in accordance with the provisions of Article 12 herein.

For purposes of this Section the term "assignment" shall mean any sale, gift or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Franchise to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the transfer occurs. For purposes of this Section, "assignment" shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Grantee's assets dedicated to service under this Franchise to a third party; (ii) a sale, exchange or other transfer of twenty-five percent (25%) or more of the outstanding common stock of Grantee to a Person; (iii) any reorganization, consolidation, merger, recapitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction to which Grantee or any of its shareholders is a party which results in a change of ownership or control of twenty-five percent (25%) or more of the value or voting rights in the stock of Grantee; and (iv) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership. Notwithstanding the foregoing, if any of the above transaction results in a change or ownership or control of twenty-five percent (25%) or more of the value or voting rights in the stock of

Grantee, and the change of such ownership or control remains within the Harrison Family and either Jim Harrison, Myron Harrison or Ralph Harrison is still an officer of the company and will maintain management and control of the corporation, such change in ownership or control will not be considered an assignment hereunder. For purposes of this Section, the term "proposed assignee" shall refer to the proposed transferee(s) or other successor(s) in interest pursuant to the assignment.

Grantee acknowledges that this Franchise involves rendering a vital service to City's residents and businesses, and that City has selected Grantee to perform the services specified herein based on (1) Grantee's experience, skill and reputation for conducting its Solid Waste management operations in a safe, effective and responsible fashion, at all times in keeping with applicable waste management laws, regulations and good waste management practices, and (2) Grantee's financial resources to maintain the required equipment and to support its indemnity obligations to the City under this Franchise. The City has relied on each of these factors, among others, in choosing Grantee to perform the services to be rendered by Grantee under this Franchise.

If Grantee requests the City's consideration of and consent to an assignment, the City may deny or approve such request in its discretion. The City may condition an assignment upon the terms and conditions it deems appropriate. Furthermore, the City may deny any such request, if the City in its discretion deems such assignment not to be in the City's best interest. No request by Grantee for consent to an assignment need be considered by the City unless and until Grantee has met the following requirements:

1. Grantee shall undertake to pay the City its reasonable expenses of investigation and related costs necessary to investigate the suitability of any proposed assignee, and to review and finalize any documentation required as a condition for approving any such assignment;
2. Grantee shall furnish the City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
3. Grantee shall furnish the City with satisfactory proof. (i) that the proposed assignee has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Grantee under this Franchise; (ii) that in the last five (5) years, the proposed assignee has not suffered any material citations or sanctions from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local waste management laws and that the proposed assignee has provided the City with a complete list of such material citations and sanctions; (iii) that the proposed assignee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed assignee conducts its Solid Waste management practices in accordance with

sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste, including hazardous waste as identified in Title 22 of the California Code of Regulations; (v) that the proposed assignee enjoys a reputation for sound and honest business practices among its customers, suppliers, competitors and lenders; (vi) that the proposed assignee has exhibited a business philosophy of customer first and promoted customer service; and (vii) of any other information required by the City to ensure the proposed assignee can fulfill the terms of this Franchise in a timely, safe and effective manner.

Under no circumstances shall any proposed assignee be considered by the City if Grantee is in default under this Franchise at any time during the period of consideration.

In the event of an assignment a transfer fee shall be due and payable to the City in the following amounts: during the first through fifth year of this Franchise a transfer fee of \$350,000; during the sixth through eighth year of this Franchise a transfer fee of \$250,000; during the ninth through tenth year of this Franchise a transfer fee of \$100,000. If the City does not receive the transfer fee, then any such assignment hereunder shall have no force and effect, and will be considered a material breach of this Franchise.

In the event of an assignment, subcontracting or delegation of duties, the Grantee shall remain responsible for the full and faithful performance of this Franchise, and the assignee, subGrantee or other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery to the City of a bond, in an amount determined by the City, assuring that the assignee, subGrantee or other obligor shall fully and faithfully complete the work or responsibility undertaken, and upon the assignee, subGrantee or other obligor agreeing to obtain and maintain in effect insurance meeting all requirements in Section 11. All such bonds and insurance shall be at the sole expense of such assignee, subGrantee or other obligor. Any such assignment or transfer, however, shall not release the Grantee or its sureties from any obligations or liabilities arising from or under this Franchise.

B. Involuntary Assignment

No interest of Grantee in this Franchise shall be assignable by operation of law (including, without limitation, the transfer of this Franchise by testacy or intestacy). In addition, each of the following acts shall be considered an involuntary assignment:

1. If Grantee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes a proceeding under the Bankruptcy Act in which Grantee is the bankrupt; or, if Grantee is a partnership or consists of more than one person or entity, if any partner of the partnership or other

person or entity that comprises the Grantee is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors;

2. Notwithstanding the foregoing and without limiting any of the provisions of Section 13, if pursuant to the Federal Bankruptcy Code (or any similar law hereafter enacted having the same general purpose), Grantee is permitted to assign this Franchise, City shall have the right to consent or withhold consent to such an assignment pursuant to this Section. If no right of consent is granted to City then, adequate assurance of future performance of an assignee expressly permitted under such Federal Bankruptcy Code shall be deemed to mean the deposit of cash security in an amount equal to the sum of two (2) years' franchise fees for the years preceding the year in which such assignment is intended to become effective, which deposit shall be held by City for the balance of the Term, without interest, as security for full performance of any of Grantee's obligations under this Franchise.

3. If a writ of attachment or execution is levied on this Franchise;

4. If, in any proceeding or action to which Grantee is a party, a receiver is appointed with authority to take possession of the premises.

Grantee shall immediately, but no later than 24 hours, notify City of any such involuntary assignment. An involuntary assignment shall constitute a default by Grantee and City shall have the right to elect to immediately terminate this Franchise pursuant to Section 13, in which case this Franchise shall not be treated as an asset of Grantee.

C. Subcontracting

Except as approved in writing by the City, Grantee shall not enter an agreement to have another Person perform Grantee's duties under Section 6 of this Franchise, except in the case of street sweeping services.

If Grantee requests the City's consideration of and consent to a subcontract, the City may deny or approve such request in its complete discretion. No request by Grantee for consent to a subcontract need be considered by the City unless and until Grantee has met the following requirements:

1. Grantee shall undertake to pay the City its reasonable expenses of investigation costs necessary to investigate the suitability of any proposed subcontractor, and to review and finalize any documentation required as a condition for approving any such assignment;

2. Grantee shall furnish the City with audited financial statements of the proposed subcontractor's operations for the immediately preceding three (3) operating years;

3. Grantee shall furnish the City with satisfactory proof. (i) that the proposed subcontractor has at least ten (10) years of Solid Waste management experience on a scale equal to or exceeding the scale of operations conducted by Grantee under this Franchise; (ii) that in the last five (5) years, the proposed subcontractor has not suffered any citations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local waste management laws and that the proposed subcontractor has provided the City with a complete list of such citations and censures; (iii) that the proposed subcontractor has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed subcontractor conducts its Solid Waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the collection and disposal of waste, including hazardous waste as identified in Title 22 of the California Code of Regulations; (v) of any other information required by the City to ensure the proposed subcontractor can fulfill the terms of this Franchise in a timely, safe and effective manner.

Under no circumstances shall any proposed subcontract be considered by the City if Grantee is in default at any time during the period of consideration.

SECTION 15. MISCELLANEOUS PROVISIONS

A. Relationship of Parties

The Parties intend that Grantee shall perform the services required by this Franchise as an independent Grantee engaged by the City and not as an officer or employee of the City, nor as a partner of or joint venturer with the City. No employee or agent of Grantee shall be or shall be deemed to be an employee or agent of the City. Except as expressly provided herein, Grantee shall have the exclusive control over the manner and means of conducting the Solid Waste, Recyclable Material or Organic Waste collection, sweeping and disposal services performed under this Franchise, and all persons performing such services. Grantee shall be solely responsible for the acts and omissions of its officers, employees, subGrantees and agents. Neither Grantee nor its officers, employees, subGrantees and agents shall obtain any rights to retirement benefits, workers' compensation benefits, or any other benefits which accrue to City employees by virtue of their employment with the City.

B. Compliance with Law

In providing the services required under this Franchise, Grantee shall at all times, at its sole cost, comply with all applicable laws, permits and licenses of the United States, the State of California and the City and with all applicable regulations promulgated by federal, state, regional or local administrative and regulatory

agencies, now in force and as they may be enacted, issued or amended during the Term.

Grantee shall ensure its compliance with its encroachment permit for trash containers on public rights-of-way by restricting customer use of rental bins and Roll-offs in public right-of-ways as specified by City regulations.

C. Governing Law

The validity of this Franchise and any of its terms or provisions, as well as the rights and duties of the Parties hereunder shall be governed by, construed and enforced in accordance with, the laws of the State of California.

D. Jurisdiction

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

E. Binding on Successors

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

F. Transition to the Next Grantee

At the point of transition to a new Grantee, Grantee will cooperate with the City and subsequent Grantee(s) to assist in an orderly transition which will include Grantee providing route lists and billing information. Grantee will not be obliged to sell collection vehicles, bins and containers to the next Grantee. Depending on Grantee's circumstances at the point of transition, the Grantee at its option may enter into negotiations with the next Grantee to sell (in part or all) collection vehicles, bins and containers.

G. Parties in Interest

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

H. Waiver

The waiver by either Party of any breach or violation of any provision(s) of this Franchise shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The subsequent acceptance by either Party of any monies, which become due hereunder shall not be deemed to be a waiver of any pre-existing or concurrent breach or violation by the other Party of any provision of this Franchise.

I. Grantee's Investigation

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

J. Condemnation

The City fully reserves the rights to acquire the Grantee's property utilized in the performance of this Franchise, by purchase or through the exercise of the right of eminent domain.

K. Notice

All notices, demands, requests, proposals, approvals, consents and other communications which this Franchise requires, authorizes or contemplates, except as provided in Section 12.A., shall be in writing and shall either be personally delivered to a representative of the Parties at the address below or be deposited in the United States mail, first class postage prepaid, addressed as follows:

To City: City Manager
 City of San Buenaventura
 Post Office Box 99
 San Buenaventura, CA 93002

To Grantee: President

E. J. Harrison & Sons, Inc.
P.O. Box 4009
Ventura, CA 93004

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

Notice shall be deemed given on the day it is personally delivered or, if mailed, three days from the date it is deposited in the mail.

L. Representatives of the Parties

References in this Franchise to the "City" shall mean the City Council and all actions to be taken by the City shall be taken by the City Council except as herein expressly stated or as provided below. The City Council may delegate, in writing, authority to the City Manager, the Director of the Department of Public Works and/or to other City officials and may permit such officials, in turn, to delegate in writing some or all of such authority to subordinate officers. The Grantee may rely upon actions taken by such delegates if they are within the scope of the authority properly delegated to them.

The Grantee shall, by the Effective Date, designate in writing a responsible officer who shall serve as the representative of the Grantee in all matters related to the

Franchise and shall inform the City in writing of such designation and of any limitations upon his or her authority to bind the Grantee. The City may rely upon action taken by such designated representative as actions of the Grantee unless they are outside the scope of the authority delegated to him/her by the Grantee as communicated to the City.

M. City Free to Negotiate with Third Parties

The City may investigate, during the Term and thereafter, all options for the collection, diversion, and disposal of Solid Waste, Street Sweeping waste, Recyclable Materials and Organic Waste after the expiration of the Term. Without limiting the generality of the foregoing, the City may solicit proposals from Grantee and from third parties for the provision of collection services, disposal services, recycling services, Organic Waste collection, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination under Section 13 of this Franchise.

N. Effect on Other Agreements

This Franchise supersedes and terminates all previous agreements between the Parties upon the Effective Date of this Franchise, if, and only if, this Franchise becomes effective.

O. Entire Agreement

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

P. Section Headings

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

Q. References to Laws

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

R. Interpretation

This Franchise shall be interpreted and construed reasonably and neither for nor against either Party, regardless of the degree to which either Party participated in its drafting.

S. Amendment

This Franchise may not be modified or amended in any respect except by another agreement in writing signed by the Parties.

T. Severability

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

U. Counterparts

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

V. Use of "Will"

It is intended that the use of the word "will" is to be construed as interchangeable with the word "shall."

SECTION 16. CERTIFICATION AND PUBLICATION.

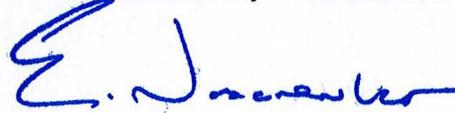
A. Certification

The City Clerk shall certify to the passage of this ordinance, and shall cause the summary of the ordinance to be published once in the official newspaper of the City of San Buenaventura, and this ordinance shall take effect and be in force on the thirty-first (31st) day after its passage.

B. Publication

Publication expenses incurred by the City in connection with the granting of this Franchise shall be paid by Grantee within thirty (30) days after the City furnishes the Grantee with a written statement of the expenses.

PASSED, APPROVED, AND ADOPTED on this 1 day of August, 2016.



Erik Nasarenko
Mayor

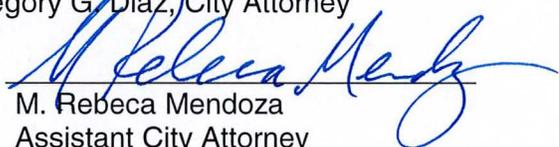
ATTEST:



Antoinette M. Mann, MMC, CRM
City Clerk

APPROVED AS TO FORM:

Gregory G. Diaz, City Attorney

By: 

M. Rebeca Mendoza
Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
CITY OF SAN BUENAVENTURA)

I, ANTOINETTE M. MANN, City Clerk of the City of San Buenaventura, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Ordinance No. 2016-007 that was introduced by said City Council at a regular meeting held July 25, 2016, and adopted by said City Council at a regular meeting held August 1, 2016, by the following vote:

AYES: Councilmembers Morehouse, Tracy, Heitmann, Monahan, Deputy Mayor Andrews, and Mayor Nasarenko.

NOES: None

ABSENT: Councilmember Weir.

I further certify that said Ordinance No. 2016-007 was published as required by law in the VENTURA COUNTY STAR, a newspaper of general circulation printed and published in said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Buenaventura, California.

Antoinette M. Mann
Antoinette M. Mann, MMC, CRM
City Clerk
City of San Buenaventura, California

August 24, 2016
Date Attested



EXHIBIT A
IMPLEMENTATION PLAN

**E.J. HARRISON & SONS INC.
IMPLEMENTATION PLAN**

City of San Buenaventura

AGREEMENT REFERENCE NUMBER

6.B Residential Solid Waste Collection Services

- A. New service and replacement Solid Waste collection carts provided by the Grantee shall be plastic carts and compatible with semi-automated or fully-automated collection.
- B. Grantee shall provide Solid Waste collection cart within seven (7) calendar days after requested by the customer.
- C. Grantee shall provide instructions on the proper procedure for use of the cart (handle facing the street, cart two feet from the curb, cars or other objects) and collection day within seven (7) days after requested by the customer.

Commencing on September 1, 2016, Grantee shall notify all Residential customers about the 96-gallon recycling carts available at no additional cost, as described in Section 2 of the Rate Resolution. Notification shall include a billing message on every Residential bi-monthly bill at a minimum of twice per calendar year. The billing message must be placed on a spring and fall statement. Additionally, a detailed description of the program must be in all Residential customer Trash Flash newsletters. Grantee shall have one month from the customer's request to deliver the new carts.

6.D Accepted Recyclable Materials

Cardboard, all hard plastics #1 through #7, all paper, aluminum and metal cans, glass food and beverage containers, and cartons. See also Section 5.5.D.

6.D Residential Recycling

- A. Residential Monitoring
 - 1. The Grantee's Field Representatives in coordination with the City's Environmental Sustainability Division will monitor the entire customer base over the course of each year for compliance with the recycling and Green Waste programs, leaving a recycling reminder card as appropriate.
 - 2. The reminder cards will be made available to the drivers to use as needed on the routes.

3. A record of the addresses of customers who have been left reminder cards will be maintained by Harrison for up to one year after the date of the incident.
4. The list of customers that have been left reminder cards will be provided quarterly to the City of Ventura (along with other quarterly reports like the complaint log summary).
5. Harrison and the City will work together to take appropriate action regarding customers who are repeatedly identified as being in non-compliance with the diversion program guidelines.

B. Education

1. Residential Customers Newsletter – “THE TRASH FLASH”
 - (a) Shall be distributed to all Residential customers by June 30, and December 31, of each year during the term of the Agreement.
 - (b) New customers will receive by mail the most current newsletter within seven calendar days of the order for new service.
 - (c) Residential newsletter shall include the following information in every issue:
 - i. List of accepted Recyclable Materials (English and Spanish)
 - ii. Information on new or changes in accepted Recyclable Materials
 - iii. Information about free bulky item pick-ups
 - iv. Information about free upgrade to 96-gallon recycling cart
 - v. A quarter page reserved for City information
 - (d) Residential newsletter shall include information to promote Residential recycling education.
2. Collection reminder cards shall be in English and Spanish.
3. Provide three (3) different Solid Waste education information messages per year with Residential trash bills. Messages will be approved by the City.
4. Newspaper Ads. In addition to newspaper ads for holiday schedules and Christmas trees, a minimum of two display ads, one in March, and one in September during the term of the agreement shall be placed to promote recycling education.

C. Bulky Item Pick-ups

Grantee shall provide to Residential customers four free bulky items during two pick-ups per year without charge.

This free service may be modified by allowing customers to have an extra pick up of a Green Waste or Solid Waste container at no charge in exchange for one bulky item pick up. Customers may also elect to combine all four bulky items into one pick-up.

6.E Multi-Family Residential/Commercial/Roll-Off Recycling

A. Bin Distribution

1. Provide desk area containers to commercial white bin service customers as requested.
2. Availability of desk area containers shall be advertised in the commercial newsletters.
3. Annual budget for the boxes not to exceed \$1,000.

B. Monitoring

1. Grantee shall annually and as requested by the City, identify all commercial Generators that are not participating in a source separated recycling program or the Unicycling program. Grantee, in cooperation with the City, shall endeavor to implement a source separated recycling program or Unicycling program for all identified nonparticipating program or Unicycling program for all identified nonparticipating Generators. Non-participating commercial Generators shall be identified in the Annual Report due by January 31st of each calendar year.
2. Grantee shall annually and as requested by the City, Grantee shall identify all commercial Generators with Source Separated recycling programs that have less than 25% of their Solid Waste and Recyclable Materials by volume hauled away through the white bin program. Generators with special circumstances (e.g. backhauling cardboard of using a permitted recycler) may be excused from compliance with this provision with City approval. Non-participating commercial Generators shall be identified in the Annual Report due by January 31st of each calendar year.
3. Any rate adjustments (incentives or penalties) to improve diversion will be made during the regular CPI rate adjustment process as outlined in this Agreement. The analysis may include, but is not limited to, pricing incentives for effective participation and/or financial penalties for non-participation.
4. The Grantee's Field Representatives in coordination with the City's Environmental Sustainability Division will audit the entire Multi-Family,

commercial, and Roll-off customer base for diversion and recycling potential and make recommendations for Harrison diversion programs and implement such programs as appropriate.

5. Recycling, Green Waste, and Food Waste recycling bins will feature educational stickers on the bins upon delivery. The “Unicycling” Commercial bins will have guidelines affixed, provided by Grantee. Under this program, the customer is responsible for separating and bagging all messy Solid Waste as designated by Grantee. The Solid Waste collected will then be sorted for Recyclable Materials at the City Designated Processing facility. Green Waste is banned from Unicycle bins.
6. After establishment, all customer diversion programs will be monitored a minimum of once per year.
7. The Grantee will provide a statistical summary by category of commercial customer monitoring / education efforts on a quarterly basis, starting January 31, 2017, for the preceding quarter (October-November-December), and will be due 20 days following the end of each quarter throughout the Agreement.
8. Individual customer account information, including business name, address, and date of contact will be available upon request.

C. Education

1. Notify in writing current and future roll-off customers of \$7.41/ton surcharge for recycling if not source-separated.
2. Provide six different Solid Waste education information messages per year for Commercial and Roll-off customers on trash bills. Messages approved by City.
3. If the Grantee’s Field Representatives indicates re-education needed for specific commercial customers, the City’s Environmental Sustainability Division will be notified beginning January 31, 2017 and quarterly thereafter of customers failing to meet Harrison's minimum recycling standards. Also, non-compliant customers will be referred to the Environmental Sustainability Division on an as needed basis.
4. Harrison employees shall refer requests for source reduction information and education, hazardous waste inquiries, and non-Harrison services that the City offers to City of Ventura Environmental Sustainability Division staff.
5. Commercial Newsletter – “TRASH FLASH”
 - (a) TRASH FLASH shall be distributed to all commercial customers by March 31, and September 30, of each year during the term of this Agreement.

- (b) New customers shall receive the most current newsletter containing information on their diversion options within seven calendar days of request for new service.
 - (c) TRASH FLASH shall include the following information in every issue:
 - (i) A list of accepted Recyclable Materials (English and Spanish)
 - (ii) Information on new or changes in accepted Recyclable Materials
 - (iii) A quarter page reserved for City information.
 - (d) Commercial Newsletter shall include information to promote commercial recycling education.
6. In addition to newspaper ads for holiday schedules and Christmas trees, a minimum of two display ads, one in June and one in December, each term of the Agreement, shall be placed to promote recycling education.
- D. Cardboard, all hard plastics #1 through #7, all paper, aluminum and metal cans, glass food and beverage containers, and cartons.

E. City's Environmental Services Specialist

The City's Environmental Sustainability Division will continually work with the Grantee to maximize waste reduction and recycling for all Multi-Family, commercial and roll-off customers in the City of Ventura. The City's Environmental Services Specialist shall contact businesses after the initial placement of a recycling bin and education. The Environmental Services Specialist shall provide to each business:

1. Source reduction education
2. Recycling education
3. Services offered by Harrison
4. Services offered by City Permitted Recyclers if requested
5. Identify other potential opportunities for additional service re-education and diversion.
6. If relevant, information about Food Waste collection and recycling.
7. If relevant, information about Green Waste collection and recycling.

The Environmental Services Specialist shall forward any requests or revisions of trash / recycle/Green Waste/Food Waste service to Harrison for their consideration.

F. Field Representative

Grantee shall provide a Field Representative to the City for up to 30 hours per month to assist the City's Environmental Sustainability Division in implementing recycling programs. These hours may be used for onsite waste assessments with businesses and Multi-Family residences, meetings and phone calls with City staff, or analysis of the programs being jointly implemented by the Grantee and City.

6.F Organic Waste Recycling (Food Waste)

Grantee shall place all commercial Food Waste barrels and bins inside trash enclosures unless no enclosure is available.

Grantee shall report ongoing incidents of human or animal scavenging in Food Waste barrels or bins to the City's Environmental Sustainability Division.

Grantee shall report ongoing incidents of contamination (>10%) in commercial Food Waste barrels and bins to the City's Environmental Sustainability Division.

6.I Community Cleanup Events

Grantee will support the efforts of the City to provide residents with up to two (2) community clean-up and recycling events per calendar year. In addition to providing the up to ten (10) 40-yard Roll-off trash dumpsters per community clean-up event, Grantee will advertise the events in the Trash Flash Residential Newsletter and bi-monthly billing statements.

6.K Removal of Hazardous Waste

The Grantee shall provide a list of customers that were left a hazardous waste tag, including the type of hazardous material that was refused to be collected. The list shall be submitted to the City Environmental Services Division monthly by the 20th day of the following month.

6.O Truck Signage

All collection vehicles shall be identified with signage approved by the City when they are in the process of collecting recyclables, Green Waste, or Food Waste. Trash trucks are not allowed to collect recyclables, Green Waste, or Food Waste without the appropriate signage. Trash trucks shall not collect trash with recyclables, Food Waste, or Green Waste in the same collection vehicle.

6.Q Personnel

Grantee Safety Policy: SB198 injury and illness program shall be submitted to the City by January 31 of every year as part of the annual report.

6.R Contingency Plan

The written contingency plan shall be updated by January 31, of each year to include provisions for emergency communications, emergency power, and an implementation schedule.

8.C Reports

A. Monthly Reports

The below reports shall be submitted on a monthly basis in a format approved by the City no later than the 20th day of the following month:

1. Tonnage Reports. Grantee shall provide the City's Environmental Sustainability Division with quantities of Solid Waste, Recyclable Materials, and Green Waste collected.
2. Participation Reports. Grantee shall provide the City's Environmental Sustainability Division a summary of number of households served, total number of Residential and commercial premises participating in the Recycling and Green Waste programs, and number of pick-ups.
3. New Accounts. Grantee shall provide the City's Environmental Sustainability Division with a list of all new commercial and Residential accounts on a monthly basis.
4. Quarterly Reports. Grantee shall compile a summary statistical table of the complaint log in a format satisfactory to the City no later than 20 days after the conclusion of each quarter.

B. Annual Reports

The Grantee shall submit annual reports listed below on the required dates in a format satisfactory to the City:

1. Financial Reports. Grantee shall submit annual financial statements consisting of a balance sheet, related statement of operations, and a schedule reconciling Grantee's operations under this Agreement to those contained in the Grantee's financial statements, and such additional financial or statistical data as may be prescribed by the City. All such statements and reports shall be submitted by October 31 of each year.
2. Activity Reports. On January 31 of each year Grantee shall submit to the City a report on the measures taken during the year related to Grantee's Solid Waste and Recycling public awareness and promotion campaign describing measures taken during the year and the status of each component of the campaign in a format approved by the City. The format of the annual Activity Report shall include date of activity, task, number of participants, and status.

3. State Required Disposal and Recycling Reports. At least annually, and more frequently if required by the State or City, Grantee shall report to the City Solid Waste collection and disposal and Recyclable Material and Green Waste collection and processing information and data that the City deems to be required as a result of current or future local, state, or federal law, regulations, orders, or permits. This report shall be submitted to the City by January 31 of each year.
4. Organics Recycling Report. At least annually, and more frequently if required by the State or City, Grantee shall report to the City Organic Waste collection and processing information and data that the City deems to be required as a result of current or future local, state, or federal law, regulations, orders, or permits. This report will include the list of businesses participating in the program as a result of AB 1826, the service level of each business, and outreach efforts to include more businesses in the program. This report shall be submitted to the City by January 31 of each year.

8.H Public / Customer Service and Accessibility

A. Service Complaints

Summary statistical table of the complaint log shall be compiled for three-month periods (quarterly). The summary of complaints report shall be submitted to the City by January 20, April 20, July 20, and October 20, for the preceding three months, respectively, during the term of the Agreement.

B. Customer Service Training

Current customer service manual shall be submitted to the City as requested.

Customer Service Representatives will receive a customer service skills course within 30 days after first employed.

All Customer Service Representatives will receive a customer skills course during each 12-month period of employment.

C. Holidays

The Grantee observes the following holidays every year: New Year's Day, Labor Day, Independence Day, Memorial Day, Thanksgiving, Christmas. When the holiday falls on a weekday, collection will be one day later than normal for that week.

EXHIBIT B
RATE RESOLUTION

RESOLUTION NO. 2016- 044

A RESOLUTION OF THE CITY OF SAN BUENAVENTURA AUTHORIZING E. J. HARRISON & SONS, INC., TO COLLECT SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC WASTE COLLECTION RATES, SUBJECT TO APPROVAL AND ADOPTION OF A RENEWED FRANCHISE AGREEMENT

BE IT RESOLVED by the Council of the City of San Buenaventura as follows:

SECTION 1: Section 6.500.260 of the San Buenaventura Ordinance Code currently sets forth the provisions requiring the City Council to adopt and amend rates that may be charged for collecting, transporting, and disposing of solid waste and/or source separated reusable materials originating in the City.

SECTION 2: On May 4, 2016, City staff approved all documents submitted by E.J. Harrison & Sons, Inc. ("E. J. Harrison"), required for various rate adjustments to be applied pursuant to the current Franchise Agreement. City staff reviewed the documentation and determined that E.J. Harrison is eligible to receive the rate adjustments requested.

SECTION 3: Subject to approval by the City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time in the various rate categories stated, the new rates as designated in this resolution may be applied and become effective beginning September 1, 2016.

SECTION 4: City staff reviewed the documentation and determined that E.J. Harrison is eligible to receive the CPI rate adjustment. Subject to approval by City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time in the various categories stated herein, beginning September 1, 2016, the CPI rate increase will become effective on September 1, 2016, and will increase the residential base rate for the 64-gallon cart by \$0.27 per month and commercial base rates by 1.09%.

SECTION 3: Section 9.7. of the Franchise Agreement allows for any change in tipping fees to result in an automatic rate adjustment equaling the amount of the tipping fee plus applicable governmental fees. On July 1, 2016, Gold Coast Recycling will raise their Municipal Solid Waste tipping fee by \$0.75 per ton. Additionally, Gold Coast Recycling will raise their Curbside Recycling tipping fee by \$7.48 per ton, their Commercial White Bin tipping fee by \$7.48 per ton, and their Unicycling tipping fee by \$0.75 per ton. This pass-through rate increase will become effective on September 1, 2016, and will increase the residential base rate for the 64-gallon cart by \$.26 per month and commercial base rates by \$1.16 per month.

SECTION 4: Section 9.7. of the Franchise Agreement allows for any change in tipping fees to result in an automatic rate adjustment equaling the amount of the tipping fee

plus applicable governmental fees. On January 1, 2016, Agromin's tipping fee for Green Waste increased by \$8.80 per ton. This pass-through rate increase will become effective on September 1, 2016, and will increase the residential base rate for the 64-gallon cart by \$0.33 per month and commercial base rates by \$0.12 per month.

SECTION 5: Residential Service Rates. Subject to approval by the City Council of the proposed ordinance granting a renewed Franchise Agreement between the City of San

Buenaventura and E.J. Harrison & Sons, Inc. ("Franchise Agreement"), beginning September 1, 2016, the monthly residential rates that may be charged for solid waste collection once per week shall be as follows:

34	gallon capacity	\$24.81
64	gallon capacity	\$27.34
101	gallon capacity	\$31.49

All service levels include recycling and green waste service. The monthly rates for condominium complexes, mobile home parks and other residential clusters of greater than four units, where container service is provided and only a single billing is required for the total residential cluster, shall be \$1.00 less than that charged for equivalent residential rates. Condominiums, planned unit developments, and homeowner's associations which have individual barrel service, and which are exempted from green waste service, shall be credited \$2.78 per unit per month.

SECTION 6: Miscellaneous Residential Service Rates. Subject to approval by the City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time, beginning September 1, 2016, the monthly residential rates that may be charged for solid waste collection once per week shall be as follows:

Miscellaneous Residential Services	Rate
Large capacity recycling cart (96 gal)	\$0.00
Extra recycling cart	\$1.25/month
Extra green waste cart	\$3.00/month
Extra solid waste cart	\$5.17/month
New account start fee	\$0.00
Re-start fee	\$25.00
Container replacement (customer damage)	\$45.00
Standard walk-in service	\$17.74/month
Change of service (if more than once per year)	\$25.00
Return check fee	\$20.00

Late payment charge	1.5%/month
Drive-in charge (up to 100 feet)	\$30.00/month
Drive-in charge (over 100 feet)	\$50.00/month
Shared billing	\$3.50/month/customer
Miscellaneous service charges*	Mutually agreed upon by Hauler and City

* A miscellaneous service charge may be added to a residential bill if a unique or unusual collection method is required to perform service.

SECTION 7: Commercial Service Rates. Subject to approval by City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time, beginning September 1, 2016, the monthly commercial rates that may be charged for solid waste collection shall be as follows:

COMMERCIAL SOLID WASTE RATES

Pickup/Week	1	2	3	4	5	6	7
1.5 YD	\$110.18	\$180.24	\$250.28	\$320.32	\$390.37	\$460.42	-
2 YD	\$119.64	\$191.60	\$263.51	\$335.44	\$407.38	\$479.36	-
3 YD	\$158.93	\$243.78	\$328.66	\$413.67	\$498.67	\$583.33	\$668.22

COMMERCIAL RECYCLING RATES

Pickup/Week	1	2	3	4	5	6	7
1.5 YD	\$70.06	\$140.12	\$210.18	\$280.24	\$350.30	\$420.36	-
2 YD	\$71.96	\$143.92	\$215.88	\$287.84	\$359.80	\$431.76	-
3 YD	\$84.86	\$169.72	\$254.58	\$339.44	\$424.30	\$509.16	-

COMMERCIAL GREEN WASTE RATES

Pickup/Week	1	2	3	4	5	6	7
1.5 YD	\$70.06	\$140.12	\$210.18	\$280.24	\$350.30	\$420.36	-
3 YD	\$84.86	\$169.72	\$254.58	\$339.44	\$424.30	\$509.16	-

COMMERCIAL FOOD WASTE RATES *

Pickup/Week	1	2	3	4	5	6	7
1.5 YD	TBD						
3 YD	TBD						

* The rates of this section will be established by the _____ following a study to be carried out

Failure to participate in "Unicycling Program" or segregated recycling container (white bin) recycling program (applies to all commercial and multi-family accounts that use yard bins described in the rate schedule above) will result in a 25% surcharge fee on the entire bill.

Generators with a waste stream rich in recyclable material that are unwilling to divert over 25% of their recyclable materials by volume shall be charged a 25% surcharge fee on entire bill.

COMMERCIAL SOLID WASTE BARREL RATES

32 GAL MINIMUM

	1	2					
1 Barrel	\$29.49	\$59.00	-	-	-	-	-

64 GAL BARREL

Pickups/Week	1	2	3	4	5	6	7
1 Barrel	\$33.32	\$65.30	\$97.30	\$129.30	\$161.28	\$193.30	-
2 Barrels	\$63.61	\$124.37	\$185.15	\$245.92	\$306.68	\$369.07	-
3 Barrels	\$93.90	\$179.84	\$265.79	\$393.37	\$437.70	\$523.63	-
4 Barrels	\$124.19	\$236.66	\$349.10	\$461.54	\$574.03	\$686.42	-

COMMERCIAL FOOD WASTE BARREL RATES

32 GAL BARREL

Pickups/Week	1	2	3	4	5	6	7
1 Barrel	TBD						
2 Barrels	TBD						
3 Barrels	TBD						
4 Barrels	TBD						

64 GAL BARREL

Pickups/Week	1	2	3	4	5	6	7
1 Barrel	TBD						
2 Barrels	TBD						

3 Barrels	TBD						
4 Barrels	TBD						

SECTION 8: Miscellaneous Commercial Service Rates. Subject to approval by City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time, beginning September 1, 2016, the rates that may be charged for the following services shall be:

Extra dump charge, per bin:

Solid waste 1.5 c.y. and 2 c.y. - \$31.22; 3 c.y. - \$ 36.42
Recycling 1.5 c.y. and 2 c.y. - \$26.02; 3 c.y. - \$ 31.22

Miscellaneous Commercial Services	Rate
Pull out charge	\$10.41 per bin/per pickup
Pull out charge (with scout truck)	\$52.04 per bin/per pickup
Overweight charge*	\$26.02 per bin/per pickup
Locks installation	\$14.67
Rent on locks	\$6.71 per bin/per month
Bin changes after one year	\$30.65 each
Damaged bin (burnt or customer damage)	\$104.07 each
Shared billing	\$3.50/month/customer
Miscellaneous service charges**	Mutually agreed upon by Hauler and City

* Overweight Charge for compacted solid waste as determined by Hauler, not to exceed 40% above authorized rate.

** A miscellaneous service charge may be added to a commercial bill if a unique or unusual collection method is required to perform service.

SECTION 9: Drop Box (Roll-off) Service Rates. Subject to approval by City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time, beginning September 1, 2016, industrial rates for Drop Box service that may be charged for solid waste and/or source separated recyclable material collection shall be as follows:

Drop Box (Roll-off) Service	Rate
Deposit	\$250.00
Delivery	\$37.42
Hauling	\$128.29
Disposal cost	Current Tip Fee Per Ton
Source separated Recyclable Materials (at lowest tip fee available to Hauler)	Actual cost/ton
Processing fee	\$7.73/load

Rent after 3 rd day	\$2.00/day
CIWIMP Tax	\$0.05/ton
Show-Up charge	\$37.15
Overweight charge	\$25.77
Round Trip charge	\$144.56
Compactor charge	\$144.56

The **processing fee** is charged by Gold Coast Recycling on all Drop Boxes if not source-separated. The **show-up charge** may be issued if the Hauler is unable to collect a Drop Box due to customer error, when requested by customer. The **overweight charge** may be issued if any Drop Box is loaded over 10 tons, in addition to disposal costs. The **round trip charge** may be issued if customers require a special service to return the same box to the customer round-trip.

Drop Box rental does not apply to boxes delivered to customers with continuing drop box service who have at least three pick-ups per month.

Customers requiring special service to pick up and deliver roll-off box, special access problems, etc. Rate for additional service set by the Hauler.

SECTION 10: Rental Bin Service. Subject to approval by City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time, beginning September 1, 2016, the rates that may be charged for rental bin service shall be as follows:

Delivery, pick-up and disposal	\$82.74
Bin rental, starting the 7th day (following the day of delivery):	\$2.00/day

SECTION 11: Bulky Item Service Rates. Subject to approval by City Council of the proposed Franchise Agreement, which may allow for increased rates at a future time, beginning September 1, 2016, the rates that may be charged for the following services shall be Beginning September 1, 2016, and continuing until changes in rates are made pursuant to the Franchise Agreement, the rates that may be charged for rental bin service shall be as follows:

Bulky Item Service*	Rate Per Item
Refrigerators	\$35.00
Water heaters	\$25.00
Chairs and couches	\$20.00
Washing and drying machines	\$20.00
Mattresses	\$20.00

Televisions	\$20.00
Hide-a-Bed	\$25.00
Items Not Listed	Rate set by Hauler
Solid Waste (per 32-gallon barrel or bag)	\$5.17
Green Waste (per 32-gallon barrel)	\$4.14

* Residential customers are entitled to four free bulky item pick-ups per calendar year

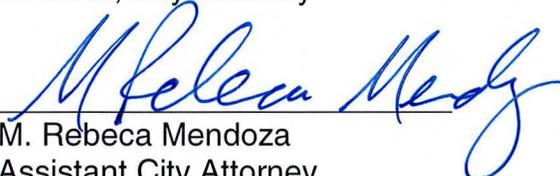
SECTION 12: Beginning September 1, 2016, this Resolution will go into effect and supersede prior resolutions setting solid waste/recycling collection rates.

PASSED AND ADOPTED on this 25 day of July, 2016.



Antoinette M. Mann, MMC, CRM
City Clerk

APPROVED AS TO FORM:
GREG DIAZ, City Attorney

By: 
M. Rebeca Mendoza
Assistant City Attorney

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF VENTURA) SS.
CITY OF SAN BUENAVENTURA)

I, ANTOINETTE M. MANN, City Clerk of the City of San Buenaventura, DO HEREBY CERTIFY that the foregoing is a full, true, and correct copy of Resolution No. 2016-044 which was duly and regularly passed and adopted by said City Council at a regular meeting held July 25, 2016, by the following vote:

AYES: Councilmembers Morehouse, Tracy, Heitmann, Monahan, Deputy Mayor Andrews, and Mayor Nasarenko.

NOES: None.

ABSENT: Councilmember Weir.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of San Buenaventura, California.

Antoinette M Mann

Antoinette M. Mann, City Clerk
City of San Buenaventura, California

August 4, 2016

Date Attested



EXHIBIT C
RATE ADJUSTMENT CALCULATIONS
AND EXAMPLES

Determination of CPI Multiplier

The Consumer Price Index (CPI) used shall be the **Consumer Price Index – All Urban Consumers for the Los Angeles-Riverside-Orange County, CA Area, not seasonally adjusted, all items index, annual average.**

The calculation to determine the CPI multiplier is as follows:

1. Current year CPI, annual average _____
2. Previous year CPI, annual average _____
3. Change in Index (line 1 minus line 2) _____
4. Line 3 divided by line 2 _____
5. Multiply line 4 times .8 (to get 80% of CPI) _____
6. Add 1 to create CPI Multiplier _____

Residential

Consumer Price Index (CPI) Rate Adjustment Formula

CPI Component Calculation

1. Current Basic Collection Rate (64 gallon standard service) _____
2. Current Franchise Fee (percent of line 1) _____
3. Current AB 939 Fee _____
4. Subtract lines 2 and 3 from line 1 to determine portion of rate subject to CPI _____

New Tip Fee Calculation

5. Multiply line 4 times CPI Multiplier determine New CPI Component _____
6. AB 939 Fee Increase _____
7. Landfill, DDS or DPF tipping fee increase (if applicable) _____
8. Add lines 5,6, and 7 _____
9. Add Franchise Fee (divide line 8 by 1(one) minus applicable Franchise Fee percent – for example, a 5% Franchise Fee would be 1 minus .05 or .95) _____
10. New Rate _____
11. Subtract line 1 from line 10 (amount of increase) _____
12. Divide line 9 by line 1 _____
13. Add 1 to line 12 to determine Multiplier to adjust other Residential Rates _____

Commercial

Consumer Price Index (CPI) Rate Adjustment Formula

CPI Component Calculation

1. Current Basic Collection Rate (3 yard bin 1 time per week) _____
2. Current Franchise Fee (percent of line 1) _____
3. Current AB 939 Fee (percent of line 1) _____
4. Subtract lines 2 and 3 from line 1 to determine portion of rate subject to CPI _____
5. Multiply line 4 by CPI Multiplier plus 2% effective 9/1/2016, 7/1/2017, and 7/1/2018 _____

New Tip Fee Calculation

6. Landfill, DDS or DPF tipping fee increase (if applicable) _____
7. Add lines 5 and 6 _____
8. Total AB939 fee and Franchise Fee percentages expressed as a decimal _____
9. Subtract line 8 from 1 (one) to determine fee mark-up divisor _____
10. Divide line 7 by line 9 to determine New Rate _____
11. Subtract line 1 from line 10 (amount of increase) _____
12. Divide line 10 by line 1 _____
13. Add 1 (one) to line 12 to determine Multiplier to adjust other Commercial Rates _____

Industrial

Consumer Price Index (CPI) Rate Adjustment Formula

Operating Rate Component Calculation

1. Current Basic Collection Rate _____
2. Current Franchise Fee (percent of line 1) _____
3. Subtract line 2 from line 1 to determine portion of rate subject to CPI _____

New Tip Fee Calculation

4. Multiply line 3 by CPI Multiplier plus 2% effective 9/1/2016, 7/1/2017, and 7/1/2018 _____
5. Divide line 4 by 1 (one) minus applicable Franchise Fee percent (For example, a 5% Franchise Fee would be 1 minus .05 or .95) to determine New Basic Collection Rate _____
6. Subtract line 5 from line 1
Amount of increase or decrease _____
7. Divide line 5 by line 1 to determine Multiplier to adjust other Industrial Rates _____

EXHIBIT D

SCHEDULED AND UNSCHEDULED SWEEPING SERVICES

SCHEDULED AND UNSCHEDULED SWEEPING SERVICES

REGULARLY SCHEDULED SWEEPING

Category	Estimated Curb Miles	Frequency	Time Restrictions
Residential	521	1x/month	8 am to 5 pm, weekdays only.
Commercial	76	2x/month	8:30 pm to 7 am., Monday through Saturday only
Throughways (Arterials)	45	2x/month	8:30 pm to 7 am., Monday through Saturday only
Islands (Median Parkways)	30	2x/month	8:30 pm to 7 am., Monday through Saturday only
Downtown	26	5x/week	2:am to 5:30 am – weekdays only.
Parks	13	1x/month	7:30 am to 5 pm, weekdays only.

(A routing map is available upon request from the City of Ventura)

NON SCHEDULED SWEEPING

500 hour annual time bank

Response Time shall be 24 hours except as noted.

Categories of non-scheduled sweeping and contracted annual hours

Category	Annual Hours
Sanitation & Water Division Projects and Sites	--
County Fair	--
Illicit Discharges: <i>immediate response</i>	--
Street Fairs and Parades	--
Olivas Park Agricultural	--
Pierpont Lanes Sand	--
City Paving Projects	--
City Construction Projects	--
PD Call-outs (accidents): <i>immediate response</i>	--
Uncategorized non-scheduled sweeping tbd	--
Total	500 hours

EXHIBIT E
CITY FACILITIES AND LOCATIONS

CITY FACILITIES AND LOCATIONS*

CITY FACILITIES

City Hall	501 Poli St.
Maintenance Yard	336 Sanjon Rd.
Ventura Avenue Adult Center	550 N. Ventura Ave.
Water Treatment Facility	5895 N. Ventura Ave.
Police and Fire Headquarters	1425 Dowell Ave.
Fire Station 1	717 N. Ventura Ave.
Fire Station 2	42 S. Seaward Ave.
Fire Station 3	5838 Telegraph Rd.
Fire Station 4	8303 Telephone Rd.
Fire Station 5	4225 E. Main St.
Pistol Range	

PARKS

Barranca Vista Park	7050 Ralston St.
Camino Real Park	Dean Dr. and Varsity St.
Harry A Lyon Park	2060 Cameron St.
Marina Park	2998 Pierpont Blvd.
Olivas Adobe Historical Park	4200 Olivas Park Dr.
Plaza Park	50 S. Chestnut St.
Fritz Huntsinger Youth Sports Complex	Telephone Rd. and Saticoy Ave.
Westpark Community Center, Park and Garden	450 W. Harrison Ave.
Juanamaria Park	7600 Loma Vista Rd.
Ventura Community Park and Aquatic Center	901 S. Kimball Rd.
Thille Park	Thille St. and Saratoga Ave.
Montalvo Hill Park	Tanager St. and Hill Rd.
Ventura Orchard Collection Park	11329 Mimosa St.
Arroyo Verde Park	Foothill Rd. and Day Rd.

BUS SHELTERS (Approximate Locations)

Aliso Ln. & Main St.	1600 N. Ventura Ave.	Telegraph & Estate	159 N. Ventura Ave
Telephone & Victoria B	Ventura Ave. & DeAnza	Victoria Ave at Walmart	300 N. Ventura Ave
Telegraph & Victoria	Crimea & Main St.	E Main Northside- Mills Rd.	1000 N. Ventura Ave
2800 Johnson Dr.	Figueroa & HBR	S. Mills & Telegraph	1177 N. Ventura Ave
Hemlock & Main St.	Ventura Ave at N. Main St.	995 N. Ventura Ave	Ash St & Main St.
Main & Chestnut N.	E. Main & Santa Cruz	720 N. Ventura Ave	N Brent Northwest Corner
S. Wells and Citrus	E. Main & Seaward	505 N. Ventura Ave	Oak & E Thompson Blvd
4095 Telegraph Rd.	2311 Pierpont Blvd.	880 N. Ventura Ave	Oak & E Thompson Blvd
Dos Caminos & Loma Vista Rd.	N Ventura Ave & Fix Way	N Ventura Ave & Ramona	B Ventura Ave & Pleas
Loma Vista Rd & St. Pauls Dr.	Ventura Ave & Barry	5895 N. Ventura Ave	

SIDEWALK BARRELS (Approximate Locations)

Main St. & California	229 E. Main St.	E. Main at Laurel	169 California St.
Main St. & Oak St. - BUS	Corner of Santa Clara	E. Main & Seaward	Ash St/Main St.
401 E. Main St/By TR LO	N. Chestnut St.	E. Main & Borchard	N Ventura Ave at Comst
299 E. Main St.	E. Main St. - Alley Parking	2464 E. Main St	N Brent Southeast Corner
7150 Telephone Rd.	535 E. Main St.	242 E. Main St	N Brent Northwest Corner
265 E. Main St.	249-294 E. Main St.	211 E. Main St.	Victoria Ave - Carl's
110 E. Main St.	692 E. Main St.	597 E. Main St.	Telegraph at McDonalds
113 E. Main St.	E. Main & Santa Cruz	434 E. Main St.	Telephone /Victoria
Ventura Ave Southeast	4990 Telephone Rd.	5171 Telegraph Rd.	Ash St./101 Freeway Pedestrian Walk
2094 E. Main St.	4999 Telephone Rd.	Oak & E Thompson Blvd	451 E. Main St.
S Seaward Across From Dukes	S Seaward & Pierpont	550 N Ventura Ave	204 E Main St.
S Seaward at Dukes	2311 Pierpont Blvd	S E Side of Brent St	Ventura Ave and Barry
394 E Main St.	340-374 E Main St.		

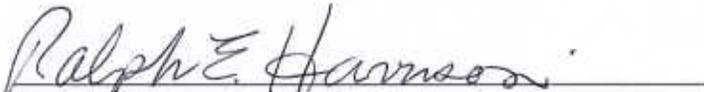
*City may add or remove locations from this list if mutually agreed upon by City and Grantee.

ACCEPTANCE OF FRANCHISE

Pursuant to City of San Buenaventura Charter Section 1403, E.J. Harrison & Sons, Inc., hereby accepts the franchise for collection, street sweeping, diversion, and disposal of solid waste, and collection and transport for processing of organic waste and recyclable materials within said municipality as the same may now or may hereafter exist, granted pursuant to City Ordinance No. 2016-007. E.J. Harrison & Sons, Inc., hereby covenants and agrees to comply with all of the provisions of the franchise.

DATED: 8-4-2016

E.J. Harrison & Sons, Inc.,



Ralph H. Harrison
President

(The above signature must be notarized.)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Ventura } SS.

On August 4, 2016 before me, Teresa D. Ramirez, Notary Public
DATE Name, Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Ralph H. Harrison - - - - -
NAME(S) OF SIGNER(S)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Teresa D. Ramirez
Signature Of Notary Public



Place Notary Seal Above

OPTIONAL

Though the data is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: Acceptance of Franchise

Document Date: August 4, 2016 Number of Pages: 1

Signer(s) Other Than Named Above: none

CAPACITY(IES) CLAIMED BY SIGNER

Signer's Name: Ralph H. Harrison

- Individual
Corporate Officer - Title(s):
Partnership - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing: E.J. Harrison & Sons, Inc.

