

**AGREEMENT FOR SOLID WASTE AND RECYCLING COLLECTION,
TRANSPORTATION, PROCESSING, AND DISPOSAL SERVICES**

THIS AGREEMENT is made this 12th day of December, 2016, between the City of Hidden Hills, a municipal corporation, hereinafter referred to as "CITY" and G.I. Industries, a Utah corporation, and USA Waste of California, Inc., a Delaware corporation, a Waste Management company, hereinafter referred to as "CONTRACTOR." CITY and CONTRACTOR are each hereinafter referred to as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, CITY is empowered under Section 7 of Article XI of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws;

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("the Act") established a solid waste management process which requires cities and other local jurisdictions to implement plans for source reduction, reuse, and recycling as integrated waste management practices; and

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

WHEREAS, CITY and CONTRACTOR are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including "the Act", the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6901 *et seq.*, and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*; and

WHEREAS, CONTRACTOR has represented and warranted to CITY that it has the experience, responsibility and qualifications to conduct recycling programs under "the Act" to assist the CITY in meeting CITY's other requirements under "the Act", and to collect, transport, and dispose of solid waste in a safe manner which will minimize the adverse effects of collection vehicles on air quality and traffic; and

WHEREAS, it is the goal of CITY to maximize both the level of participation in its recycling programs and the amount of material diverted from the waste stream for

recycling, so as to meet its waste diversion obligations under "the Act", and it is anticipated that CONTRACTOR will take a leadership role in assuring the success of CITY's recycling program.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1. DEFINITIONS

Whenever any term used in this Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in Division 30, Part 1, Chapter 2 shall apply, unless the term is otherwise defined in this Agreement or in Section 3-4-3 of Hidden Hills Municipal Code Chapter 4 of Title 3. In addition the following definitions are hereby incorporated into this Agreement:

"Additional Residential Collection Services" shall mean all services other than Basic Service.

"Basic Service" shall mean, at a minimum, three (3) 96 - gallon containers: one container for each Solid Waste, Green Waste, and Recyclables.

"Biohazardous Waste" shall mean those materials defined as biohazardous waste in California Health and Safety Code Section 25020.5, as amended from time to time.

"Bins" shall mean front loading bins and roll-off bins provided by CONTRACTOR.

"Bulky Item" shall mean large and small appliances, furniture, carpet, mattresses, E-waste, and similar large items of Solid Waste which cannot be contained within a Container.

"CITY" shall mean the City of Hidden Hills, California.

"Compostable Material" shall mean any organic material that when accumulated will become active compost as defined in PRC Section 17852(a)(1).

"CONTRACTOR" shall mean G.I. Industries, a Utah corporation, and USA Waste of California, Inc., a Delaware corporation, a Waste Management company, or its successor in interest approved by CITY pursuant to the terms of this Agreement.

"Construction and Demolition Waste" shall mean without limitation construction, demolition or industrial waste materials such as plaster, lumber, bricks, tiles, or fixtures, resulting from building construction, demolition, alterations, or manufacturing processes, excluding hazardous waste.

“Containers” shall mean those vessels used for the storage and ultimate collection of Solid Waste, Green Waste, Recyclables and/or Manure. Containers for the storage and ultimate collection of Solid Waste, Green Waste, Recyclables and Manure shall be provided by CONTRACTOR.

“Control” shall mean for purposes of this Agreement, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a corporation, partnership, joint venture, or other association.

“Diversion” shall have the same meaning set forth in Public Resources Code Section 40124, as may be amended from time to time.

“Electronic Waste (E-Waste)” shall mean consumer and business electronic equipment that is near or at the end of its useful life. E-Waste includes but is not limited to cellular telephones, computers and computer peripheral equipment and accessories, televisions, VCRs, stereos, copiers, fax machines, microwaves, electronic game consoles and other electronic products.

“Front-Loading Bins” shall mean bins which are picked up by CONTRACTOR by means of front-loading apparatus, and which are generally smaller in size than Roll-off Bins.

“Green Waste” shall mean grass, leaves, weeds, brush, prunings less than 4’ long and 6” in diameter, small branches, unpainted scrap lumber, fruit tree droppings, Christmas trees cut to fit in container (no decorations, tinsel or stand) and other organic materials generated from landscapes or gardens.

“Household Hazardous Waste (HHW)” shall mean waste materials determined by the Board, the Department of Health Services (DHS), the State Water Resources Control Board (SWRCB), or the Air Resources Board (ARB) to be: (A) of such a nature that they must be listed as hazardous in state statutes and regulations; or are (B) toxic/ignitable/corrosive/reactive; and (C) carcinogenic/mutagenic/teratogenic; which is discarded from householders as opposed to businesses.

“Hazardous Waste (HW)” shall mean any substance, waste or mixture of wastes defined as a “hazardous substance” or “hazardous waste” pursuant to Section 40141 of the Public Resources Code, Section 25117 Health and Safety Code, the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et. seq., CERCLA, and all future amendments to any of them, or as defined pursuant to the California Hazardous Substances Account Act (California Health & Safety Code § 25300 et seq.), and any consumer products with any of the characteristics of a hazardous substance. If there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term “hazardous waste” shall be construed to have the broader, more encompassing definition.

“Manure” shall mean waste matter normally accumulated and associated with stables or in livestock.

“Recyclable” or “Recyclable Material” means a material that is a part of the Solid Waste stream which is to be collected pursuant to the Agreement and which can be reused or processed into a form suitable for reuse through reprocessing or manufacture, consistent with the requirements of “the Act”, and includes Recyclable Materials and Compostable Materials. Recyclable Materials include: aluminum cans, glass jars and bottles, steel (tin) food cans, bi-metal beverage cans, empty steel aerosol containers and empty paint cans, plastic soda pop bottles and other Type #1 containers (PET polyethylene terephthalate); plastic milk and water jugs and other Type #2 containers (HDPE - high density polyethylene); Type #3 plastic containers (v-polyvinyl chloride); Type #4 plastic containers (LDPE - low density polyethylene); Type #5 plastic containers (PP-polypropylene); Type #6 plastic containers (PS-polystyrene); Type #7 plastic containers (other and commingled); juice boxes and milk containers (Aseptic Packaging, Tetra Pack, and Waxed Cardboard); scrap metal, metal foil, newspaper, mixed paper (ledger, computer, junk mail, magazines, paperback books, cereal boxes, envelopes, paper shopping bags, wrapping paper) and corrugated cardboard. Compostable materials include Manure, landscape trimmings, paper pulp, food scrap, wood chips, and bio-solids.

“Residue” shall mean materials that remain after processing Recyclables and Green Waste which cannot be recycled, marketed, or otherwise utilized, including but not limited to materials such as rocks, contaminated paper, and other debris.

“Roll-off bins” shall mean bins picked up by CONTRACTOR by means of rear loading winches onto rails. Roll-off bins are generally much larger in size than Front-loading bins.

“Services” shall mean all work, labor, materials, and supplies relating to or used in the collection, transport, processing, and disposal of any material by CONTRACTOR which is subject to the terms and conditions of this Agreement.

“Solid Waste” shall mean all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, as defined in California Public Resources Code Section 40191. “Solid Waste” does not include any of the following wastes: (1) Hazardous waste, as defined in PRC Section 40141.(2) Radioactive waste regulated pursuant to the Radiation Control Law [Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code].(3) Medical waste regulated pursuant to the Medical Waste Management Act [Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code]. Solid Waste, includes Green Waste.

“Temporary bin or roll-off” shall mean bins or roll-offs provided by and picked up by CONTRACTOR, on short term and special occasions, other than the normal required collection service.

2. EXCLUSIVE FRANCHISE RIGHTS

A. CITY hereby grants to CONTRACTOR the exclusive right and privilege, and CONTRACTOR undertakes and assumes the corresponding obligation, to provide Solid Waste handling services, including Recyclable Materials collection services, on the terms and conditions hereinafter set forth, with regard to all Solid Waste set out or placed for collection by householders with whom CONTRACTOR has Agreement for such collection services within CITY for the term of this Agreement unless earlier terminated herein (“exclusive franchise”). This exclusive franchise is granted on the terms and conditions set forth in this Agreement and the Municipal Code.

B. CONTRACTOR accepts the exclusive franchise granted by the City and agrees to perform all of the duties and obligation required by this Agreement.

C. CONTRACTOR waives any right it may have to challenge the terms of this Agreement under federal, state or local law, or administrative regulation. CONTRACTOR waives any right or claim to provide Solid Waste handling services or recycling in CITY under any prior grant of franchise, contract, license or permit.

D. Term of Agreement. The term of this Agreement shall commence on January 1, 2017 and terminate on December 31, 2023. This Agreement is in effect for seven (7) years with an option to extend it for an additional three (3) years should the CITY and CONTRACTOR both mutually agreed to continue this Agreement.

E. Authority. The provisions of this Agreement which reserve authority to CITY have been included in this Agreement solely to achieve compliance with federal, State and local laws, rules, regulations and interpretations thereof. It is CONTRACTOR, not CITY, which shall arrange for the collection of Solid Waste and Recyclable Materials pursuant to this Agreement. Nothing in this Agreement shall be construed as creating an inference that, by entering into this Agreement, or otherwise, that CITY is an “arranger” as that term is used in the context of CERCLA Section 107.

3. FRANCHISE FEE

A. Payments to City. In consideration of the exclusive franchise rights granted to CONTRACTOR pursuant to this Agreement and to partially offset City’s expenses in administering its solid waste program, CONTRACTOR shall pay to CITY the following:

1. Five (5) percent of all gross receipts from collection and disposal services provided to customers within the CITY for each fiscal year or portion thereof that this Agreement remains in effect. This sum shall be due and payable quarterly, on or before the fifteenth (15th) day following the end of each calendar quarter. Once each calendar year, CITY may change the percent of gross receipts paid to CITY upon thirty (30) days' written notice to CONTRACTOR. In the event this Agreement is terminated, the balance due shall be paid within thirty (30) days after the date services are terminated.

2. An amount of one dollar (\$1.00) per month per customer. This amount shall be paid to CITY at the same time as the amount set forth in subparagraph (1) above, and shall be deposited by CITY into CITY's Waste Management Fund.

4. SERVICES

A. Collection Services. CONTRACTOR shall collect Solid Waste, source-separated Recyclable Materials, and Green Waste placed for collection in compliance with the laws, ordinances, resolutions and policies of the CITY (the City's laws) from each premises for which CONTRACTOR has an agreement with the customer to make such collection. CONTRACTOR shall provide, at a minimum, the Basic Service to each customer. CONTRACTOR shall provide on-premises collection of Solid Waste, Recyclable Materials and Green Waste. "On-premises" collection shall also mean backyard/walk-in collection. CONTRACTOR is limited to three (3) days a week collection except special collections or as approved by CITY. Solid Waste, Recyclable Material, and Greenwaste collection shall be performed weekly on the same day of the week. All Solid Waste containers and Recyclable Material containers shall be placed, upright, with the lids closed in the location in which they were found. CONTRACTOR shall not store containers/bins for more than two (2) consecutive hours on the following streets: Long Valley Road, Jed Smith Road, Spring Valley Road and Round Meadow Road. Containers/bins shall not be stored for more than four (4) consecutive hours on all other streets. CONTRACTOR shall ensure that Green Waste and Recyclable Materials collected are diverted from the landfill.

If requested by the customer, CONTRACTOR shall provide a 2nd Recycling container, and additional Solid Waste and Green Waste containers. All such containers shall be provided within five (5) days of the customer's request. CONTRACTOR shall provide the 2nd Recycling container at no cost to the customer for either the container or the weekly collection from the container. CONTRACTOR shall be compensated for the cost of additional Solid Waste and Green Waste containers, and for additional Recycling containers in excess of the first two, at the rates set forth in Exhibit A.

B. Bin Collection Services. CONTRACTOR shall provide Solid Waste bin or roll-off collection services to customers requesting this service. The purpose of this service is to provide customers the ability to dispose of Solid Waste and Recyclables which exceed the residential Container capacity. CONTRACTOR shall, as frequently as negotiated with customer but in no event less than once per week, collect the Solid Waste,

Green Waste, and Recyclable Material, which have been compacted or otherwise placed, kept or accumulated in bins or containers. CONTRACTOR shall charge customers only those charges approved by City Council.

C. Manure Collection Services. CONTRACTOR shall provide Manure collection services. Manure collection shall be in containers and/or bins provided by CONTRACTOR. The size of container and frequency of collection shall be determined between the customer and CONTRACTOR. CONTRACTOR shall, as frequently as negotiated with customer, but in no event less than once per week, collect the Manure kept or accumulated in bins or containers. CONTRACTOR shall ensure that Manure is diverted and/or processed in a method that will allow the CITY to receive diversion credit under "the Act". CONTRACTOR shall provide the CITY with quantities of Manure collected and disposed as part of the quarterly reporting requirements.

D. Temporary Bin or Roll-off Service. CONTRACTOR shall provide temporary bins and/or roll-off service to customers requesting this service. The size of the bins and the frequency of their collection shall be determined by contract between the customer and CONTRACTOR. CONTRACTOR shall offer a seven-day rental period to customer. The exterior of the bins supplied by CONTRACTOR shall, at all times, be maintained by CONTRACTOR in a well-kept appearance. CONTRACTOR shall bill customers the amount set forth in Exhibit A for Temporary Bin and Roll-off Service located on or at the premises per month based on the number of bins and the frequency of service.

Temporary bin and roll-off containers shall not be placed or stored on any bridle trail or parkway without obtaining an Encroachment Permit from the Hidden Hills Community Association.

E. Non-Collection of Solid Waste or Recyclables. CONTRACTOR shall leave a tag on the container when any Solid Waste or Recyclable Material is not collected indicating the reason for refusal to collect, and giving reference to the ordinance or to the section of this Agreement which has been violated and which gives grounds for the refusal. The tag shall carry the CONTRACTOR's business name and telephone number and shall be securely fastened to the Container or the article Solid Waste. CONTRACTOR shall provide a listing of non-collection to CITY as part of the monthly reporting requirements.

F. Missed Collection. Should CONTRACTOR fail to collect and remove, at the time required of CONTRACTOR, any Solid Waste or Recyclable containers, CONTRACTOR shall collect the Solid Waste or Recyclables within one working day of notification.

G. Commingling Prohibited. CONTRACTOR shall not commingle, in the vehicles or otherwise, any Solid Waste, Recyclable Materials, Green Waste or Manure when collected by CONTRACTOR, unless otherwise specifically authorized in writing by CITY.

H. Collection Routes. CONTRACTOR shall establish and maintain collection routes in such a manner to provide for the uniform and efficient collection of Solid Waste from all premises on a Monday-through-Saturday basis. CONTRACTOR shall provide to the CITY a written description and maps describing areas of collection, including but not limited to, day of the week of service, approximate time of collection (a.m. or p.m.), and regularly assigned equipment by identification number. Any changes in any collection schedule shall be subject to the prior approval of the City Manager. If a change is approved, CONTRACTOR shall notify customers of the change. This notification will be at the expense of the CONTRACTOR, and shall be published in bold and legible type at least one time in the newsletter used for CITY notices. In addition, CONTRACTOR, at its own expense, will prepare notices to be distributed to all affected customers. This notice must be sent at least ten (10) days prior to implementation of any approved change.

I. Holidays. When the collection day falls on a holiday, the collection shall be made on the following working day, and collections throughout the CITY shall become current within one (1) week thereafter.

J. Hours of Collection. Collection shall take place between the hours of 7 A.M. and 5 P.M. on any day of the week, except that no collections shall be made on Sunday unless specifically authorized in writing by the City Manager. Hours and days of collection are subject to change by the City Council. All collections shall be made as quietly as possible, and CONTRACTOR shall not exceed 75 decibels when measured at a distance of 25 feet.

K. Others. Nothing in this Agreement shall prevent a customer from making occasional collections and disposal of Solid Waste from his or her premises. Nothing in this Agreement shall prevent customers from recycling materials generated in or on their premises, in their own way, if they choose not to use the CONTRACTOR's recycling services, provided that no other vendor or collection service is involved.

L. Additional Residential Collection Services. CONTRACTOR shall not provide Additional Residential Collection Services to a customer (i.e. Manure and Bin or Roll-off) unless the Basic Service is already provided to that customer.

5. ADDITIONAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES

A. Christmas Tree Recycling. CONTRACTOR agrees to provide separate collection of Christmas trees. Containers shall be provided for customers to deposit Christmas trees from December 26 through the second week of January. CONTRACTOR shall provide appropriate containers for the collection of Christmas trees for use at designated locations at City Hall and at the Community Center.

B. Bulky Item Annual Collection. CONTRACTOR shall provide, at no additional cost, an annual Bulky Item collection service for one (1) week during each calendar year. CONTRACTOR shall publish and distribute a notice to all service recipients. The notice shall contain information including, definitions of materials to be collected (including E-waste), procedures for setting out the materials, and CONTRACTOR customer service number. The notice shall be provided in English and Spanish upon approval from the CITY. This collection shall take place during a week which is mutually acceptable to CITY and CONTRACTOR.

C. Special Collection Services. CONTRACTOR shall provide, upon request from customer, special collection of Solid Waste which is not suitable for a Solid Waste container, at such times and at such rates as may be agreed upon by CONTRACTOR and customer requesting service. In the event they cannot agree on the special collection, the City Manager shall intervene. CONTRACTOR shall file and keep on file with City Manager a current schedule of rates for all special collection services throughout the term of this Agreement.

D. Household Hazardous Waste (HHW) and Electronic Waste (E-Waste). At all times during the term of this Agreement, CONTRACTOR shall provide a toll free number that will dispense information regarding HHW and E-Waste including available disposal sites or events. CONTRACTOR agrees to cooperate fully with the Los Angeles County Department of Public Works HHW Cleanup events.

6. ADDITIONAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION SERVICES TO CITY, COMMUNITY ASSOCIATION, AND SCHOOL FACILITY

A. City Hall and Community Center Collection. CONTRACTOR agrees to provide Solid Waste collection and a recycling collection program for City Hall and Community Center at no cost to CITY or Hidden Hills Community Association. CONTRACTOR shall provide containers for City Hall and Community Center recycling, as well as adequate bins for collecting Solid Waste.

B. Collection from City-owned sites. CONTRACTOR shall collect and dispose of all Solid Waste placed in Solid Waste containers and Recyclable Materials containers from the City Hall, from all buildings, recreation areas and other facilities owned by CITY and designated by the City Manager. This collection shall occur in accordance with a schedule which has been approved by the City Manager. Not more than seven (7) days shall elapse between collections. CONTRACTOR shall also pick up all Solid Waste within fifty (50) feet of CITY-owned containers. CITY-owned containers are located at the following locations.

1. Spring Valley riding arena (3 containers: 1 Solid Waste container; 1 Recycling container and 1 Green Waste bin)

2. Saddle Creek riding arena (2 containers: 1 Solid Waste container and 1 Recycling container)
3. School bus stop (Intersection of Round Meadow Road and Jed Smith Road) (2 containers: 1 Solid Waste container and 1 Recycling container)

C. Other Containers for CITY and Community Association Functions and Special Events. CONTRACTOR shall provide containers (up to 40 cu yard) for any other CITY function or special event at no cost to CITY up to four (4) times per calendar year. CONTRACTOR shall also provide containers to the Hidden Hills Community Association, as authorized by the CITY. Any such containers shall be delivered to the location designated by the City Manager and/or designated representative within forty eight (48) hours of request by CITY.

D. Public School Facility. CONTRACTOR shall collect, and deliver for disposal or processing all Solid Waste (including Green Waste) and Recyclables from Round Meadow Elementary School. CONTRACTOR shall provide the school facility with sufficient containers and other bins for the collection of Solid Waste, Green Waste and Recyclables. CONTRACTOR shall assist the school facility with selecting the Container type and size, and collection frequency that best meets the school facility's needs. Collection of Recyclable Materials shall be provided at no cost to the CITY or the school district. CONTRACTOR may charge the collection of Solid Waste based on rates charged to residential customers.

7. DIVERSION STANDARDS

A. AB 939 Compliance. CONTRACTOR shall ensure compliance with all mandates imposed by "the Act". CONTRACTOR shall achieve a minimum annual diversion rate of fifty (50) percent of all Solid Waste collected by CONTRACTOR over the initial contract period and thereafter for each year this Agreement remains in effect.

B. Compliance with C&D Diversion Ordinance. CONTRACTOR shall comply with the requirements of the CITY's construction and demolition waste diversion ordinance (Ordinance No. 313), as adopted or may be amended. C&D materials, not subject to the C&D Ordinance, disposed of in bins or roll-offs shall be recycled at a recycling facility. CONTRACTOR however is not authorized to collect C&D materials from projects subject to the C&D Ordinance (i.e., projects greater than 1,000 square feet and/or total estimated cost of greater than \$50,000 as determined by the Building Official) unless CONTRACTOR enters into a separate, non exclusive Construction and Demolition Waste Collection Agreement with the CITY.

8. DISPOSAL AND DIVERSION OF SOLID WASTE

A. Solid Waste Other Than Recyclable Materials. CONTRACTOR shall dispose of all Solid Waste other than Recyclable Materials at CONTRACTOR's expense and in accordance with all state, federal, and local laws and regulations. The cost of the disposal is included in the rates charged by CONTRACTOR hereunder.

B. CONTRACTOR shall dispose of Recyclable Materials collected in bins or roll-offs at a recycling facility permitted by the California Integrated Waste Management Board. CONTRACTOR shall also recycle at least fifty percent (50%) of construction waste collected by CONTRACTOR in bins or roll-offs. Large construction and demolition projects are subject to the CITY's construction and demolition (C&D) recycling ordinance. Participation in the CITY's C&D program is not authorized per this Agreement. Authorized haulers desiring to collect and recycle debris from projects subject to the CITY's C&D ordinance shall enter into a separate, non exclusive Construction and Demolition Waste Collection Agreement.

C. Designation of Processing Facility.

1. CONTRACTOR has designated Simi Valley Landfill and Recycling Center and the Calabasas Landfill as the Designated Disposal Site. CONTRACTOR covenants that the Designated Disposal Site is properly permitted, is classified as a Class 3 landfill (permitted to receive only municipal Solid Waste), is in compliance with all Applicable Law, and is not on or being considered for inclusion on a state or federal Superfund list, or CIWMB list of Solid Waste facilities failing to meet state minimum standards. Except as set forth in subsections C.2 and C.3, CONTRACTOR shall dispose of all Solid Waste collected in the CITY at the Designated Disposal Site, at CONTRACTOR's expense and in accordance with all Applicable Law.
2. CONTRACTOR has designated the Azusa Materials Recovery Facility as the Designated Recycling Facility. CONTRACTOR covenants that the Designated Recycling Facility is properly permitted and in compliance with all Applicable Law. CONTRACTOR shall deliver all Recyclables collected in the CITY to the Designated Recycling Facility, at CONTRACTOR's expense and in accordance with all Applicable Law. Collector shall ensure that, after processing, Residue material shall not exceed the amount permitted by Applicable Law. CONTRACTOR shall ensure that Recyclables are used in a manner that is classified as Diversion.
3. CONTRACTOR has designated Agromin Corporation as the Designated Composting Facility. CONTRACTOR covenants that the Designated Composting Facility is properly permitted for the composting of Green Waste and Manure, and is in compliance with all Applicable Law. CONTRACTOR shall deliver all Green Waste and Manure collected in the CITY to the Designated Composting

Facility for composting. If any such delivery to the Designated Composting Facility would not result in the CITY receiving credit in calculating its Diversion Rate for having diverted the Green Waste and Manure from Disposal in a landfill or transformation facility, another facility must be selected. CONTRACTOR shall ensure that Green Waste and Manure are processed into Compost in accordance with Applicable Law, and used in a manner that is classified as Diversion.

4. CONTRACTOR shall ensure that the Designated Disposal Site, Designated Recycling Facilities, and Designated Composting Facility are properly permitted and in compliance with Applicable Law at all times during the Term. CONTRACTOR shall immediately inform City Manager in writing in the event of any non-compliance, and CITY, in its sole discretion, shall have the right to require the use of a different Disposal or Processing Facility, to be selected by CONTRACTOR. The City Council may also, in its sole discretion, require the use of a different site at any time during the Term if the Designated Disposal Site, Recycling Facilities, or Composting Facility (as the case may be) is found to not be in compliance with the provisions of this Section 8, and the City Council determines that the Designated Disposal Site, Recycling Facilities, or Green Waste (as the case may be) is not acceptable due to a failure to comply with the terms of this Agreement or a finding by state or federal regulatory agencies that it is not in compliance with Applicable Law, including the Environmental Statutes, and is unable to accept CITY's Solid Waste, Green Waste or Recyclables (as the case may be). Under no circumstances, however, shall a change in one or more of the Designated Disposal Site, Recycling Facilities, or Composting Facility pursuant to this subsection C.4 provide a basis for an increase in the Rates.

9. COLLECTION EQUIPMENT

A. Containers. CONTRACTOR shall supply each dwelling or business with 96-gallon wheeled containers and/or bins for Recyclable Materials, Solid Waste, and Green Waste. Each container shall be identified with the CONTRACTOR's name and telephone number, and must have visible and legible signs/decals in both English and Spanish, identifying the type of materials allowed to be placed in each container. CONTRACTOR shall make available additional containers to any customer who requests additional containers, at the rates set forth in Exhibit A, or as rates are increased and approved by the CITY pursuant to this Agreement. CONTRACTOR shall deliver containers to customer within five (5) work days.

B. Container Maintenance. CONTRACTOR shall be responsible for proper maintenance of all containers belonging to it. This includes, but is not limited to, ensuring operable and flush fitting lids, regular cleaning to prevent odors, and periodic painting to prevent rust. CONTRACTOR shall replace containers when notified by the owner or occupant of the Single Family Residence or business that such replacement is needed due to loss or damage. CONTRACTOR shall be solely responsible for the cost of replacing or repairing missing or damaged containers.

C. Condition of Equipment. CONTRACTOR-owned trucks, trailers, bins and containers, and other conveyances or equipment used to collect Solid Waste and Recyclables shall at all times be kept clean, in good repair and well painted, to the satisfaction of the City Manager. All CONTRACTOR-owned equipment shall be free of graffiti. CONTRACTOR shall remove any graffiti on its equipment within five (5) days after being notified by the CITY or any resident or customer.

D. Inspection of Equipment. All vehicles used to collect, transport, or dispose of Solid Waste shall be inspected annually by the California Highway Patrol. All certificates generated from such inspections shall be submitted to the City Manager at the time of execution of this Agreement. Upon request, CONTRACTOR shall furnish said inspection certificates to the City Manager and/or designated representative.

E. Vehicle Operation. Each vehicle shall be so constructed and used that no rubbish, garbage, miscellaneous debris, oil, grease or other material will blow, fall, or leak out of the vehicle. All Solid Waste shall be transported by means of vehicles equipped with watertight bodies and close-fitting metal covers. Any Solid Waste dropped or spilled in collection, transfer, or transportation shall be immediately cleaned by CONTRACTOR. A broom and a shovel shall be carried at all times on each vehicle of this purpose. CONTRACTOR shall not store any vehicle on any public street or other public property in the CITY.

F. Vehicle Identification. A distinct identification number or letter shall be assigned to each vehicle used in the collection activities. This number or letter shall be no less than five (5) inches high and shall be prominently displayed on the vehicle and in plain sight from four (4) directions. Each vehicle shall also bear CONTRACTOR's business or company name and the local telephone number in letters large enough to be read from the parkways when vehicle is moving.

G. Nonconforming Vehicles. Should the City Manager at any time give notification in writing to CONTRACTOR that any vehicle does not comply with the standards hereunder, that vehicle shall forthwith be removed from service by CONTRACTOR and not again be used until inspected and approved in writing by the City Manager.

10. WORKMANLIKE SERVICES AND EMPLOYEE CONDUCT

CONTRACTOR agrees to perform the Services in a good, efficient and workmanlike manner, consistent with standards of performance commonly used in the

industry, in accordance with the rules, regulations, and specifications set forth in this Agreement, and in compliance with all applicable CITY ordinances.

CONTRACTOR and the agents and employees of CONTRACTOR in the performance of this Agreement shall act in an independent capacity and not as officers or employees or agents of the CITY.

During the term of this Agreement, CONTRACTOR shall employ, to perform its duties under this Agreement, sufficient personnel qualified by reason of education, training and experience to discharge adequately the services agreed to the CONTRACTOR pursuant to terms of this Agreement. CONTRACTOR shall provide service of the highest quality at all times, and personnel retained to perform this Agreement will be temperate, competent, and otherwise fully qualified to fulfill the obligations of CONTRACTOR.

All employees of CONTRACTOR performing Solid Waste collection services under this Agreement shall be dressed in clean uniforms with suitable identification, and no portion of this uniform may be removed while working.

CONTRACTOR shall not discriminate during the term of this Agreement against any employee or applicant for employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, disability, marital status or sexual orientation.

11. CUSTOMER SERVICE

A. Telephone Service. CONTRACTOR shall maintain private, toll-free telephone access to all residents and customers in the CITY. The telephone shall be staffed by a responsible employee of CONTRACTOR between the hours of 8 A.M. and 5 P.M. Monday through Friday, except holidays. An answering service shall be used at the same number during all other hours. CONTRACTOR shall also provide to CITY cellular and emergency after-hour numbers of key personnel.

B. Service Complaints. CONTRACTOR shall keep a formal, auditable record of all complaints received, including date, time, complainant's name and address, if information is available, and nature and date and manner of resolution of complaint. CONTRACTOR shall investigate and remedy all service complaints within 24-hours of the time the complaint was received. In the event CONTRACTOR receives three (3) or more complaints from a customer regarding negligent or inadequate service, the customer shall be contacted directly by a supervisor employed by CONTRACTOR to resolve the issue. A copy of the complaint records shall be submitted to the CITY on a quarterly basis.

C. Project Manager. CONTRACTOR shall assign a specific person(s) to manage this Agreement. Such manager shall initiate regular communication with the City Manager and/or designated representative in order to remain up-to-date on issues relating to this Agreement and shall serve as the Recycling Coordinator under Subsection D.

CONTRACTOR shall notify the CITY ten (10) days in advance if there is a change in designation.

D. Public Relations Program. CONTRACTOR shall educate the public on the importance of recycling. CONTRACTOR shall develop and implement a program designed to maximize diversion of Manure, Green Waste and any other Recyclable Materials. The program shall include educational presentations, media advertising, contests, and any other activities to encourage recycling participation. Educational presentations shall be conducted annually for CITY staff and Community Association staff.

CONTRACTOR shall also provide a recycling coordinator to coordinate the public relations program. Within 30 days after execution of this Agreement, CONTRACTOR shall submit a detailed public relations program to the City Manager for approval. A new education program shall be prepared and submitted to the City Manager and/or designated representative no later than January 1 of each year for approval.

All community relations and promotional materials and related news releases shall be developed at CONTRACTOR's sole cost and expense and be made available in English and Spanish.

E. Ownership of Solid Waste and Recyclable Materials. Ownership and the right to possession of Solid Waste, Green Waste, Manure, and Recyclables placed in containers or bundles for collection at the usual place of collection, or the drop off bins provided pursuant to Section 4.C., transfer directly from the customer to CONTRACTOR, per Section 3-4 of the Hidden Hills Municipal Code. CONTRACTOR shall notify all service recipients, in a manner acceptable to the City Manager, of the provisions of Public Resources Code Section 41950 and Section 3-4-8G of the Hidden Hills Municipal Code, to the effect that, subject to the right to possession, and liability for all recyclables, Solid Waste, Manure and Green Waste, whether or not recyclable, which is set out for collection on the regularly scheduled collection day or placed at the drop off bins shall pass to CONTRACTOR at the time it is set out. Subject to the provision of this Agreement, CONTRACTOR shall have the right to retain, recycle, compost, dispose of or use the Solid Waste or Recyclables which it collects. At no time does CITY obtain any right of ownership or possession of Solid Waste, Green Waste, Manure or Recyclables placed for collection, and nothing in this Agreement shall be construed as giving rise to any inference that CITY has any such rights. CITY and CONTRACTOR agree that, for purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is CONTRACTOR, and not CITY which is to be considered the "merchant" of goods recycled pursuant to this Agreement.

F. Privacy. CONTRACTOR shall strictly observe and protect the rights of privacy of all service recipients. Information identifying individual service recipients, or the composition of contents of a customers' Solid Waste or Recyclables shall not be revealed to any person, governmental unit, private agency or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude CONTRACTOR from preparing, participating

in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by “the Act”. CONTRACTOR shall not market or distribute mailing lists with the names and addresses of single family recipients. The rights accorded single family service recipients shall be in addition to any other privacy rights accorded single family recipients pursuant to federal or state law.

12. RATES, BILLING AND PAYMENTS

A. Rates. CONTRACTOR may impose and collect charges for collection of Solid Waste (including compostable waste) and/or Recyclable Materials from customers for services performed hereunder. CONTRACTOR shall submit, for City Council review and approval, rates and categories of rates to be charged to customers by CONTRACTOR for the collection of Solid Waste. The City Council may also, by resolution establish variable container rates and/or discount rates for certain classes of person, including, but not limited to senior citizens. CONTRACTOR shall not charge any rate or fee which is greater than the rate approved by the City Council, unless otherwise authorized by CITY laws. The initial rates proposed by the CONTRACTOR and approved by the City Council are contained in Exhibit A. Rates and services listed in Exhibit A become effective January 1, 2017.

B. Billing. CONTRACTOR shall bill customers for payment for Solid Waste collection services provided for herein at such amounts as are consistent with this Agreement. The billing shall indicate the total amount due for Solid Waste collection services without reference to, or specification of, any charges imposed pursuant to this Agreement or otherwise imposed by CITY. CONTRACTOR shall be responsible for collection of the amounts due from such customers.

C. Rate Adjustment. Rates for Basic Services may be increased annually, without City approval, commencing January 1, 2018 per the rate schedule in Exhibit B. Rate increases for other services (non-Basic Service) shall be permitted if determined in accordance with the following procedure: Seventy percent (70%) of the year’s rate for the non-Basic Service shall be calculated, and a modified amount shall be calculated based on the change in the Consumer Price Index – Garbage and Trash Collection published by the United States Department of Labor, Bureau of Labor Statistics (the “CPI modification”). Thirty percent (30%) of the existing year’s rates shall be calculated, and a modified amount shall be calculated based on the change in cost of disposal for Solid Waste at the landfill where Solid Waste is disposed of (the “Solid Waste Disposal modification”). The permitted modification shall be the sum of the CPI modification and the Solid Waste Disposal modification, provided however, that in no event shall the total increase allowed exceed seven percent (7%) of the previous year’s rate. CONTRACTOR shall submit a written request to CITY for approval of proposed rate increases to non-Basic Services a minimum of forty-five (45) days prior to the effective date.

D. Rate Adjustment Due to Unforeseen Changes. In addition to the above, CONTRACTOR may petition CITY at any time for rate and price adjustments on

the basis of unusual changes in the cost of operations, such as revised laws, ordinances, or regulations, new or modified taxes, fees or charges imposed by a governmental entity (excluding federal income taxes), changes in location of disposal sites or changes in disposal charges, or for other reasons. Such modifications may not be unreasonably withheld. A public hearing may be required for requests for a rate adjustment due to unforeseen changes. In the event that an increase in service rates is approved and implemented, CONTRACTOR shall provide a written explanation to each customer with the bill reflecting the adjusted rate, detailing the reason for the adjustment.

13. REPORTING, ACCOUNTING AND AUDITING

A. Quarterly Report. CONTRACTOR shall submit to CITY a quarterly report in a form acceptable to CITY on or before the fifteenth (15th) day following the end of each calendar quarter, which report shall at a minimum include the following information:

1. Quantity of Solid Waste, Recyclable Materials, Manure, and Green Waste (in tons) collected from all premises; and
2. Number of residential and non-residential customers served; and
3. Number of complaints received; and
4. Number of missed collections reported to CONTRACTOR; and
5. Indication of recycling program participation; and
6. A list of notices issued detailing Recyclable Materials contamination problems and CONTRACTOR's follow up actions, including copies of contamination notices and warning letters issued during the month.

B. Annual Report. CONTRACTOR shall submit to CITY an Annual Report in a form acceptable to CITY on or before the forty-fifth (45th) day following the end of each calendar year, which report shall at a minimum include the following information:

1. An annual compilation of the information contained in the quarterly reports provided pursuant to Subsection A above; and
2. Public education and information activities undertaken during the year, including distribution of billing inserts, collection notification tags, and other activities.
3. Suggested operational changes to improve the level and efficiency of future services to be performed pursuant to this Agreement, if any.

C. Financial Statement. CONTRACTOR shall provide CITY with a copy of the audited annual financial statement of its parent, Waste Management, Inc., as reported by a certified public accountant. The financial statements shall be kept confidential by CITY except 1) as they pertain to CITY's consideration of changes in the rates charged by CONTRACTOR and 2) as otherwise provided by law or directed by a court of competent jurisdiction. The City Manager and/or designated representative may specify the form and detail of such statements. In the event that the financial statements provided by CONTRACTOR are deemed insufficient by the City Manager, CITY reserves the right to

employ a certified public accountant to report on such statements. If the accountant's audit of CONTRACTOR's books and records reveals a discrepancy in franchise fees or surcharge fees owed to CITY exceeding two (2) percent of that which was initially reported on the CONTRACTOR's financial statements, CONTRACTOR shall pay all costs and expenses of the preparation of such report and/or audit. If the discrepancy is two (2) percent or less than that initially reported on CONTRACTOR's financial statements, CITY shall pay the costs thereof. Should any examination or audit of CONTRACTOR's records reveal an underpayment of franchise fees and/or surcharge fees required under this Agreement, the amount of such underpayment shall become due and payable to CITY not later than thirty (30) days after written notice of such underpayment is sent to CONTRACTOR.

14. TERMINATION and LIQUIDATED DAMAGES

A. Termination. CITY may, by written notice to CONTRACTOR, terminate the whole or any part of this Agreement at any time as a result of a violation of this Agreement by CONTRACTOR by giving written notice to CONTRACTOR of such termination and the violation, and specifying the effective date thereof, at least ninety (90) days before the effective date of such termination. In lieu of termination, the CITY may elect to notify CONTRACTOR, by notice of default, of Agreement violations. Upon receipt of a notice of default, CONTRACTOR shall have sixty (60) days to cure or correct the violation of this Agreement noted by CITY. During the 60-day cure period, CONTRACTOR shall have the right to a hearing before the City Council to discuss the violation and proposed termination, provided that the request for a hearing is made in sufficient time to schedule a hearing of the City Council falling within the 60-day cure period. If the violation has not been cured or corrected within the 60-day cure period, CITY may proceed with the termination of this Agreement on the noticed date. Upon termination, CONTRACTOR shall be compensated only for those services, which have been adequately rendered to CITY, and CONTRACTOR shall be entitled to no further compensation. Upon termination, CITY shall be entitled to damages caused by such violation and the resulting termination, including but not limited to the liquidated damages provided in Section 14B of this Agreement. Notwithstanding the 90-day pre-termination notice requirement described above, if, in CITY's determination (which termination may be made in the sole and absolute discretion of CITY), the violation endangers public health, safety or welfare, termination may be effective immediately.

The rights and remedies of CITY under this Agreement, including the right to make claim under the Performance Bond deposited with CITY by CONTRACTOR for reimbursement of any costs borne or damages incurred by CITY as a result of a default by CONTRACTOR under this Agreement and the right to perform during an emergency, shall be in addition to any and all other rights and privileges CITY may have, and shall not be deemed to limit any such other rights or privileges of CITY under this Agreement or by virtue of any law.

In the event this Agreement is terminated in whole or in part as provided in this section, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

B. Performance Standards: Liquidated Damages for Failure to Meet Standards.

The parties further acknowledge that consistent, reliable Solid Waste collection service is of utmost importance to CITY and that CITY has consider and relied on CONTRACTOR's representations as to its quality of service commitment in awarding the Agreement to it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if CONTRACTOR fails to achieve the performance standards, or fails to submit required documents in a timely manner, CITY and its residents and customers will suffer damages and that it is and will be impractical and extremely difficult to ascertain and determine the exact amount of damages, which CITY will suffer. Therefore, without prejudice to CITY's rights to treat such non-performance as an event of default under this Agreement, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to range of harm to CITY that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In signing this Agreement, CONTRACTOR and CITY specifically confirm the accuracy of the statements made above and the fact that each party had ample opportunity to consult with legal counsel and obtain an explanation of this liquidated damage provision at the time that this Agreement was made.

CONTRACTOR agrees to pay (as liquidated damages and not as a penalty) the amounts set forth below:

- (1) Failure to correct a missed service within twenty four (24) hours of notice of the missed service: \$100 per occurrence; each additional twenty four (24) hour period: \$100 per occurrence.
- (2) Failure to record a response to a customer complaint or request within twenty four (24) hours of resolution: \$100 per occurrence; each additional twenty four (24) hour period: \$100 per occurrence.
- (3) Failure to clean up spillage or litter (including leakage from vehicles) within 90 minutes of report: \$100 per occurrence.
- (4) Failure to deliver, repair, replace, clean or change size of containers/bins within seven (7) working days from request: \$100 per occurrence; each additional day problem not resolved: \$100 per occurrence.
- (5) Assessment when CONTRACTOR receives more than twenty five (25) complaints in one month: \$100. For purposes of this section, "complaints" shall mean Service Recipient notifications to the CONTRACTOR or CITY of missed pick ups, property damage, missed commitments, employee

misconduct, poor quality of service (e.g. litter on property or public right of way, misplacement of bins).

(6) CONTRACTOR operating during hours not authorized by the CITY: \$100 per occurrence.

(7) Failure to tag materials not collected due to contamination or inappropriately prepared: \$100 per occurrence.

(8) Equipment not maintained to CITY standards: \$100 per occurrence.

(9) Failure to maintain records (including Financial Statements) required by Agreement: \$100 per occurrence.

(10) Failure to submit monthly and annual reports in a timely manner: \$500 per monthly reports; \$500 annual reports, for each calendar day a required report is late.

(11) Failure to place containers back in designated trash enclosures: \$100 per container per day.

(12) Failure to provide CITY with an Educational Program Plan: \$500 for each day the Plan is late.

(13) Commingling Solid Waste with Recyclable Materials: \$2000 per occurrence.

(14) Failure to notify CITY of the change in designation of the Project Manager: \$250 per day.

(15) Failure to divert Manure at a recycling facility: \$2000 per monthly reporting.

(16) Failure to obtain Encroachment Permit from Hidden Hills Community Association when required by Section 4: \$200 per occurrence.

CITY may assess liquidated damages for each calendar day or event, as appropriate, that CONTRACTOR is determined to be liable in accordance with this Agreement. CITY shall issue a written notice to CONTRACTOR of the liquidated damages assessed and the basis for each assessment. CONTRACTOR may, within ten (10) days after receiving the notice, request a meeting with City Manager and/or designated representative. CONTRACTOR may present evidence that the assessment should not be made. City Manager and/or designated representative shall review CONTRACTOR's evidence and render a decision. Written notice of the decision shall be provided to CONTRACTOR. The decision of City Manager and/or designated representative shall be final.

CONTRACTOR shall pay any liquidated damages assessed by City Manager and/or designated representative within ten (10) days after they are assessed. If they are not paid within 10 (day) period, CITY may proceed against the performance bond required by the Agreement or order the termination of the Franchise granted by this Agreement, or both.

Commencing January 1, 2018, and each January 1 thereafter, the amounts set forth in this section may be increased by the percentage change in the Consumer Price Index (Transportation Group) Los Angeles - Anaheim - Riverside area for the preceding twelve (12) month period.

15. GENERAL PROVISIONS

A. Force Majeure. CONTRACTOR's work and services obligations provided herein shall be excused for such time that meeting such obligations is impossible due to the occurrence of riot, war, epidemic, insurrection or civil unrest, earthquake, flood, acts of God or other natural disaster. The requirements hereunder will also be waived for such time as in such areas that the streets are not in a condition to permit the safe passage of CONTRACTOR's vehicles. CONTRACTOR shall issue a memorandum to CITY monthly for all missed collections excused pursuant to this section.

B. Insurance. During the term of this Agreement, CONTRACTOR shall carry public liability insurance in an amount not less than \$2,000,000 combined single limit. CONTRACTOR shall also provide Worker's Compensation insurance for its employees as required by law. The public liability insurance required pursuant to this Agreement shall name as an additional insured CITY, its officers, agents, and employees and shall require that thirty (30) days' written notice be given prior to the reduction or modification of the limits or cancellation or expiration of policy. An endorsement or endorsements of such insurance shall be provided by CONTRACTOR and a current endorsement or endorsement shall be kept on file with CITY at all times during the term of this Agreement. No work shall be done by CONTRACTOR during any period when CONTRACTOR is not covered by insurance as required in this section. In the event CONTRACTOR does any work while not covered by such insurance, CITY may immediately terminate this Agreement without providing the ninety (90) days' written notice required by Section 15.

- C. Indemnification.
1. CONTRACTOR shall indemnify, defend (with counsel selected by CITY) and hold harmless CITY, its officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, any and all claims, lawsuits or actions arising from the awarding or execution of this Agreement, and for any and all claims and losses occurring or resulting to any person, firm, corporation or property for

damage, injury or death arising out of or connected with CONTRACTOR's or any of its officers, agents, employees or subcontractors' performance of its obligations pursuant to this Agreement or arising from or attributable to any alleged breach of warranty of merchantability or fitness of purpose or other laws relating to product liability for Recyclables collected and processed, or Compost created, pursuant to this Agreement. CONTRACTOR's obligation to indemnify, defend and hold harmless CITY as stated herein above shall include, but not be limited to, paying all actual legal fees and cost incurred by legal counsel of CITY's choice in representing CITY in connection with any such claims, losses, lawsuits or actions. The obligations of CONTRACTOR pursuant to this subsection C.1. are not limited by the coverage of any insurance maintained by CONTRACTOR pursuant to Section B. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

- 2A. CONTRACTOR shall indemnify, defend (with counsel selected by CITY) and hold harmless CITY, its officers, agents, employees and volunteers from any and all claims and losses whatsoever occurring or resulting from:
- (i) the repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Waste at any place where CONTRACTOR or any of its officers, agents, employees or subcontractors transfers, stores, processes, or disposes of Solid Waste, Green Waste or Recyclables pursuant to this Agreement; or
 - (ii) its activities pursuant to this Agreement result in a release of hazardous substances into the environment.
 - (iii) the repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan (regardless of whether undertaken due to governmental action) concerning any hazardous substance or Hazardous Waste at designated landfills, regardless of whether or not CONTRACTOR transferred, stored or disposed of Solid Waste or Recyclables from within the CITY at designated landfills before or during the Term; or
 - (iv) its activities at designated landfill, at any time before or during the Term of this Agreement, result in a release of hazardous substances into the environment.
- 2B. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, codified at 42 U.S.C. Section 9607(e), and California Health and Safety Code Section 25364, to defend, protect, hold

harmless and indemnify CITY from all forms of liability under CERCLA, RCRA or other similar federal, State or local laws or regulations, and the common law, for any and all matters addressed in this Section 15.C. CONTRACTOR's obligation to indemnify, defend and hold harmless CITY as stated herein above shall include, but not be limited to, paying all actual legal fees and cost incurred by legal counsel of CITY's choice in representing CITY in connection with any such claims, losses, lawsuits or actions. In connection with claims, liability, lawsuits or actions arising out of the Environmental Statutes, this clause shall not restrict any rights CITY has against CONTRACTOR, including, but not limited to, the right of contribution, pursuant to the Environmental Statutes. The obligations of CONTRACTOR pursuant to this subsection C.2.A are not limited by the coverage of any insurance maintained by CONTRACTOR pursuant to Section 14.B. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

3. CONTRACTOR agrees to indemnify, protect, defend (with counsel reasonably acceptable to CITY) and hold harmless CITY, its officers, agents and employees from compliance of "the Act", against all fines or penalties imposed by the California Integrated Waste Management Board (CIWMB) in the event the diversion, source reduction and recycling goals of "the Act" are not met by CITY, or in the event CONTRACTOR's delays in providing information prevent CITY from submitting reports required by "the Act" in a timely manner. CONTRACTOR further agrees to reimburse CITY its "pro rata share" of all costs and expenses attributable to any administrative proceedings (including but not limited to the administrative proceedings required by Public Resources Code Section 40059.1(c)(5)) or litigation relating to compliance with "the Act", including reasonable attorneys' fees. For purposes of this Section, CONTRACTOR's "pro rata share" shall be determined by apportioning such costs and expenses in accordance with the percentage of fault of CONTRACTOR and CITY, as determined by the court or administrative body, or if none, as mutually agreed to by the parties. CONTRACTOR's obligation to indemnify and reimburse CITY pursuant to this Section is limited to the extent that such fines, penalties, costs or expenses result from activities, events, or omissions occurring during the period during which Collection Services are to be provided under this Agreement. The obligations of CONTRACTOR pursuant to this subsection C.3 are not limited by the coverage of any insurance maintained by CONTRACTOR pursuant to Section 15.B. CONTRACTOR's indemnification hereunder is expressly conditioned upon: (a) implementation of the Construction and Demolition Recycling requirements of Ordinance 313; and (b) CITY's good faith efforts to implement its Source Reduction and Recycling Element, including any

amendments thereto. **THIS PROVISION SHALL SURVIVE THE EXPIRATION OF THE PERIOD DURING WHICH SOLID WASTE AND RECYCLABLES COLLECTION, PROCESSING AND DISPOSAL SERVICES ARE TO BE PROVIDED UNDER THIS AGREEMENT.**

D. Performance Bond. Prior to execution of this Agreement, CONTRACTOR shall deposit with CITY either a letter of credit or a performance bond (collectively referred to as the "Performance Bond") in the amount of \$250,000. The Performance Bond shall serve as a security for the faithful performance of CONTRACTOR of all of the provisions and obligations of this Agreement. Such Performance Bond shall permit the CITY to draw upon it in the event the CONTRACTOR fails to perform its obligations hereunder and fails to pay any liquidated damages required to be paid as a result of such non performance. The Performance Bond shall contain terms acceptable to CITY. If CONTRACTOR deposits a letter of credit with CITY, interest, if any, relating to any cash deposits that may exist with regard to that letter of credit shall accrue to CONTRACTOR. This bond must stay in effect for the entire term or be renewed annually.

16. ASSIGNMENT

A. Assignment of Contract. CONTRACTOR shall not assign, sell, subcontract or otherwise delegate authority to perform any portion of this Agreement without the prior express written consent of CITY. In addition, no interest in this Agreement or any right or privilege accruing to CONTRACTOR under the terms of this Agreement shall be assigned without the prior express written consent of CITY. In the event of any assignment duly authorized by CITY, the assignee shall assume the liability of CONTRACTOR.

B. Transfer of Stock or Interest. No sale, gift, or transfer of stock of, or any other interest in CONTRACTOR which would result in change in Control of CONTRACTOR during the term of this Agreement shall be made without prior approval of the City Council. Violation of this provision shall be a breach of the Agreement and grounds for termination by CITY.

C. Bankruptcy. If CONTRACTOR shall at any time during the term of this Agreement become insolvent, or if proceedings in bankruptcy shall be instituted by or against CONTRACTOR, or if CONTRACTOR shall be adjudged bankrupt or insolvent by any court, or if a receiver or trustee in bankruptcy or a receiver of any property of CONTRACTOR shall be appointed in any suit or proceeding brought by or against CONTRACTOR, or if CONTRACTOR shall make any assignment for the benefit of creditors, then and in each and every such case, this Agreement shall immediately cease, terminate, and be canceled upon written notice by CITY and without the necessity of suite or other proceeding.

17. NOTICES

A. Written Notice. All notices required or provided for under this Agreement shall be in writing, and shall be delivered in person or by certified mail, postage prepaid, and addressed to the parties as follows:

TO CITY: CITY OF HIDDEN HILLS
6165 Spring Valley Road
Hidden Hills, CA 91302
Attention: City Manager

TO CONTRACTOR: Director of Operations
GI Industries
195 W. Los Angeles Street
Simi Valley, CA 93065

Copy to:

Waste Management-Southern California Area
9081 Tujunga Avenue
Sun Valley, CA 91352
Attention: Legal Counsel

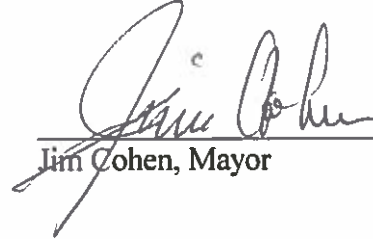
Any notice so delivered shall be effective upon the date of personal delivery or, in the case of mailing, on the date of delivery or attempted delivery as shown on the U.S. Postal Service return receipt. Any party may change its address for notice by giving ten (10) days' notice of such change in the manner provided for this section.

18. MISCELLANEOUS

A. Severability. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, the remaining terms and conditions shall not be affected unless their enforcement under the circumstances would be unreasonable, inequitable or otherwise frustrate the purposes of the Agreement.

EXECUTED the day and year first above stated.

CITY OF HIDDEN HILLS ("CITY")



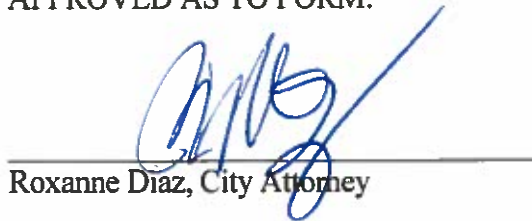
Jim Cohen, Mayor

ATTEST:



Deana L. Graybill, CMC, City Clerk

APPROVED AS TO FORM:



Roxanne Diaz, City Attorney

CONTRACTOR

By 

Exhibit A

Services	Rates	Collection Frequency
Basic Service – 1-96gal Blue Trash Cart 1-96gal Grey Recycle Cart 1-96gal Green Yard Cart	\$80.91/month	1X week
Additional Trash Cart	\$14.00/cart	1X week
Additional Green Waste Cart	\$12.00/cart	1X week
Additional Recycle Cart	\$6.00/cart	1X week
2 nd Additional 96gal Recycle Cart	N/A	1X week
Trash – Bin		
1.5 yd	\$145.00	1X week
	\$270.00	2X week
3 yd	\$165.00	1X week
	\$310.00	2X week
Green Waste & Recyclables – Bin		
1.5 yd	\$100.00	1X week
	\$180.00	2X week
3 yd	\$120.00	1X week
	\$220.00	2X week
Manure – Bin		
1.5 yd	\$100.00	1X week
	\$180.00	2X week
3 yd	\$120.00	1X week
	\$220.00	2X week
Temp Bin & Roll-off - Trash		
10 yd	\$185.00/load + \$47.32/ton + \$10.00/day + *	Per load/haul
25 yd	\$185.00/load + \$47.32/ton + \$10.00/day + *	Per load/haul
40 yd	\$185.00/load + \$47.32/ton + \$10.00/day + *	Per load/haul
Temp Bin & Roll-off – Green Waste & Recyclables		
25 yd	\$185.00/load + \$46.00/ton + \$10.00/day + *	Per load/haul
40 yd	\$185.00/load + \$46.00/ton + \$10.00/day + *	Per load/haul
Temp Bin & Roll-off – Inert		
10 yd	\$185.00/load + \$31.00/ton + \$10.00/day + *	Per load/haul
Temp Bin & Roll-off – OCC		
25 yd	185.00/load + \$10.00/day + *	Per load/haul
Storage	\$100 Del/\$100 Rem/\$100 Monthly + *	
IAB	\$120.00 + \$10.00/day + *	

*5% City franchise fee

Exhibit A

Services	Rates	Collection Frequency
Residential Special Gharges		
Start Charge	\$16.00 (one time fee)	
Cut off Restart Fee	\$20.00 (per occurrence)	
Extra P/U carts P/U days	\$5.00 (per cart)	
Extra P/U bags P/U days	\$3.00 (per bag)	
Extra P/U Non-pick up days	\$45.00 for 3 carts or 12 bags (for anything more see above rates)	
Bulky Item P/U	\$55.00 for 2 items	
Additional Bulkies	\$20.00 per item	
Commercial Special Gharges		
Start Charge	\$16.00 (one time fee)	
Cut off Restart Fee	\$20. 00 (per occurrence)	
Finance Charge days	1.5% per month over 30	
Extra P/U Pull out 1.5 yd & 3 yd	\$120.00	
Extra P/U Pull out 4 yd	\$130.00	
Hasp	\$30.00 (one time fee)	
Lock	\$7.00 (per lock)	
Fuel Surcharge	% varies month to month	

*5% City franchise fee

Exhibit B

Schedule of Pre-Approved Rate Increases for Basic Services

Year	Rate
2016	80.91
2017	80.91
2018	81.91
2019	82.91
2020	83.91
2021	84.91
2022	85.91
2023	86.91
2024	87.91
2025	88.91
2026	89.91

**FIRST AMENDMENT TO THE AGREEMENT FOR SOLID WASTE AND
RECYCLING COLLECTION, TRANSPORTATION, PROCESSING,
AND DISPOSAL SERVICES**

THIS FIRST AMENDMENT is entered into on this 27th day of February, 2017, between the City of Hidden Hills, a municipal corporation, hereinafter referred to as "City" and G.I. Industries, a Utah corporation, and USA Waste of California, Inc., a Delaware corporation, a Waste Management company, hereinafter referred to as "Contractor" and is to that agreement dated December 12, 2016.

RECITALS

A. City and Contractor entered into the "Agreement for Solid Waste and Recycling Collection, Transportation, Processing and Disposal Services" on December 12, 2016 ("Agreement").

B. The City and Contractor desire to amend the Agreement with respect to the rates for certain sized bins for trash, green waste & recyclables and manure.

NOW, THEREFORE, for good and valuable consideration, the parties mutually agree as follows:

Section 1. The rates set forth in Exhibit A of the Agreement for the 1.5 yd. and 3 yd. trash, green waste & recyclables and manure bins shall be replaced with the rates set forth in Attachment 1 of this First Amendment ("Bin Rates"). Said Bin Rates shall be effective April 1, 2017.

Section 2. Except as specifically amended by this First Amendment, the remaining terms of the Agreement, including the rates set forth in Exhibit A, shall remain in full force and effect.

EXECUTED the day and year first above stated.

CITY OF HIDDEN HILLS ("CITY")



Kerry Kallman, City Manager

ATTEST:



Deana L. Graybill, CMC, City Clerk

CONTRACTOR

By 

ATTACHMENT 1

REVISED 1.5 YD. AND 3 YD. BIN RATES

Revised Rates Effective April 1, 2017

Services	Rates	Collection Frequency
Trash – Bin		
1.5 yd	\$152.25	1X week
	\$283.50	2X week
3 yd	\$173.25	1X week
	\$325.50	2X week
Green Waste & Recyclables – Bin		
1.5 yd	\$105.00	1X week
	\$189.00	2X week
3 yd	\$126.00	1X week
	\$231.00	2X week
Manure – Bin		
1.5 yd	\$105.00	1X week
	\$189.00	2X week
3 yd	\$141.75	1X week
	\$231.00	2X week