

City Council Agenda

Tuesday, February 4, 2025 6:30 PM

South Coast Air Quality Management District/Main Auditorium
21865 Copley Drive, Diamond Bar, CA 91765

How to Observe the Meeting From Home:

The public can observe the meeting by calling +1 (562) 247-8422, Access Code: 755-312-742 OR visit:
<https://attendee.gotowebinar.com/register/3655119043837149525>.

How to Submit Public Comment:

The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please send email public comments to the City Clerk at cityclerk@DiamondBarCA.gov by 4:00 p.m. on the day of the meeting and indicate in the Subject Line "FOR PUBLIC COMMENT." Written comments will be distributed to the Council Members, noted for the record at the meeting and posted on the City's official agenda webpage as soon as reasonably practicable (found here: <http://diamondbarca.igq2.com/Citizens/Default.aspx>).

The public may log into the meeting through this link:

<https://attendee.gotowebinar.com/register/3655119043837149525>. Members of the public will be called upon one at a time during the Public Comment portion of the agenda. Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. Please note that the meeting will proceed at the South Coast Air Quality Management District/Main Auditorium should comments by teleconferencing become infeasible due to an Internet or power outage, or due to technical problems outside the City's control. If you wish to make certain that your comments are heard, please attend the meeting in person or send an email by 4:00 p.m. on the day of the meeting/hearing.

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**ANDREW CHOU***Council Member***STAN LIU***Council Member***RUTH M. LOW***Council Member***CHIA YU TENG***Mayor***STEVE TYE***Mayor Pro Tem*

City Manager Dan Fox • City Attorney Omar Sandoval • City Clerk Kristina Santana

DIAMOND BAR CITY COUNCIL MEETING RULES

Welcome to the meeting of the Diamond Bar City Council. Meetings are open to the public and are broadcast on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47. You are invited to attend and participate. Copies of staff reports or other written documentation relating to agenda items are on file and available for public inspection by contacting the Office of the City Clerk. If requested, the agenda will be made available in an alternative format to a person with disability as required by Section 202 of the Americans with Disabilities Act of 1990. If you have questions regarding an agenda item, please contact the City Clerk at (909) 839-7010 during regular business hours.

PUBLIC INPUT

Members of the public may address the Council on any item of business on the agenda during the time the item is taken up by the Council. In addition, members of the public may, during the Public Comment period address the Council on any Consent Calendar item or any matter not on the agenda and within the Council's subject matter jurisdiction. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

Speakers are limited to five minutes per agenda item, unless the Mayor determines otherwise. The Mayor may adjust this time limit depending on the number of people wishing to speak, the complexity of the matter, the length of the agenda, the hour and any other relevant consideration. Speakers may address the Council only once on an agenda item, except during public hearings, when the applicant/appellant may be afforded a rebuttal.

Public comments must be directed to the City Council. A person who disrupts the orderly conduct of the meeting after being warned by the Mayor or the Mayor's designee that their behavior is disrupting the meeting, may result in the person being removed from the meeting.

INFORMATION RELATING TO AGENDAS AND ACTIONS OF THE COUNCIL

Agendas for regular City Council meetings are available 72 hours prior to the meeting and are posted in the City's regular posting locations, on DBTV (on Spectrum Cable Channel 3 and Frontier FiOS television Channel 47) and on the City's website at www.diamondbarca.gov/agendas. The City Council may take action on any item listed on the agenda.

HELPFUL PHONE NUMBERS

Copies of agendas, rules of the Council, Video of meetings: (909) 839-7010

Computer access to agendas: www.diamondbarca.gov/agendas

General information: (909) 839-7000

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CITY OF DIAMOND BAR CITY COUNCIL AGENDA

February 04, 2025

CALL TO ORDER: 6:30 p.m.

PLEDGE OF ALLEGIANCE: Mayor

INVOCATION: Pastor Tino Cordova, United Church of Christ

ROLL CALL: Chou, Liu, Low, Mayor Pro Tem Tye, Mayor Teng

APPROVAL OF AGENDA: Mayor

1. **SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS: NONE.**
2. **CITY MANAGER REPORTS AND RECOMMENDATIONS:**
3. **PUBLIC COMMENTS:**

"Public Comments" is the time reserved on each regular meeting agenda to provide an opportunity for members of the public to directly address the Council on Consent Calendar items or other matters of interest not on the agenda that are within the subject matter jurisdiction of the Council. Although the City Council values your comments, pursuant to the Brown Act, members of the City Council or Staff may briefly respond to public comments if necessary, but no extended discussion and no action on such matters may take place. There is a five-minute maximum time limit when addressing the City Council.

Written materials distributed to the City Council within 72 hours of the City Council meeting are available for public inspection immediately upon distribution in the City Clerk's Office at 21810 Copley Dr., Diamond Bar, California, during normal business hours.

4. SCHEDULE OF FUTURE EVENTS:

- 4.1 Planning Commission Meeting – February 11, 2025, 6:30 p.m., online teleconference and City Hall Windmill Room, 21810 Copley Dr.
- 4.2 Coffee with a Cop – February 12, 2025, 6:00 – 8:00 p.m., Starbucks, 747 Grand Ave. (subject to cancellation).
- 4.3 Presidents' Day Holiday – February 17, 2025 – City Offices Closed.
- 4.4 City Council Meeting – February 18, 2025, 6:30 p.m., online teleconference and SCAQMD Main Auditorium, 21865 Copley Dr.

5. CONSENT CALENDAR:

All items listed on the Consent Calendar are considered by the City Council to be routine and will be acted on by a single motion unless a Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

5.1 CITY COUNCIL MINUTES OF THE JANUARY 21, 2025 REGULAR MEETING.**5.1.a January 21, 2025 City Council Regular Meeting Minutes**

Recommended Action:

Approve the January 21, 2025 Regular City Council meeting minutes.

Requested by: City Clerk

5.2 RATIFICATION OF CHECK REGISTER DATED JANUARY 8, 2025 THROUGH JANUARY 21, 2025 TOTALING \$1,314,830.13.

Recommended Action:

Ratify the Check Register.

Requested by: Finance Department

5.3 DEVELOPMENT CODE AMENDMENT AND ZONING MAP AMENDMENT TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT.

Recommended Action:

Approve for second reading by title only, waive full reading, and adopt Ordinance No. 01 (2025):

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO ESTABLISH A HOUSING

ELEMENT SITE OVERLAY DISTRICT TO IMPLEMENT THE
GENERAL PLAN”

Requested by: Community Development Department

5.4 SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT
WITH TORTI GALLAS + PARTNERS.

Recommended Action:

- A. Appropriate \$58,000 from the General Fund to the General Plan Update Fund 103 to cover the cost to prepare a Water Supply Assessment; and
- B. Approve, and authorize the City Manager to sign, the Second Amendment to the Consultant Services Agreement with Torti Gallas + Partners to prepare a Water Supply Assessment for the Town Center Specific Plan.

Requested by: Community Development Department

5.5 BLACK HISTORY MONTH PROCLAMATION.

Recommended Action:

Adopt the Proclamation declaring February as Black History Month.

Requested by: City Manager

5.6 NOTICE OF COMPLETION FOR THE AREA 3 RESIDENTIAL &
COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET
REHABILITATION (GOLDEN SPRINGS DRIVE FROM GRAND AVENUE
TO AVENIDA RANCHEROS, GRAND AVENUE FROM DIAMOND BAR
BLVD TO EAST CITY LIMITS, AND STREETS WITHIN THE GATEWAY
CORPORATE CENTER) PROJECTS NOS. SI24101 AND SI24103; THE
GRAND AVENUE AT DIAMOND BAR BOULEVARD DRAINAGE
IMPROVEMENTS PROJECT NO. PW23402; AND THE COLD SPRING
LANE GROUNDWATER DRAINAGE IMPROVEMENTS PROJECT NO.
SI24101.

Recommended Action:

Approve, and authorize the Director of Public Works/City Engineer to file the Notice of Completion.

Requested by: Public Works Department

6. PUBLIC HEARINGS: NONE.

7. COUNCIL CONSIDERATION:

- 7.1 AGREEMENT BETWEEN CITY OF DIAMOND BAR AND VALLEY VISTA SERVICES INC. FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES AND WASTE MANAGEMENT COLLECTION AND RECYCLING, INC. FOR COMMERCIAL SOLID WASTE MANAGEMENT SERVICES.

Recommended Action:

Approve, and authorize the City Manager to sign the agreements with Valley Vista Services, Inc. and Waste Management Collection and Recycling, Inc.

Requested by: City Manager

8. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

9. ADJOURNMENT:

Agenda #: 5.1
Meeting Date: February 4, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **CITY COUNCIL MINUTES OF THE JANUARY 21, 2025 REGULAR MEETING.**
STRATEGIC
GOAL: *Open, Engaged & Responsive Government*

RECOMMENDATION:

Approve the January 21, 2025 Regular City Council meeting minutes.

FINANCIAL IMPACT:

None.

BACKGROUND/DISCUSSION:

Minutes have been prepared and are being presented for approval.

PREPARED BY:



Kristina Santana, City Clerk

2/4/2025

REVIEWED BY:



Ryan McLean, Assistant City Manager

1/29/2025

Attachments:

1. 5.1.a January 21, 2025 City Council Regular Meeting Minutes

**CITY OF DIAMOND BAR
MINUTES OF THE CITY COUNCIL REGULAR MEETING
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT/MAIN AUDITORIUM
21865 COPLEY DRIVE, DIAMOND BAR, CA 91765
JANUARY 21, 2025**

CLOSED SESSION: 5:30 p.m. – Room CC-8

ROLL CALL: Council Members Andrew Chou, Stan Liu, Ruth Low,
Mayor Pro Tem Steve Tye, Mayor Chia Yu Teng

Public Comments: None Offered.

CONFERENCE WITH LEGAL COUNSEL –
EXISTING LITIGATION

Pursuant to Government Code Section 54956.9(d)(1):
American Federation of State, County & Municipal
Employees, District Council 36 v. City of Diamond Bar
PERB Case No. LA-CE-1752-M

Adjourned to Regular Meeting: 6:34 p.m.

CALL TO ORDER: Mayor Teng called the Regular City Council meeting
to order at 6:38 p.m. in the South Coast Air Quality Management District Main
Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: Council Member Stan Liu led the Pledge of
Allegiance.

INVOCATION: Associate Pastor Ab Kastl, Landmark Church

ROLL CALL: Council Members Andrew Chou, Stan Liu, Ruth Low,
Mayor Pro Tem Steve Tye, Mayor Chia Yu Teng

Absent: None.

Staff present in person: Dan Fox, City Manager; Omar Sandoval, City
Attorney; Ryan McLean, Assistant City Manager; Anthony Santos, Assistant to the City
Manager; Dannette Allen, Principal Management Analyst; Cathy Nguyen, Management
Analyst; Amy Haug, Human Resources and Risk Manager; Greg Gubman, Community
Development Director; Jason Jacobsen, Finance Director; Ryan Wright, Parks and
Recreation Director; David Liu, Public Works Director; Hal Ghafari, Public Works
Manager/Assistant City Engineer; Cecilia Arellano, Community Relations Manager;
Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk.

Staff present telephonically: Grace Lee, Planning Manager; Alex Batres,
Management Analyst.

Others present: Aaron Scheller, Deputy, Diamond Bar/Walnut Sheriff's Station;
Stephen Tousey, Captain, Diamond Bar/Walnut Sheriff's Station; Leticia Pacillas,

LACFD Community Services Liaison.

APPROVAL OF AGENDA: City Attorney Omar Sandoval stated that there was no reportable action to report out of the closed session held at 5:30 p.m. Mayor Teng approved the agenda as presented.

1. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

- 1.1 Proclamation Declaring January 29, 2025 as Lunar New Year.
The City Council presented the proclamation to the Diamond Bar Chinese American Association, represented by President Allen Ku, and Walnut Valley Unified School District Board Member Tony Torng.

2. CITY MANAGER REPORTS AND RECOMMENDATIONS:

- 2.1 Windstorm Updates.
City Manager Dan Fox provided an update about the recent windstorm. Acting Assistant Fire Chief Dustin Robertson provided an update on the status of the fires and provided the community with information on how to stay informed and prepare for a fire emergency. Walnut Valley Water District General Manager Sheryl Shaw provided an update on the District's readiness for an emergency and provided preparedness resources for the community.

3. PUBLIC COMMENTS:

The following provided public comments:

Cynthia Yu, Diamond Bar Library Manager
Douglas Barcon, resident
Amy Mao, Diamond Hills Ranch HOA Board Member
Eleanor Boruah, resident
Lorin Neeley, resident
Allen Wilson, resident
Rudy Chavarria, resident
Deputy Aaron Scheller

CC/Santana reported that one email was submitted by Lorin Neely for public comment, and no guests on the teleconference line requested to speak under Public Comments.

4. SCHEDULE OF FUTURE EVENTS: CM/Fox presented the Schedule of Future Events.

5. CONSENT CALENDAR: C/Chou moved, C/Liu seconded, to approve the Consent Calendar. Motion carried 5-0 by the following Roll Call vote:

AYES: COUNCIL MEMBERS: Chou, Liu, Low, MPT/Tye, M/Teng

JANUARY 21, 2025

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CITY COUNCIL

NOES: COUNCIL MEMBERS: None
 ABSENT: COUNCIL MEMBERS: None

5.1 APPROVED CITY COUNCIL MINUTES:

5.1.A DECEMBER 17, 2024 CITY COUNCIL REGULAR MEETING.

5.2 RATIFIED CHECK REGISTER DATED DECEMBER 10, 2024 THROUGH JANUARY 7, 2025 TOTALING \$1,883,371.33.

5.3 APPROVED DECEMBER 2024 TREASURER'S STATEMENT.

5.4 ADOPTED RESOLUTION NO. 2025-01 APPROVING CONTINUED PARTICIPATION IN THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION ("PLHA") PROGRAM.

5.5 APPROVED CONSULTANT SERVICES AGREEMENT WITH DE NOVO PLANNING GROUP TO PREPARE NECESSARY ENVIRONMENTAL DOCUMENTS FOR A PROPOSED ELECTRONIC BILLBOARD LOCATED AT 880 SOUTH LEMON AVENUE.

6. PUBLIC HEARINGS:

6.1 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ALLOCATIONS FOR FISCAL YEAR 2025/2026.

CDD/Gubman presented the staff report.

M/Teng opened the public hearing at 8:11 p.m.

There were no Public Comments.

M/Liu closed the public hearing at 8:12 p.m.

C/Low moved, MPT/Tye seconded, to adopt Resolution No. 2025-02 approving the Community Development Block Grant Funding Allocations for Fiscal Year 2025/26.

AYES: COUNCIL MEMBERS: Chou, Liu, low, MPT/Tye, M/Teng
 NOES: COUNCIL MEMBERS: None
 ABSENT: COUNCIL MEMBERS: None

7. COUNCIL CONSIDERATION:

7.1 TRANSMITTAL OF THE FISCAL YEAR 2023/24 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR).

FD/Jacobsen presented the report.

There were no Public Comments.

C/Chou moved, C/Low seconded, to receive and file the Fiscal Year 2023/24 Annual Comprehensive Financial Report. Motion carried 5-0 by the following roll call vote:

AYES:	COUNCIL MEMBERS:	Chou, Liu, Low, MPT/Tye, M/Teng
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

7.2 APPROVAL OF A REAL PROPERTY TRANSFER AGREEMENT AND ESCROW INSTRUCTIONS WITH THE DIAMOND BAR LITTLE LEAGUE FOR PROPERTY LOCATED AT 22601 SUNSET CROSSING ROAD.

ACM/McLean presented the report.

The following provided public comments:

John Salcedo, resident
Douglas Barcon, resident

C/Liu moved, MPT/Tye seconded, to approve Resolution No. 2025-03, a Resolution of the City Council of the City of Diamond Bar approving a Real Property Transfer Agreement and Escrow Instructions with the Diamond Bar Little League for property located at 22601 Sunset Crossing Road. Motion carried 5-0 by the following roll call vote:

AYES:	COUNCIL MEMBERS:	Chou, Liu, Low, MPT/Tye, M/Teng
NOES:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

8. COUNCIL SUBCOMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS/COUNCIL MEMBER COMMENTS:

The following Council Members provided a report on meetings attended at the expense of the local agency per Government Code 53232.3(d).

Mayor Pro Tem Tye reported on attending the California Contract Cities 2025 Sacramento Legislative Tour.

9. ADJOURNMENT: With no further business to conduct, M/Teng adjourned the Regular City Council Meeting at 9:15 p.m.

Respectfully Submitted,

Kristina Santana, City Clerk

JANUARY 21, 2025

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CITY COUNCIL

The foregoing minutes are hereby approved this 4th day of February, 2025.

Chia Yu Teng, Mayor

Agenda #: 5.2
Meeting Date: February 4, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **RATIFICATION OF CHECK REGISTER DATED JANUARY 8, 2025
THROUGH JANUARY 21, 2025 TOTALING \$1,314,830.13.**
STRATEGIC
GOAL: *Responsible Stewardship of Public Resources*

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of \$1,314,830.13.

BACKGROUND/DISCUSSION:

The City has established the policy of issuing accounts payable checks on a weekly basis with City Council ratification at the next scheduled City Council Meeting.

The attached check register containing checks dated January 8, 2025 through January 21, 2025 totaling \$1,314,830.13 is being presented for ratification. All payments have been made in compliance with the City's purchasing policies and procedures, and have been reviewed and approved by the appropriate departmental staff. The attached Affidavit affirms that the check register has been audited and deemed accurate by the Finance Director.

PREPARED BY:


Luisa Allen, Accounting Technician

2/4/2025

REVIEWED BY:



Jason Jacobsen, Finance Director

1/29/2025



Jason Jacobsen, Finance Director

1/29/2025

Attachments:

1. 5.2.a Check Register Affidavit 2-4-2025
2. 5.2.b Check Register 2-4-2025



CITY OF DIAMOND BAR CHECK REGISTER AFFIDAVIT

The attached listings of demands, invoices, and claims in the form of a check register including checks dated January 8, 2025 through January 21, 2025 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	\$314,406.85
Prop A Transit Tax Fund	\$2,662.32
Prop C Transit Tax Fund	\$12,715.40
Community Dev Block Grant Fund	\$20,362.50
LLAD 38 Fund	\$31,204.42
LLAD 39 Fund	\$25,224.32
LLAD 41 Fund	\$12,244.05
Integrated Waste Mgmt Fund - AB939	\$4,268.00
CASP (SB1186) Fee Fund	\$206.00
Capital Imprv Project Fund	\$889,146.87
Vehicle Maintenance & Equip Fund	\$1,589.40
Eq Maint & Replacement Fund	\$800.00
	\$1,314,830.13

Signed:

Finance Director
Jason M. Jacobsen

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14234	1/10/2025	SOUTHERN CALIFORNIA EDISON		DIAMOND BAR CENTER (103024-120124)	100510	52210	\$14,746.15
CHECK TOTAL							\$14,746.15
14263	1/21/2025	ABOUND FOOD CARE		FOOD RECOVERY SERVICES- DECEMBER 2025	250170	54900	\$1,632.25
CHECK TOTAL							\$1,632.25
14264	1/21/2025	AIRGAS INC		ARGON CYLINDER REFILL (120124-123124)	100630	51200	\$31.84
CHECK TOTAL							\$31.84
14265	1/21/2025	AMERICOMP TONER & REPAIR LLC		PRINTER TONERS/MAINTENANCE	100230	51200	\$131.35
CHECK TOTAL							\$131.35
14266	1/21/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (DEC2024) FY24-25	100630	52320	\$70.00
	1/21/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (DEC2024) FY24-25	100510	52320	\$105.00
	1/21/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (DEC2024) FY24-25	100620	52320	\$120.00
CHECK TOTAL							\$295.00
14267	1/21/2025	ROBYN A BECKWITH		DECEMBER 2024 PLANT SERVICE	100510	52320	\$275.00
	1/21/2025	ROBYN A BECKWITH		DECEMBER 2024 PLANT SERVICE	100620	52320	\$380.00
CHECK TOTAL							\$655.00
14268	1/21/2025	BLACK BIRD FIRE PROTECTION INC		SEMI ANNUAL FIRE SYSTEM SERVICE (CITYHALL)	100620	52320	\$495.00
CHECK TOTAL							\$495.00
14269	1/21/2025	BRITTNEY B SOWELL		LOGO AND GRAPHIC ELEMENTS-PUBLIC SAFETY PROGRAM	100240	54900	\$462.00
CHECK TOTAL							\$462.00
14270	1/21/2025	LINGO TELECOM LLC		CITYWIDE PHONE SERVICE - NOV-DEC 2024-JAN 2025	100230	52200	\$8,990.51
CHECK TOTAL							\$8,990.51
14271	1/21/2025	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX OCT-DEC 2024	100	29006	\$10.15
	1/21/2025	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX OCT-DEC 2024	100	29005	\$148.10

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	1/21/2025	CALIFORNIA DEPT OF TAX AND FEE ADMI		SALES & USE TAX OCT-DEC 2024	250	29005	\$213.75
						CHECK TOTAL	\$372.00
14272	1/21/2025	CANNON CORPORATION		PLAN CHECK - 2500 CROW FOOT LANE	100	22109	\$66.50
	1/21/2025	CANNON CORPORATION		PLAN CHECK - 3255 S DBB (EFREE CHURCH)	100	22109	\$1,068.00
						CHECK TOTAL	\$1,134.50
14273	1/21/2025	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/JAN) FY24-25	100620	52320	\$187.95
						CHECK TOTAL	\$187.95
14274	1/21/2025	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE SERVICES (PARKS/GRAND AV)	100655	55512	\$59,441.00
	1/21/2025	CT & T CONCRETE PAVING INC		ROAD MAINTENANCE SERVICES (STRIPING)	100655	55512	\$30,714.03
						CHECK TOTAL	\$90,155.03
14275	1/21/2025	DIAMOND BAR STORAGE OWNER LLC		OFFSITE STORAGE CDD UNIT	100420	52302	\$897.74
						CHECK TOTAL	\$897.74
14276	1/21/2025	DIANA CHO & ASSOCIATES		CDBG-AREA 4 ADA CURB RAMPS IMP	301610	56101	\$807.50
	1/21/2025	DIANA CHO & ASSOCIATES		CDBG-SNR. SVCS ADMIN COSTS	225440	54900	\$807.50
						CHECK TOTAL	\$1,615.00
14277	1/21/2025	DISCOVERY SCIENCE CENTER OF ORANGE		EDUCATION SERVICES	250170	54900	\$2,422.00
						CHECK TOTAL	\$2,422.00
14278	1/21/2025	DIVISION OF THE STATE ARCHITECT		DSA QRTL Y REPORT - 10/24 TO 12/24	226	20602	\$206.00
						CHECK TOTAL	\$206.00
14279	1/21/2025	DS SERVICES OF AMERICA INC		WATER SERVICE (CITYHALL/DEC)FY24-25	100620	51200	\$551.10
						CHECK TOTAL	\$551.10
14280	1/21/2025	ECOFERT INC		FERTILIZER INJECTION SYSTEM (120124-123124)	100630	52320	\$1,207.00
						CHECK TOTAL	\$1,207.00
14281	1/21/2025	EPTURA INC		ANNUAL RENEWAL - MANAGER PLUS FY 24-25	100230	52314	\$11,301.70

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$11,301.70
14282	1/21/2025	FIDUCIARY EXPERTS LLC		FIDUCIARY OVERSIGHT QUARTERLY FEE	100220	54900	\$2,000.00
						CHECK TOTAL	\$2,000.00
14283	1/21/2025	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET SERVICE - JAN 2025	100230	54030	\$471.94
	1/21/2025	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET/CITY HALL - JAN 2025	100230	54030	\$811.25
						CHECK TOTAL	\$1,283.19
14284	1/21/2025	GATEWAY CORP CENTER ASSOC		ASSOC DUES (JAN-JUNE 2025)/FY 24-25	100620	52400	\$15,691.14
						CHECK TOTAL	\$15,691.14
14285	1/21/2025	GLADWELL GOVERNMENTAL SVCS INC		RECORDS RETENTION LEGAL REVIEW	100140	54900	\$400.00
						CHECK TOTAL	\$400.00
14286	1/21/2025	GOTO COMMUNICATIONS INC		CITYWIDE PHONE SYSTEM - JAN 2025	100230	52200	\$2,776.75
						CHECK TOTAL	\$2,776.75
14287	1/21/2025	WOODS MAINTENANCE SERVICES INC		GRAFFITI CONTROL - DEC 2024	100430	55540	\$3,075.00
						CHECK TOTAL	\$3,075.00
14288	1/21/2025	HANSON BRIDGETT LLP		LEGAL SERVICES - SEWER DISTRICT THRU 12/31/24	100120	54022	\$2,100.00
						CHECK TOTAL	\$2,100.00
14289	1/21/2025	HOME DEPOT CREDIT SERVICES		PARK MAINTENANCE SUPPLIES	100630	51200	\$71.49
	1/21/2025	HOME DEPOT CREDIT SERVICES		ROAD MAINTENANCE SUPPLIES	100655	51250	\$71.99
	1/21/2025	HOME DEPOT CREDIT SERVICES		ROAD MAINTENANCE SUPPLIES	100655	51250	\$36.29
						CHECK TOTAL	\$179.77
14290	1/21/2025	HUMANE SOCIETY OF POMONA VALLEY INC		ANIMAL CONTROL SERVICES IN DECEMBER 2024	100340	55404	\$41,292.08
						CHECK TOTAL	\$41,292.08
14291	1/21/2025	IRIS GROUP HOLDINGS LLC		CITYHALL ALARM MONITOR EXTD SVS(012925-022725)	100620	52320	\$45.50
						CHECK TOTAL	\$45.50
14292	1/21/2025	JACKSON'S AUTO SUPPLY/NAPA		VEHICLE MAINTENANCE (LIC#1524113)	502630	52312	\$129.89

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	1/21/2025	JACKSON'S AUTO SUPPLY/NAPA		VEHICLE MAINTENANCE (LIC#1338159)	502630	52312	\$156.60
						CHECK TOTAL	\$286.49
14293	1/21/2025	JOE A GONSALVES & SON INC		PROFESSIONAL SERVICES STATE LOBBYIST	100130	54900	\$2,500.00
						CHECK TOTAL	\$2,500.00
14294	1/21/2025	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES	100655	51250	\$6.55
						CHECK TOTAL	\$6.55
14295	1/21/2025	KEVIN D JONES		PS - SR-57/60 CONFLUENCE PROJ ADVOCACY - DEC 2024	100615	54400	\$4,000.00
						CHECK TOTAL	\$4,000.00
14296	1/21/2025	LEAGUE OF CALIFORNIA CITIES		MEMBERSHIP DUES FOR 2025	100130	52400	\$20,739.00
						CHECK TOTAL	\$20,739.00
14297	1/21/2025	LOS ANGELES UNIFIED SCHOOL DISTRICT		BILINGUAL EXAM FEES	100220	54900	\$180.00
						CHECK TOTAL	\$180.00
14298	1/21/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-DEC2024)	241641	55524	\$5,623.27
	1/21/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-DEC2024)	239639	55524	\$13,715.50
	1/21/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41-DEC2024)	238638	55524	\$16,460.60
						CHECK TOTAL	\$35,799.37
14299	1/21/2025	MOSS CONSULTING		CDBG HOME IMPR ADMIN SVCS-OCT-DEC 2024	225440	54900	\$19,555.00
						CHECK TOTAL	\$19,555.00
14300	1/21/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL122024-011625)	100655	52300	\$455.52
	1/21/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL010725-020325) GLDN SPR LOC#2	100655	52300	\$607.35
						CHECK TOTAL	\$1,062.87
14301	1/21/2025	NINYO & MOORE INC		GEOTECH REPORT - 220 BRIAR CREEK ROAD	100	22109	\$1,001.38
	1/21/2025	NINYO & MOORE INC		GEOTECH REVIEW - 1015 BANNER RIDGE ROAD	100	22109	\$1,979.38
						CHECK TOTAL	\$2,980.76

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14302	1/21/2025	ONE TIME PAY VENDOR	CHRISTIAN MALPICA	REIMBURSEMENT - WORK SAFETY SHOES - CHRIS MALPICA	100220	51200	\$156.22
						CHECK TOTAL	\$156.22
14303	1/21/2025	ONYX PAVING COMPANY INC		AREA 3 REHABILITATION PROJ - OCT 2024	301610	56101	\$194,470.62
	1/21/2025	ONYX PAVING COMPANY INC		AREA 3 REHABILITATION PROJ - OCT 2024	301610	56101	\$261,178.73
	1/21/2025	ONYX PAVING COMPANY INC		AREA 3 REHABILITATION PROJECT	301610	56101	\$76,870.82
	1/21/2025	ONYX PAVING COMPANY INC		AREA 3 REHABILITATION PROJECT	301610	56101	\$76,870.83
						CHECK TOTAL	\$609,391.00
14304	1/21/2025	PRO1PRINT, LLC		CITY GOVERNMENT EXPLAINED POSTCARD-750 QTY	100240	52110	\$512.66
						CHECK TOTAL	\$512.66
14305	1/21/2025	PUBLIC STORAGE #23051		FEB 2025 RENTAL-COMMUNITY RELATIONS STORAGE UNIT	100240	55000	\$1,100.00
	1/21/2025	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$878.00
	1/21/2025	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$920.00
						CHECK TOTAL	\$2,898.00
14306	1/21/2025	PYRO COMM SYSTEMS INC		CITYHALL FIRE ALARM MONITORING(JAN-MAR2025)	100620	52320	\$135.00
						CHECK TOTAL	\$135.00
14307	1/21/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - DEC 2024	206650	55610	\$532.46
	1/21/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - DEC 2024	206650	55620	\$2,129.86
						CHECK TOTAL	\$2,662.32
14308	1/21/2025	REINBERGER CORPORATION		BUSINESS CARD	100140	52110	\$86.51
						CHECK TOTAL	\$86.51
14309	1/21/2025	SC FUELS		FLEET VEHICLE FUEL (121524-123124)	502430	52330	\$56.34
	1/21/2025	SC FUELS		FLEET VEHICLE FUEL (121524-123124)	502630	52330	\$290.68
	1/21/2025	SC FUELS		FLEET VEHICLE FUEL (121524-123124)	502620	52330	\$379.08
	1/21/2025	SC FUELS		FLEET VEHICLE FUEL (121524-123124)	502655	52330	\$576.81
						CHECK TOTAL	\$1,302.91

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14310	1/21/2025	SOCIAL VOCATIONAL SERVICES		MAINTENANCE: LITTER & WEED REMOVAL (DEC2024)	100645	55528	\$3,113.00
						CHECK TOTAL	\$3,113.00
14311	1/21/2025	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		FACILITIES LEASE	100130	52302	\$2,755.80
						CHECK TOTAL	\$2,755.80
14312	1/21/2025	SPECTRUM BUSINESS		INTERNET SERVICE - HERITAGE PARK - JAN 2025	100230	54030	\$276.23
						CHECK TOTAL	\$276.23
14313	1/21/2025	TASC		FSA FEES - DECEMBER 2024	100220	52510	\$148.40
						CHECK TOTAL	\$148.40
14314	1/21/2025	THE COMDYN GROUP INC		GIS SUPPORT - 11/2/24-12/02/27	100230	54900	\$6,203.27
						CHECK TOTAL	\$6,203.27
14315	1/21/2025	THE GAS COMPANY		CITYHALL GAS SERVICE (121224-011325)	100620	52215	\$1,401.81
						CHECK TOTAL	\$1,401.81
14316	1/21/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2024-36	100	22107	\$811.03
	1/21/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		LEGAL AD PL2024-15	100	22107	\$736.16
						CHECK TOTAL	\$1,547.19
14317	1/21/2025	TORTI GALLAS AND PARTNERS INC		DB CITY-WIDE OBJ DES STANDARDS	103410	54900	\$15,750.00
	1/21/2025	TORTI GALLAS AND PARTNERS INC		TOWN CENTER SPECIFIC PLAN - DEC 2024	103410	54900	\$5,250.00
						CHECK TOTAL	\$21,000.00
14318	1/21/2025	TRANE SERVICE GROUP INC		DBC AC REPLACEMENT & AIR QUALITY UPGRADES FP22501C	301630	56104	\$41,500.00
	1/21/2025	TRANE SERVICE GROUP INC		MECH BAS QTRLY SERVICE (PANTERA)FY24-25	100630	52320	\$890.26
						CHECK TOTAL	\$42,390.26
14319	1/21/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 12/17/24	503230	56135	\$800.00
						CHECK TOTAL	\$800.00
14320	1/21/2025	ULINE INC		FY2024-25 EMERGENCY PREP SUPPLIES	100350	51200	\$217.89
						CHECK TOTAL	\$217.89

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
14321	1/21/2025	UNDERGROUND SERVICE ALERT OF SO CA		CA STATE FEE - DIGALERT - JAN 2025	100610	54900	\$58.12
	1/21/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT SERVICES - DEC 2024	100610	54900	\$304.15
						CHECK TOTAL	\$362.27
14322	1/21/2025	WW GRAINGER INC		DBC SUPPLIES	100510	51200	\$37.45
	1/21/2025	WW GRAINGER INC		MAINTENANCE SUPPLIES	100620	52320	\$42.02
						CHECK TOTAL	\$79.47
14323	1/21/2025	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		YOUTH BASKETBALL GYM RENTAL	100520	52302	\$693.95
	1/21/2025	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		ADULT VOLLEYBALL GYM RENTAL	100520	52302	\$382.50
						CHECK TOTAL	\$1,076.45
14324	1/21/2025	WALNUT VALLEY WATER DISTRICT		CITYHALLW (120124-123124)	100620	52220	\$1,280.05
	1/21/2025	WALNUT VALLEY WATER DISTRICT		DISTRICT38W-(120124-123124)	238638	52220	\$12,753.04
	1/21/2025	WALNUT VALLEY WATER DISTRICT		DISTRICT38(R)-(120124-123124)	238638	52220	\$1,990.78
	1/21/2025	WALNUT VALLEY WATER DISTRICT		DISTRICT39W-(120124-123124)	239639	52220	\$11,508.82
	1/21/2025	WALNUT VALLEY WATER DISTRICT		DISTRICT41W-(120124-123124)	241641	52220	\$6,620.78
	1/21/2025	WALNUT VALLEY WATER DISTRICT		DBCW-(120124-123124)	100510	52220	\$476.91
	1/21/2025	WALNUT VALLEY WATER DISTRICT		PARKSW-(120124-123124)	100630	52220	\$27,939.40
	1/21/2025	WALNUT VALLEY WATER DISTRICT		PARKS(R)W-(120124-123124)	100630	52220	\$1,220.87
	1/21/2025	WALNUT VALLEY WATER DISTRICT		EASTGATE REPEATER LEASE&PWR(120124-113025)FY24-25	100350	52302	\$400.00
						CHECK TOTAL	\$64,190.65
14325	1/21/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$690.42
	1/21/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$34.30
	1/21/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$438.59
						CHECK TOTAL	\$1,163.31
14326	1/21/2025	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 23121 RIDGELINE ROAD	100	22109	\$630.00
	1/21/2025	WILLDAN GEOTECHNICAL		GEOTECH REVIEW - 609 RADBURY PLACE	100	22109	\$630.00

City of Diamond Bar Check Register

5.2.b

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$1,260.00
14327	1/21/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - NOVEMBER 2024	100	22107	\$246.60
	1/21/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - NOVEMBER 2024	100	22107	\$301.40
	1/21/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - NOVEMBER 2024	100	22107	\$411.00
	1/21/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - NOVEMBER 2024	100120	54020	\$5,134.15
						CHECK TOTAL	\$6,093.15
14328	1/21/2025	YUNEX CORP		TS MAINT - RESPONSE CALL-OUTS - NOV 2024	207650	55536	\$7,175.40
	1/21/2025	YUNEX CORP		TS MAINTENANCE - DEC 2024	207650	55536	\$5,540.00
						CHECK TOTAL	\$12,715.40
14329	1/21/2025	SITEREP CONSTRUCTION SERVICES INC		MAPLE HILL PARK IMPROVEMENTS - PROGRESS PAYMENT 2	301630	56104	\$237,448.37
						CHECK TOTAL	\$237,448.37
						GRAND TOTAL	\$1,314,830.13

Agenda #: 5.3
Meeting Date: February 4, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **DEVELOPMENT CODE AMENDMENT AND ZONING MAP
AMENDMENT TO IMPLEMENT THE 2021-2029 HOUSING ELEMENT.**
STRATEGIC
GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve for second reading by title only, waive full reading, and adopt Ordinance No. 01 (2025):

“AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO ESTABLISH A HOUSING ELEMENT SITE OVERLAY DISTRICT TO IMPLEMENT THE GENERAL PLAN”

FINANCIAL IMPACT:

None.

BACKGROUND:

On January 27, 2025, the City Council conducted a public hearing and approved for first reading Ordinance No. 01(2025) amending Title 22 (Development Code) of the Diamond Bar City Code Municipal Code to establish the housing element site (H) overlay zoning designation and associated development standards, and amend the Official Zoning Map to rezone the sites identified in Program H-8 of the Housing Element with the H zoning designation. A copy of the January 27, 2025 staff report is included in Attachment 2 for reference. The City Council approved the first reading by a 4-0 vote with Mayor Pro Tem Tye absent.

Ordinance 01(2025) (Attachment 1) is now being presented for its second reading by title only and adoption, and will become effective 30 days from February 4, 2025.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Ordinance as to form.

PREPARED BY:
Greg Gubman, Community Development Director

2/4/2025

REVIEWED BY:
Greg Gubman, Community Development Director

1/28/2025

Attachments:

1. 5.3.a Ordinance No. 01 (2025)
2. 5.3.b January 27, 2025 City Council report

ORDINANCE NO. 01 (2025)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO ESTABLISH A HOUSING ELEMENT SITE OVERLAY DISTRICT TO IMPLEMENT THE GENERAL PLAN.

WHEREAS, On November 3, 1998, the City of Diamond Bar adopted a Development Code (Title 22 of the Diamond Bar City Code);

WHEREAS, on December 17, 2019, the City Council adopted the Diamond Bar General Plan 2040 and the Climate Action Plan 2040 to create a vision and blueprint for development through 2040. The Diamond Bar General Plan 2040 establishes the Town Center Mixed-Use, Neighborhood Mixed-Use, Transit Oriented Mixed-Use, and Community Core Overlay focus areas and corresponding land use designations, estimates that up to 3,750 new housing units could be built in the city by 2040, and anticipates that much of this growth will occur within these four focus areas;

WHEREAS, on August 11, 2022, the City Council adopted the City's 2021-2029 General Plan Housing Element ("2021-2029 Housing Element"), which was subsequently found by the California Department of Housing and Community Development (HCD) to be in full compliance with State Housing Element Law (Article 10.6 of the Gov. Code) on October 5, 2022. The 2021-2029 Housing Element identifies sites to accommodate the City's Regional Housing Needs Allocation (RHNA) of 2,516 residential units, including through rezoning of underutilized sites in the Town Center Mixed-Use, Neighborhood Mixed-Use, Transit Oriented Mixed-Use focus areas to allow residential development at a minimum density of 20 dwelling units per acre and a maximum density of at least 30 dwelling units per acre;

WHEREAS, pursuant to State law, the City is required to rezone adequate sites to accommodate its RHNA pursuant to the 2021-2029 Housing Element by March 12, 2025;

WHEREAS, the City is in the process of developing specific plans for the Town Center Mixed-Use, Neighborhood Mixed-Use, Transit Oriented Mixed-Use focus areas to fully implement the Diamond Bar General Plan 2040; however, these specific plans will not be completed before the March 12, 2025 deadline;

WHEREAS, the City of Diamond Bar has initiated Planning Case No. 2024-87, which includes proposed amendments to the General Plan Land Use Element, Title 22 (Development Code) of the Diamond Bar City Code, and the City's Official Zoning Map to implement Program H-8 of the 2021-2029 Housing Element (collectively, the "Housing Element Site Overlay") to rezone sites within the Town Center Mixed-Use, Neighborhood Mixed-Use, and Transit Oriented Mixed-Use focus areas to implement Program H-8 of

Ordinance No. 01 (2025)

the 2021-2029 Housing Element until specific plans for each of the focus areas that fully implement the General Plan are adopted;

WHEREAS, on January 27, 2025, the City Council adopted Resolution No. 2025-04 approving an amendment to the Land Use Element of the Diamond Bar General Plan 2040 to establish a minimum residential density of 20 dwelling units per acre on sites within the Town Center Mixed-Use and Neighborhood Mixed-Use Land Use Designations and a maximum residential density of 30 dwelling units per acre on sites within the Town Center Mixed-Use Land Use Designation;

WHEREAS, the proposed amendments to the Development Code and Official Zoning Map implement and are consistent with the General Plan, including the Land Use Element and the 2021-2029 Housing Element;

WHEREAS, in conjunction with the adoption of the Diamond Bar General Plan 2040 and the Climate Action Plan 2040, the City, as lead agency, prepared an Environmental Impact Report, State Clearinghouse Number 2018051066, to analyze the potential environmental impacts of those plans (the “EIR”). The City Council certified the EIR on December 17, 2019, and the City filed a Notice of Determination on December 18, 2019. In conjunction with adoption of the 2021-2029 Housing Element, the City, as lead agency, evaluated the potential environmental impacts of the Housing Element in an addendum to the EIR, and the City Council adopted the addendum on August 11, 2022. The proposed Housing Element Site Overlay implements the densities established in the General Plan Land Use Element and required by the 2021-2029 Housing Element for the Town Center Mixed-Use, Neighborhood Mixed-Use, Transit Oriented Mixed-Use focus areas. The Housing Element Site Overlay would not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts; therefore, no further environmental analysis is required. (Public Resources Code § 21166; CEQA Guidelines §§ 15168, 15162.)

WHEREAS, on January 14, 2025, the Planning Commission held a duly noticed public hearing regarding the proposed Housing Element Site Overlay and adopted Resolution No. 2025-02 recommending City Council approval of the proposed General Plan, Development Code, and Zoning Map Amendments;

WHEREAS, on January 27, 2025, the City Council held a duly noticed public hearing regarding the proposed Development Code Amendment; and

WHEREAS, the City Council hereby finds that the proposed amendments are internally consistent with the General Plan and other adopted goals and policies of the City and adopts the facts and reasons stated in Planning Commission Resolution No. 2025-02, a copy of which is on file with the City Clerk and which is incorporated herein by reference with the same force and effect as if set forth in full.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DIAMOND BAR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The foregoing recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2. Chapter 22.14 of Title 22 of the Diamond Bar City Code is hereby amended to add new Section 22.14.050, entitled “Housing Element Site Overlay,” to read in its entirety as follows:

“Sec. 22.14.050 – Housing element site (H) overlay district.

- (a) *Purpose.* The housing element site (H) overlay district is established to provide development and land use regulations for the development of multifamily dwellings on specified sites identified in the City of Diamond Bar 2021-2029 Housing Element to accommodate the City’s unmet Regional Housing Needs Allocation (RHNA).
- (b) *Applicability.* The (H) overlay district shall apply to those parcels so designated on the Zoning Map. The (H) overlay district generally applies to those parcels with a General Plan land use designation of Town Center Mixed-Use, Neighborhood Mixed-Use, and Transit-Oriented Mixed-Use identified in Tables B-3, B-4, and B-5 of Appendix B to the City of Diamond Bar 2021-2029 General Plan Housing Element, which have not otherwise been made subject to the regulations of an adopted specific plan or other residential or mixed-use zoning district.
- (c) *Uses.* Multifamily dwellings shall be a permitted use on sites within the (H) overlay district, either as a standalone development, or as part of a mixed-use development containing other uses permitted within the underlying zoning district. Other uses permitted by state law or another provision of the Development Code to be developed on sites zoned for multifamily use shall also be permitted or conditionally permitted, as applicable.
- (d) *Development Standards.* Except as otherwise expressly provided in this section, the site planning and development standards applicable to the development of property within the RH-30 (high density residential-30 dwelling units per acre) zoning district shall apply to developments within the (H) overlay district containing multifamily dwellings. All other applicable development standards in the underlying zoning district and not in conflict with this section shall apply to uses within a mixed-use development containing a multifamily dwelling.
- (e) *Special Provisions Applicable to Lower-Income Sites.* In accordance with subdivision (h) of Government Code Section 65583.2, the following additional regulations shall apply to those sites within the (H) overlay district identified in Tables B-3, B-4, and B-5 of Appendix B to the City of Diamond Bar 2021-2029

Ordinance No. 01 (2025)

General Plan Housing Element to accommodate the City's low- or very low-income housing needs:

- i. At least sixteen (16) dwelling units may be developed on the site.
 - ii. Residential uses shall occupy at least 50 percent of the total gross floor area of any new development on the site.
 - iii. For developments in which 20 percent or more of the units are affordable to lower income households, multifamily dwellings shall be considered a use by right and shall be reviewed ministerially pursuant to section 22.18.040(f).
- (f) *Parking Requirements.* Except as otherwise expressly provided in Section 22.18.010 or another provision of this Code, or by state law, the number of and design of required off-street parking spaces shall be as set forth in Chapter 22.30. The calculation of required parking spaces shall be based upon the parking required for each individual use within a development. Where a mix of uses are developed and two or more uses have distinct and differing peak parking usage periods, an applicant may request, but shall not be entitled to, a reduction in the required number of parking spaces. Such a request may be approved by the final review authority, provided that the most remote space is located within 300 feet of the use it is intended to serve (as measured along the most direct pedestrian path) and the number of parking spaces provided shall not be less than either (i) the demonstrated estimated peak demand for the site during any twenty-four hour period, plus a 15 percent contingency, or (ii) the minimum number of spaces required in Chapter 22.30 for use requiring the fewest spaces. A shared parking analysis prepared by a duly licensed professional shall be provided by the applicant to support a request for a parking reduction.
- (g) *Special Procedures Applicable to Housing Development Projects.* The special procedures applicable to housing development projects set forth in Chapter 22.18 shall apply to proposed development on sites within the (H) overlay district.

SECTION 3. The Zoning Map of the City of Diamond Bar is hereby amended as shown in Exhibit 1 to this Ordinance to denote the Housing Element Site (H) Overlay District for the applicable properties.

SECTION 4. If any section, subdivision, paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each section, subdivision, paragraph, sentence, clause and phrase thereof, irrespective of the fact that any one (or more) section, subdivision, paragraph, sentence, clause or phrase had been declared invalid or unconstitutional.

SECTION 5. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause a certified copy of this Ordinance to be posted within fifteen (15) days after this Ordinance is passed and adopted, in the Office of the City Clerk and two additional public places, together with the vote for and against the same.

PASSED AND ADOPTED, at a regular meeting of the City Council of the City of Diamond Bar on this 4th day of February, 2025.

CITY OF DIAMOND BAR

Chia Yu Teng, Mayor

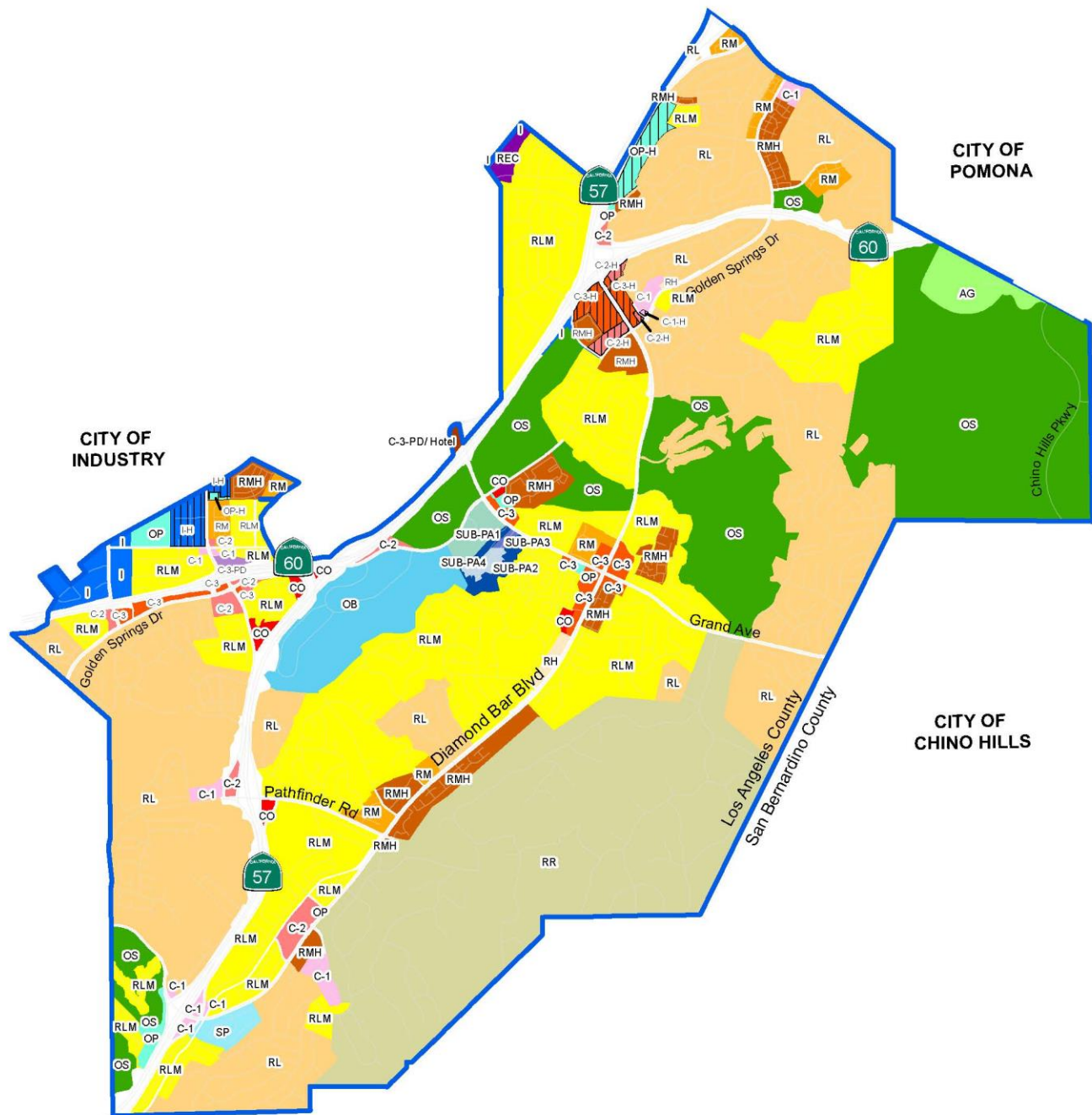
ATTEST:

I, Kristina Santana, City Clerk of the City of Diamond Bar, California, do hereby certify that the foregoing Ordinance was introduced at the special meeting of the City Council held on the 27th day of January, 2025, and was duly passed and adopted at a regular meeting of the City Council held on the 4th day of February, 2025, by the following vote:

AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

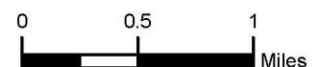
Kristina Santana, City Clerk

City of Diamond Bar Zoning Map



- City Boundary**
- Zoning**
- AG: Agricultural
 - C-1: Neighborhood Commercial
 - C-1-H: Neighborhood Commercial-Housing Element Site Overlay
 - C-2: Community Commercial
 - C-2-H: Community Commercial-Housing Element Site Overlay
 - C-3: Regional Commercial
 - C-3-H: Regional Commercial-Housing Element Site Overlay
 - C-3-PD: Regional Commercial Planned Development
 - C-3-PD/Hotel: Regional Commercial/Hotel
 - CO: Commercial Office
 - I: Light Industry
 - I-H: Light Industry-Housing Element Site Overlay
 - OB: Office, Business Park
 - OP: Office, Professional
 - OP-H: Office, Professional-Housing Element Site Overlay
 - OS: Open Space/ Conservation
 - REC: Recreation
 - RH: High Density Residential
 - RH-30: High Density Residential-30 units/acre
 - RL: Low Density Residential
 - RLM: Low Medium Density Residential
 - RM: Medium Density Residential
 - RMH: Medium High Density Residential
 - RR: Rural Residential
 - SP: Specific Plan Overlay
 - SUB-PA1: Planning Area 1
 - SUB-PA2: Planning Area 2
 - SUB-PA3: Planning Area 3
 - SUB-PA4: Planning Area 4

Zoning Map





CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
 FROM: Daniel Fox, City Manager
 TITLE: **GENERAL PLAN AMENDMENT, DEVELOPMENT CODE
 AMENDMENT AND ZONING MAP AMENDMENT TO IMPLEMENT THE
 2021-2029 HOUSING ELEMENT.**
 STRATEGIC
 GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

- A. Open the public hearing to receive public testimony;
- B. Close the public hearing;
- C. Adopt Resolution No. 2025-04 amending the General Plan Land Use and Economic Development Element to implement Program H-8 of the City's Certified 2021-2029 Housing Element; and
- D. Introduce first reading by title only, waive full reading of the Ordinance, and schedule the second reading and adoption at the next regularly scheduled City Council meeting.

ORDINANCE NO. 01 (2025): AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR, CALIFORNIA, AMENDING VARIOUS PROVISIONS OF TITLE 22 (DEVELOPMENT CODE) OF THE DIAMOND BAR CITY CODE TO ESTABLISH A HOUSING ELEMENT SITE OVERLAY DISTRICT TO IMPLEMENT THE GENERAL PLAN.

FINANCIAL IMPACT:

None.

BACKGROUND:

Under Government Code section 65583.4(a), local governments must complete

rezonings to align with their 6th Cycle housing elements within three years and 120 days of the statutory deadline for adopting their housing elements. For Diamond Bar and other agencies in the Southern California Association of Governments (SCAG) region, this deadline is February 12, 2025. However, due to the extraordinary challenges posed by recent wildfires, the State Department of Housing and Community Development (HCD) has extended the deadline to March 12, 2025.

Program H-8 of Diamond Bar's 6th Cycle Housing Element, covering the years 2021 through 2029, commits the City to rezone the General Plan's three Mixed-Use designations to allow residential development at a minimum density of 20 dwelling units per acre and a maximum density of at least 30 dwelling units per acre. Failure to complete these rezones by the statutory deadline places the City at risk of having the State decertify our Housing Element, and exposes the City to the potential consequences of decertification as outlined in this report.

In light of the foregoing, it is recommended that the City Council adopt the attached resolution and ordinance approving the following actions:

1. Amend the Land Use and Economic Development Chapter of the General Plan ("Land Use Element") to allow a maximum residential density of 30 dwelling units per acre in the Town Center Mixed Use designation.
2. Amend Title 22 (Development Code) of the Diamond Bar City Code to establish the housing element site (H) overlay zoning designation and associated development standards as set forth in the attached draft ordinance.
3. Amend the Official Zoning Map to rezone the sites identified in Program H-8 of the Housing Element with the H zoning designation.

The recommended actions are limited to those that the City has already committed to in order to implement the 2021-2029 Housing Element and other applicable policies of the General Plan.

On December 17, 2019, the City Council adopted the Diamond Bar General Plan Update ("General Plan 2040") and the Climate Action Plan ("CAP 2040") to create a vision and blueprint for development through 2040. General Plan 2040 establishes the Town Center Mixed Use, Neighborhood Mixed Use, Transit Oriented Mixed Use, and Community Core Overlay focus areas and corresponding land use designations, estimates that up to 3,750 new housing units could be built in the city by 2040, and anticipates that much of this growth will occur within these four focus areas.

On August 11, 2022, the City Council adopted the 6th Cycle Housing Element (hereafter, "Housing Element"). On October 5, 2022, the California Department of Housing and Community Development (HCD) certified the Housing Element, confirming its full compliance with State Housing Element Law (Government Code Article 10.6).

The Housing Element identifies the Neighborhood Mixed Use, Neighborhood Mixed Use and Transit-Oriented Mixed Use focus areas as the sites where the City's 2021-2029 Regional Housing Needs Allocation (RHNA) of 2,516 residential units can be

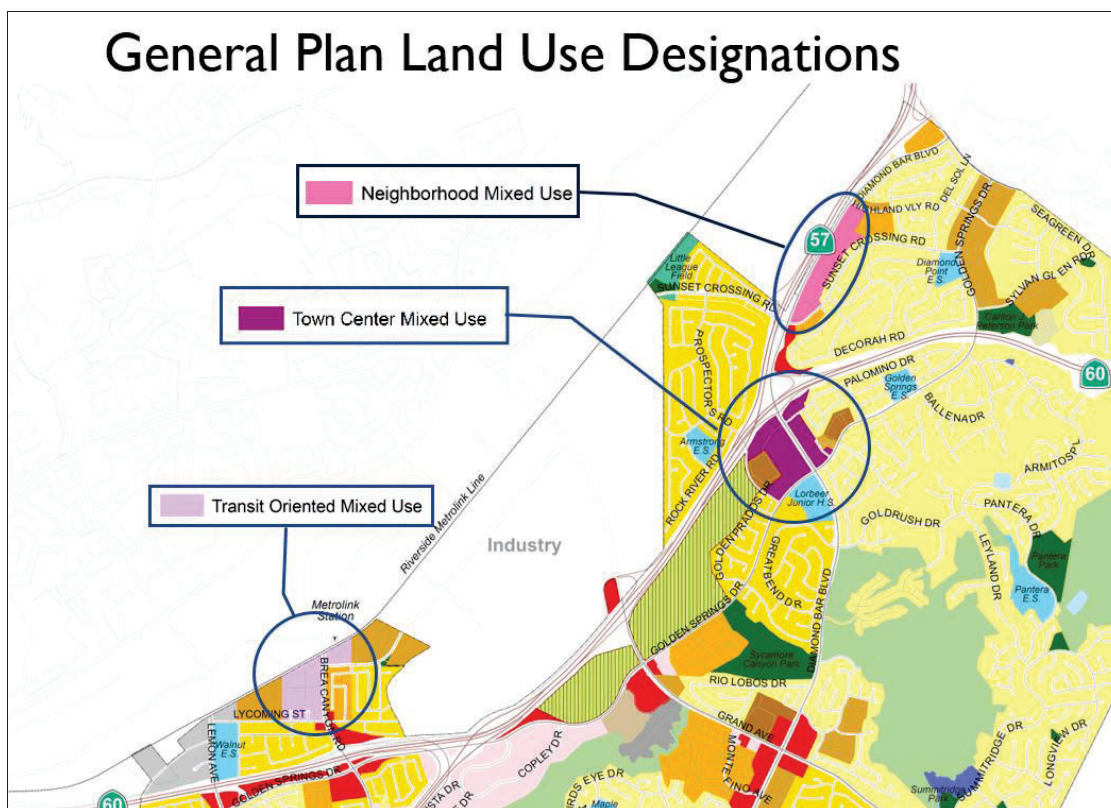
accommodated. These areas will facilitate residential development with minimum densities of 20 dwelling units per acre and maximum densities of at least 30 dwelling units per acre. As stated, these sites must be rezoned accordingly by March 12, 2025. The Housing Element further states that specific plans will be prepared to guide the long-term development of these focus areas in accordance with General Plan Goals and Policies.

The City initiated Planning Case No. PL 2024-87, which proposes amendments to the General Plan Land Use Element, the Development Code, and the Official Zoning Map to implement Program H-8 of the Housing Element. These amendments are intended to rezone sites within the Town Center Mixed Use, Neighborhood Mixed Use, and Transit-Oriented Mixed Use focus areas until specific plans for each focus area are fully adopted to align with the General Plan.

As of this writing, the Town Center Specific Plan (TCSP) has not been adopted. Therefore, the proposed zone change would ensure the site complies with the Housing Element while the TCSP is still in progress.

General Plan Amendment

The Land Use Element of General Plan 2040 established the City's three mixed-use districts to accommodate future residential growth through infill redevelopment. These districts are highlighted on the map below:



Source: Diamond Bar General Plan 2040, page 2-10

General Plan Table 2-2 currently establishes the following density criteria for the three focus areas:

Table 2-2: <u>Current</u> Land Use Density/Intensity Standards				
Land Use	Density (du/ac)	Intensity (FAR)	Acreage	% of Planning Area
CITY OF DIAMOND BAR				
...				
Mixed Use				
Town Center Mixed Use	Up to 20.0	Up to 1.5	45	<1
Neighborhood Mixed Use	Up to 30.0	Up to 1.25	38	<1
Transit-Oriented Mixed Use	Min. 20.0/Max 30.0	Up to 1.5	33	<1
...				

Source: *Diamond Bar General Plan 2040, page 2-16*

To bring Table 2-2 into alignment with the Housing Element, the highlighted cells must be updated as described below:

- The **Town Center Mixed Use** focus area consists of 45 acres along Diamond Bar Boulevard, between Golden Springs Drive and the State Route 60 freeway flyover. The Town Center is envisioned to become the City's downtown, with residential, retail, restaurant, entertainment and community gathering spaces to create a walkable environment. The General Plan 2040 Land Use and Economic Development Element currently allows a maximum residential density of 20 dwelling units per acre within the focus area.

To implement Housing Element Program H-8, the table must be revised to increase the maximum residential density to 30 dwelling units per acre, and establish a minimum density of 20 dwelling units per acre. The TCSP will incorporate these density standards.

- The **Neighborhood Mixed Use** focus area is envisioned as a combination of residential and neighborhood serving retail and services to promote revitalization of North Diamond Bar Boulevard between Sunset Crossing Road and Highland Valley Road. A maximum residential density of 30 dwelling units per acre is permitted within the 38-acre focus area.

As is the case for the Town Center, the table must be updated to also require a minimum density of 20 dwelling units per acre whenever a residential or mixed-use project is proposed in the Neighborhood Mixed Use designation.

- The 33-acre **Transit-Oriented Mixed Use** focus area is intended to leverage underutilized sites around the Metrolink station to provide higher-density housing, offices and supporting commercial uses close to regional transit. The Land Use Element specifies a maximum FAR of 1.5 with residential densities between 20 and 30 dwelling units per acre.

Because the density provisions for the Transit-Oriented Mixed Use designation already align with the Housing Element, no further revisions to Table 2-2 are required.

The required text revisions are provided in Exhibit “A” of the attached resolution in Attachment 1.

Development Code Text Amendments

The attached draft ordinance (Attachment 2) establishes a new zoning designation named *housing element site (H) overlay district*. The purpose of the H overlay district is to allow multifamily dwellings as a standalone development, or as part of a mixed-use development, on sites containing other uses that are permitted in the underlying zoning district on which the overlay is applied. By applying the H overlay district to the Town Center Mixed Use, Neighborhood Mixed Use and Transit Oriented Mixed Use General Plan designations, residential development at a density of up to 30 dwelling units per acre may occur in those areas prior to the adoption of their respective specific plans.

The development standards established for the high density residential-30 units/acre (RH-30) zoning district will apply to multifamily residential development in the H overlay district. For nonresidential components of mixed-use developments, the development standards of the underlying zoning district would generally apply. The draft ordinance also contains off-street parking standards for mixed-use developments where reductions from the parking standards for standalone uses may be considered when shared parking among uses with varying peak demand periods is proposed.

Zoning Map Amendments

The parcels comprising the proposed housing element site (H) overlay district are those parcels with General Plan land use designations of Town Center Mixed Use, Neighborhood Mixed Use, and Transit Oriented Mixed Use. The three sites subject to rezoning are shown within the yellow boundary lines below.

1. Neighborhood Mixed Use



2. Town Center Mixed Use

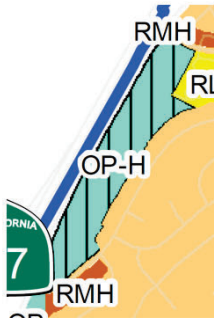


3. Transit Oriented Mixed Use

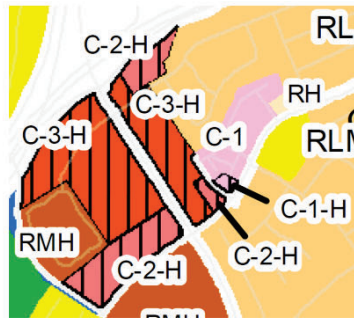


The revised zoning map is included as Exhibit 1 to the draft ordinance. The map legend depicts the zoning designations subject to the H overlay with the suffix “-H,” accompanied graphically with vertical hatches on the map where the overlay applies, as shown below:

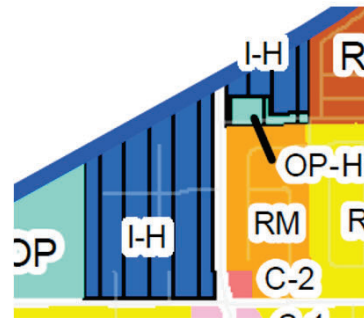
Residential Mixed Use



Town Center Mixed Use



Transit-Oriented Mixed Use



- C-1: Neighborhood Commercial
- C-1-H: Neighborhood Commercial-Housing Element Site Overlay
- C-2: Community Commercial
- C-2-H: Community Commercial-Housing Element Site Overlay
- C-3: Regional Commercial
- C-3-H: Regional Commercial-Housing Element Site Overlay

- I: Light Industry
- I-H: Light Industry-Housing Element Site Overlay
- OP: Office, Professional
- OP-H: Office, Professional-Housing Element Site Overlay

ANALYSIS:

The City committed to rezoning the H overlay sites as far back as December 2019 when the General Plan 2040 Update was adopted. This commitment was renewed and

refined with the City Council's certification of the Housing Element Update in August 2022, followed by HCD's certification in October 2022.

Enforcement of California's housing laws, including the RHNA requirements, has intensified in recent years. Decertification of the Housing Element can trigger several significant consequences, including:

- **Loss of Zoning Control (Builder's Remedy).** Developers can invoke the builder's remedy, which limits the City's ability to deny housing projects that include affordable units, even if they conflict with local zoning laws. In other words, developers that invoke the builder's remedy effectively have a right to build housing on any property not exclusively designated for public use, regardless of zoning designation.
- **Legal Action and Penalties.** The State Attorney General or housing advocacy organizations may sue the city for noncompliance. Potential legal penalties could include:
 - Court-ordered mandates to bring the housing element into compliance.
 - Significant financial fines for continued noncompliance.
- **Ineligibility for State Funding.** Cities with a decertified housing element may lose access to certain state funding programs for housing, transportation, and infrastructure projects. Examples include:
 - CDBG funding
 - Permanent Local Housing Allocation (PLHA) funding
 - Regional Early Action Planning (REAP) grants
 - SB 2 Planning Grants
- **Increased State Oversight.** HCD or the courts may impose additional oversight on the City's planning and zoning processes to ensure compliance with state housing laws.

While staff has been proceeding in good faith on the Town Center Specific Plan, the effort has taken longer than anticipated, and public hearings are not likely to take place prior to late spring of 2025. The time and effort put into the TCSP thus far has delayed the commencement of specific plans for the Neighborhood Mixed Use and Transit Oriented focus areas.

With limited time remaining to meet the statutory deadline and avoid potential consequences, it is recommended that the City Council adopt both the attached resolution (Attachment 1) approving the proposed General Plan amendment and the attached ordinance (Attachment 2) approving the Development Code amendment and Official Zoning Map amendment.

The recommended actions fundamentally do nothing more than implement what the City committed to when it adopted the 2021-2029 Housing Element. Specific plans for the Neighborhood Mixed Use and Transit Oriented Mixed Use focus areas must still be completed to implement the broader General Plan objectives for these areas, but those

actions are not subject to statutory deadlines mandated under State Law.

ENVIRONMENTAL DETERMINATION:

In conjunction with the adoption of the Diamond Bar General Plan 2040 and the Climate Action Plan 2040, the City prepared an Environmental Impact Report (EIR) to analyze the potential environmental impacts of those plans. The City Council certified the EIR on December 17, 2019, and the City filed a Notice of Determination on December 18, 2019.

In conjunction with adoption of the 2021-2029 Housing Element, the City evaluated the potential environmental impacts of the Housing Element in an addendum to the EIR. The City Council adopted the addendum on August 11, 2022. The proposed housing element site (H) overlay implements the densities established in the General Plan Land Use Element and required by the 2021-2029 Housing Element for the Town Center Mixed-Use, Neighborhood Mixed-Use, Transit Oriented Mixed-Use focus areas. The H overlay would not result in any new significant impacts or a substantial increase in the severity of previously identified significant impacts; therefore, no further environmental analysis is required. (Public Resources Code § 21166; CEQA Guidelines §§ 15168, 15162.).

PLANNING COMMISSION REVIEW:

The Planning Commission held a properly-noticed public hearing on January 14, 2025 to consider the proposed actions. By a 4-0 vote (one absence), the Planning Commission recommended that the City Council adopt the General Plan Amendment, Development Code Amendment and Zoning Map Amendment as presented in this staff report and in accordance with the attached draft resolution and ordinance.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Resolution and Ordinance as to form.

PREPARED BY:


 Greg Gubman Community Development Director 1/27/2025

REVIEWED BY:

Greg Gubman, Community Development Director

1/22/2025

Attachments:

1. Resolution No. 2025-04, General Plan Amendment
2. Ordinance No 01 (2025), Housing Overlay

Agenda #: 5.4
Meeting Date: February 4, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH TORTI GALLAS + PARTNERS.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

A. Appropriate \$58,000 from the General Fund to the General Plan Update Fund 103 to cover the cost to prepare a Water Supply Assessment; and

B. Approve, and authorize the City Manager to sign, the Second Amendment to the Consultant Services Agreement with Torti Gallas + Partners to prepare a Water Supply Assessment for the Town Center Specific Plan.

FINANCIAL IMPACT:

The total not-to-exceed amount set forth in the proposed Second Amendment is \$58,000. Sufficient funds do not currently exist in the FY 2024/25 budget. It is recommended that funds be appropriated from the General Fund to the General Plan Update Fund (103) to cover this amendment.

BACKGROUND:

Over the past several months, the consultant team and staff have been working on the Supplemental Environmental Impact Report (SEIR) for the Town Center Specific Plan (TCSP). Final revisions to the Administrative Draft SEIR were in progress when the Palisades, Eaton, and other wildfires devastated the Los Angeles metropolitan area and surrounding regions.

While the Administrative Draft SEIR addresses water supply and service to the TCSP project area, the recent fires are posing new concerns regarding regional water delivery infrastructure, such as the issue of diminished water pressure impeding firefighting capabilities. Staff consulted with the Walnut Valley Water District General Manager's

office, which is now requiring that the City prepare a Water Supply Assessment (WSA) for the Draft SEIR. A more extensive water resource analysis is a necessary step and prudent approach given the request of Walnut Valley Water District. Consequently, staff requested that the TCSP consultant, Torti Gallas + Partners (TG+P), submit a proposal to prepare a WSA.

DISCUSSION:

Sapphos Environmental, Inc., the subconsultant preparing the SEIR for the TCSP, proposes to collaborate with Stetson Engineers, Inc., a water resources consulting firm with offices in Covina and other California locations, as well as Arizona and Oregon.

Scope of Work

The full scope of work, including data collection, meetings, project management and other work products, is provided as Exhibit A to the amended Consultant Services Agreement (Attachment 1). The more substantive tasks comprising the WSA are listed below.

- **Introduction:** A description of the project area and the Walnut Valley Water District (WVWD) service area, including a map. An overview of WSA requirements under the California Water Code (Sections 10910-10915) and Government Code 66473.7 will also be provided.
- **Water Demands:** Historical annual water demand data within WVWD's service area from 2004 to 2023. Future water demand projections through 2045, based on WVWD's Final 2020 Urban Water Management Plan (UWMP), incorporating the Water Conservation Act of 2009 (SB X7-7) and the 20% reduction target by 2020. Current and projected water use objectives to estimate WVWD's total projected water demands in 2045 will also be reviewed.
- **Water Demand Analysis:** Assessment of water use factors from the 2020 UWMP, WVWD, and other WSAs. The consultant will determine whether the project's water demands were accounted for in WVWD's 2020 UWMP and, if necessary, incorporate additional demands.
- **Water Supply Sources:** Description of WVWD's potable and recycled water sources, including imported surface water from the Metropolitan Water District of Southern California via Three Valleys Municipal Water District, treated groundwater from the Main San Gabriel Basin, and recycled water from the Los Angeles County Sanitation Districts and local basins. The reliability of these water sources will be assessed using WVWD's 2020 UWMP and current data from the California Department of Water Resources.
- **Projected Water Supply and Demand:** WVWD's projected water demands and supply availability will be presented in tabular format for the years 2025, 2030, 2035, 2040, and 2045 under normal, single dry year, and multiple (five consecutive) dry year conditions.

The total proposed cost for the scope of work is \$52,619. It is recommended that a 10% contingency be included to cover unanticipated additional expenses or scope adjustments, bringing the total not-to-exceed amount to \$58,000. The work effort is anticipated to take three (3) months to complete.

LEGAL REVIEW:

The City Attorney has approved the attached Second Amendment to the Consultant Services Agreement as to form.

PREPARED BY:


Greg Gubman, Community Development Director

2/4/2025

REVIEWED BY:


Greg Gubman, Community Development Director

1/28/2025


Jason Jacobsen, Finance Director

1/29/2025

Attachments:

1. 5.4.a Second Amendment to Consultant Services Agreement with Torti Gallas + Partners

**SECOND AMENDMENT
TO
CONSULTANT SERVICES AGREEMENT**

This Second Amendment to Consultant Services Agreement ("Second Amendment") is made and entered into as of February 4, 2025, by and between the City of Diamond Bar, a municipal corporation ("City"), and Torti Gallas + Partners, a Delaware Corporation ("Consultant") with reference to the following:

A. The City and the Consultant entered into that certain Consultant Services Agreement dated as of May 3, 2022, which is incorporated herein by this reference (the "Original Agreement"); and

B. The City and Consultant entered into that certain First Amendment dated as of June 4, 2024, which is incorporated herein by this reference ("First Amendment"), which First Amendment and Original Agreement collectively are referred to as the "Agreement"; and

B. The City and the Consultant desire to amend the Original Agreement to modify, amend and supplement certain portions thereof.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

2. **Revised Scope of Services.** The Scope of Services, Exhibit "A" to the Original Agreement, is hereby amended, modified and supplemented to include the services described on Exhibit "A" attached hereto and incorporated herein by this reference.

3. **Reserved.**

4. **Compensation.** The total not-to-exceed compensation set forth in Section 3 of the Original Agreement was the sum of NINE HUNDRED TWENTY THOUSAND dollars (\$920,000). The First Amendment amended Section 3 of the Original Agreement to provide for a total not-to-exceed compensation in the sum of ONE MILLION ONE HUNDRED FIVE THOUSAND dollars (\$1,105,000). The total not-exceed compensation, is hereby amended to provide for an increase of FIFTY-EIGHT THOUSAND dollars (\$58,000) so that the not-to-exceed compensation, as amended by this Second Amendment shall not exceed ONE MILLION ONE HUNDRED SIXTY-THREE THOUSAND dollars (\$1,163,000) without prior authorization by the City.

5. **Integration.** This Second Amendment and all attachments hereto integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect hereto. This Second Amendment amends, as set forth herein, the Original Agreement and

except as specifically amended hereby, the Original Agreement shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Second Amendment and the terms and provisions of the Original Agreement, the terms and provisions of this Second Amendment shall control.

IN WITNESS hereof, the parties enter into this First Amendment on the year and day first above written.

"CONSULTANT"

"CITY"

TORTI GALLAS + PARTNERS

CITY OF DIAMOND BAR

*By:

Printed Name:

Title:

Neal Payton
NEAL PAYTON
PRINCIPAL - VICE PRESIDENT

By:

Daniel Fox

City Manager

*By:

Printed Name:

Title:

Neal Payton
NEAL PAYTON
ASSISTANT TREASURER

ATTEST:

Kristina Santana, City Clerk

APPROVED AS TO FORM:

Omar Sandoval, City Attorney

***NOTE: If Consultant is a corporation, the City requires the following signature(s):**

- (1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.

EXHIBIT "A"

ADDITIONAL SCOPE OF SERVICES

[Behind this page.]

Exhibit A: Scope of Work for Water Supply Assessment

Work Efforts

The WSA will analyze WVWD's ability to provide water supplies to the refined project over the next 20 years, through 2045. The Consultant Team (Consultant) will prepare the WSA and incorporate it into the Draft Supplemental EIR.

Task 11B-5.1: Data Collection

The Consultant will coordinate with the City to collect data needed to prepare the WSA. The Consultant will request, review, and summarize data regarding existing water supply sources and historic water demands (including onsite and WVWD water demands). and will coordinate with WVWD to obtain any additional data and information on current and projected WVWD water supply sources and demands.

Task 11B-5.2: Water Supply Assessment

The WSA will include the following:

- *Introduction* - The project area and WVWD's service area will be described. A map showing the project area and WVWD's service area boundaries will be included. A description of the requirements for a WSA will be provided. The requirements of California Water Code (Sections 10910-10915) and Government Code 66473.7 and how they pertain to the WSA will be described.
- *Water Demands* - Annual water demands over the past 20 years within WVWD's service area will be provided (e.g., from 2004 to 2023). Water demand projections within WVWD's service area will be estimated to 2045 based on information from WVWD's Final 2020 UWMP which incorporates SBX7_7 and the 20 percent by 2020 reduction requirement. Also, the current and projected water use objectives to estimate WVWD's total projected water demands in 2045 will be reviewed.
- *Water demands* will be based on available water use factors from the 2020 UWMP, from WVWD, and from other WSAs. The Consultant will determine if the water demands resulting from the project were incorporated in the water demand projections in WVWD's 2020 UWMP. If necessary, the additional project water demands will be added to determine WVWD's overall projected water demands.
- *Water Supply Sources* - WVWD's potable water supply sources include treated and untreated, imported surface water purchased from Metropolitan Water District of Southern California through Three Valleys Municipal Water District. WVWD's potable water supply sources also include treated groundwater from the Main San Gabriel Basin produced by California Domestic Water Company. WVWD's recycled water supplies include recycled water purchased from the Los Angeles County Sanitation Districts and from groundwater

pumped from the Puente Basin and Spadra Basin. WWWD's water supplies will be described based on information from WWWD's Final 2020 UWMP. The reliability of the potable water supply will be presented and will also be based on WWWD's Final 2020 UWMP. The WSA will also incorporate current information available from the California Department of Water Resources.

- Projected Water Supply and Demand - WWWD's projected water demands and water supplies will be presented in tabular format for the years 2025, 2030, 2035, 2040, and 2045 for normal (average) year, single dry year, and multiple (five consecutive) dry year conditions.

Task 11B-5.3: Report Preparation

Based on the information developed in Task 11B-5.2, the Consultant will prepare and provide a draft WSA for review by WWWD, and the City of Diamond Bar. The Consultant anticipates two (2) rounds of comments from WWWD and the City of Diamond Bar. Upon approval of the final report, the Consultant will provide the final WSA.

The Consultant anticipates submitting a data request to the appropriate parties within one week following receipt of a notice to proceed.

Task 11.B-5.4: Meetings and Project Management

The Consultant anticipates one (1) meeting with the City and/or the WWWD regarding the WSA. The Consultant will prepare a Memorandum for the Record that summarizes the key points of the meeting. This scope of work does not include attendance at additional meetings and/or hearings.

The Consultant will coordinate with the City to ensure that the WSA is prepared thoughtfully and accurately in a manner that is legally defensible.

Task 11.B-5.5: Revisions to Draft SIR

Upon completion of the final draft WSA, Sapphos Environmental will incorporate the WSA analysis into the Draft SIR. The revised sections of the Draft SIR will be submitted to the City for review. SEI anticipates only one (1) round of review by the City. The sections of the Draft SIR that will require revisions due to the addition of the WSA include the following:

- Executive Summary
- 3.9 Utilities and Service Systems
- 4 Alternatives Analysis
- 5 CEQA Required Conclusions
- 6 References
- Appendices

Work Products

- One (1) electronic copy in Microsoft Word and PDF of the first draft WSA for the WWWD and the City
- One (1) electronic copy in Microsoft Word and PDF of the second draft WSA for the WWWD and the City
- One (1) electronic copy in Microsoft Word and PDF of the final WSA for the WWWD and the City
- One (1) electronic copy in Microsoft Word and PDF of the affected Draft SIR sections (listed in Task 11.B-5.5) for the City
- One (1) meeting between SEI, Stetson, and the City and/or the WWWD regarding the WSA
- One (1) electronic copy in Microsoft Word and PDF of Memorandum for the Record summarizing meeting regarding the WSA

Fee

This cost estimate has been prepared based on the following assumptions:

- *Assumption No. 1: A Water Supply Assessment (WSA) is required to be included as part of the Draft SIR by request of the City.*
- *Assumption No. 2: The WSA will be prepared by a subcontractor (Stetson) to Sapphos Environmental, Inc. (SEI).*
- *Assumption No. 3: SEI will support Stetson's effort to prepare a WSA and provide peer review and coordination with the project team.*
- *Assumption No. 4: SEI will revise the Draft SIR to include the WSA and provide to the project team for review.*
- *Assumption No. 5: SEI and Stetson will attend one WSA kick-off meeting to review approach and deliverables with the project team.*

Subtotal Labor Cost	\$21,462.00
Subtotal Subcontractor Cost	\$25,300.00
Subtotal PM cost	\$ 4,783.50
Subtotal Direct Cost	\$ 1,073.10

TOTAL FEE:	\$52,618.60
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Schedule

Milestone

Date

Authorization to Proceed on Contract Amendment No. 2

February 7, 2025

Consultant to submit First Draft WSA
City to provide comments on the First Draft WSA
Consultant to submit Second Draft WSA
City to provide comments on Second Draft WSA
Consultant to submit Final WSA

April 4, 2025
April 11, 2025
April 18, 2025
April 22, 2025
April 25, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager 
TITLE: **BLACK HISTORY MONTH PROCLAMATION.**
STRATEGIC
GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Adopt the Proclamation declaring February as Black History Month.

BACKGROUND:

Black History Month is an annual celebration in February which recognizes and celebrates the significant contributions that African-Americans have made to American history.

Historian and author Dr. Carter G. Woodson founded what has now become National Black History Month in 1926, to remember and celebrate African American history. Black History Month has been recognized by every U.S. President since 1976 when Gerald Ford issued the first African-American History Month Proclamation, urging Americans to “honor the too-often neglected accomplishments of Black Americans in every area of endeavor throughout our history.” The Association for the Study of African American Life and History has highlighted “African Americans and Labor” as the theme for 2025 Black History Month, intending to encourage broad reflections on intersections between Black people’s work and their workplaces in all their iterations and key moments, themes, and events in Black history and culture across time and space and throughout the U.S., Africa, and the Diaspora.

The City of Diamond Bar is proud to honor the achievements and accomplishments of Black Americans in our community, throughout our state, and nation.

PREPARED BY:


Kristina Santana, City Clerk 2/4/2025

REVIEWED BY:


Ryan McLean, Assistant City Manager 1/29/2025

Attachments:

1. 5.5.a Black History Month Proclamation

PROCLAMATION

“BLACK HISTORY MONTH”

WHEREAS, the City of Diamond Bar recognizes and values diversity, equity, and inclusion within our community; and

WHEREAS, Blacks and African Americans throughout the nation’s history have made countless indelible contributions in the fields of science, medicine, law, social justice, athletics, the arts, government, and more; and

WHEREAS, since 1976, every U.S. president has officially designated the month of February as Black History Month to honor and affirm the importance of Black history throughout the American experience; and

WHEREAS, the Association for the Study of African American Life and History has declared the Black History Month 2025 theme, “African Americans and Labor” focusing on the various and profound ways that work and working of all kinds – free and unfree, skilled, and unskilled, vocational and voluntary – intersects with the collective experiences of Black people; and

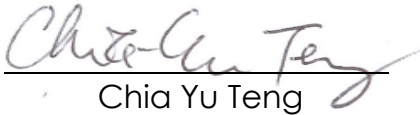
WHEREAS, Black History Month is an opportunity to remember, reflect on, and celebrate the important people and events who paved the way for equality and justice, to advance the civil rights of all Americans, and to battle racism for a more inclusive and just society; and

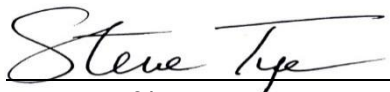
WHEREAS, Black History Month calls on our collective need to recognize and combat racism, and to continue to build a community that embraces all ages, races, and religions; and

WHEREAS, Diamond Bar joins the country in honoring the achievements and accomplishments of Black Americans who have contributed to the progress of our nation, state and city.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Diamond Bar does hereby proclaim **February 2025** as “**BLACK HISTORY MONTH**” and affirms its commitment to live up to the ideals of freedom, equity, justice and access for all.

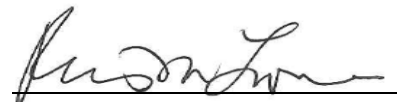
February 4, 2025


Chia Yu Teng
Mayor


Steve Tye
Mayor Pro Tem


Andrew Chou
Council Member


Stan Liu
Council Member


Ruth M. Low
Council Member

Agenda #: 5.6
Meeting Date: February 4, 2025



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager 

TITLE: **NOTICE OF COMPLETION FOR THE AREA 3 RESIDENTIAL & COLLECTOR STREETS REHABILITATION AND ARTERIAL STREET REHABILITATION (GOLDEN SPRINGS DRIVE FROM GRAND AVENUE TO AVENIDA RANCHEROS, GRAND AVENUE FROM DIAMOND BAR BLVD TO EAST CITY LIMITS, AND STREETS WITHIN THE GATEWAY CORPORATE CENTER) PROJECTS NOS. SI24101 AND SI24103; THE GRAND AVENUE AT DIAMOND BAR BOULEVARD DRAINAGE IMPROVEMENTS PROJECT NO. PW23402; AND THE COLD SPRING LANE GROUNDWATER DRAINAGE IMPROVEMENTS PROJECT NO. SI24101.**

STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the Director of Public Works/City Engineer to file the Notice of Completion.

FINANCIAL IMPACT:

Funding is included in the FY 23/24 Capital Improvement Program for this Project. The final construction cost of the Project is \$9,610,070.25, which is \$695,829.75 under the total authorization amount of \$10,305,900.00 (Construction Agreement: \$9,369,000, Contingency: \$936,900).

BACKGROUND/DISCUSSION:

The City Council awarded a construction contract to Onyx Paving Company, Inc. on April 2, 2024, in the amount of \$9,369,000, with a contingency of \$936,900, for a total authorization of \$10,305,900. The Notice to Proceed was authorized on April 29, 2024, and construction began in May 2024.

The Project involved the enhancement of seventeen (17) centerline miles of residential

and collector streets through slurry seal, chip seal, localized asphalt concrete (AC) dig-outs, and curb ramp improvements, determined by field conditions in Area 3. Additionally, approximately six (6) centerline miles of various segments along major arterials were upgraded, including Golden Springs Drive from Grand Avenue to Temple Avenue-Avenida Rancheros, Grand Avenue from Diamond Bar Boulevard to the easterly City limits, and streets within the Gateway Corporate Center (Gateway Center Dr., Copley Dr., Bridgegate Dr., and Valley Vista Dr.).

As part of the street rehabilitation project, bike lanes with buffers were added along Golden Springs Drive, and new bike lanes and buffers were introduced along Grand Avenue and within the Gateway Corporate Center (Gateway Center Drive and Copley Drive only). No bike lanes were installed along Bridgegate Drive and Valley Vista Drive due to on street parking spaces.

Drainage improvements were constructed at two locations within the project area. The Grand Avenue at Diamond Bar Boulevard Drainage Improvements involved the removal and reconstruction of the concrete curb and gutter to redirect water from the median nose at the Grand Avenue and Diamond Bar Boulevard intersection to the nearest catch basin, thereby alleviating stormwater ponding in the pavement area around the median nose and the pedestrian crosswalk. Also, a new subdrain system was installed to improve drainage along a portion of Cold Spring Lane.

Onyx Paving Company, Inc. completed the work on October 14, 2024. The punch list items were completed in early December 2024 due to material availability and lead times. Two change orders were issued, totaling \$87,328.60 for Change Order 1 and \$153,741.65 for Change Order 2. These changes primarily involved adjustments in quantities, including additional AC pavement dig-outs, taper grinding, concrete repairs, curb and sidewalk work, cross gutters, additional striping, and utility identification. Field inspections also revealed opportunities to reduce quantities, such as limiting work to valves in paving areas, refining measurements for removal and replacement, and eliminating unnecessary items, which resulted in cost savings.

PREPARED BY:

Christian Malpica
Christian Malpica, Associate Engineer

2/4/2025

REVIEWED BY:



Hal Ghafari, Public Works Manager/Asst. City Engineer

1/3/2025



David G. Liu, Public Works Director/City Engineer

1/7/2025



Jason Jacobsen, Finance Director

1/28/2025

Attachments:

1. 5.6.a Notice of Completion

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

CITY OF DIAMOND BAR
21810 COPLEY DRIVE
DIAMOND BAR, CA 91765
ATTENTION: CITY CLERK

Recording Fees Exempt per Govt. Code §§ 6103, 27383

Space Above for Recorder's Use

NOTICE OF COMPLETION

Cal. Civ. Code 8100 et seq. and 9200 et seq.

Notice is hereby given that:

1. The undersigned is the owner or authorized officer of the owner of the fee interest in the property hereinafter described.
2. The full name of the owner is City of Diamond Bar.
3. The full address of the owner is 21810 Copley Drive, Diamond Bar, CA 91765.
4. A work of improvement on the property hereinafter described was completed October 14, 2024. The work done was: Residential & Collector Street Rehabilitation (Area 3) and Arterial Street Rehabilitation (Golden Springs Drive from Grand Avenue to Avenida Rancheros, Grand Avenue from Diamond Bar Blvd. to East City Limits, Gateway Corporate Center) – Project Nos. SI24101 & SI24103; Grand Avenue at Diamond Bar Blvd. Drainage Improvements (CIP No. PW23402); and Cold Spring Lane Groundwater Drainage Improvements (CIP No. SI24101).
5. The name and address of the contractor, if any, for such work of improvement was:
Onyx Paving Company, Inc.
6751 Stanton Ave., Buena Park, CA 90621
6. The date of the contract was April 2, 2024.
7. The property on which said work of improvement was completed is in the City of Diamond Bar, County of Los Angeles, State of California, and is described as follows: Residential & Collector Street Rehabilitation (Area 3) and Arterial Street Rehabilitation (Golden Springs Drive from Grand Avenue to Avenida Rancheros, Grand Avenue from Diamond Bar Blvd. to East City Limits, Gateway Corporate Center) – Project Nos. SI24101 & SI24103; Grand Avenue at Diamond Bar Blvd. Drainage Improvements (CIP No. PW23402); and Cold Spring Lane Groundwater Drainage Improvements (CIP No. SI24101).
8. The street address of said property is none.

CITY OF DIAMOND BAR

Dated: _____

By: _____

David G. Liu, P.E.
Public Works Director/City Engineer

VERIFICATION

I am the Public Works Director/City Engineer of the City of Diamond Bar and am authorized to execute this verify cation on its behalf. I have read the foregoing notice of completion, know the contests thereof, and the same is true of my personal knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on this ____ day of _____, 2025, at Diamond Bar, California.

By: _____

David G. Liu, P.E.
Public Works Director/City Engineer



CITY COUNCIL

AGENDA REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Fox, City Manager
TITLE: **AGREEMENT BETWEEN CITY OF DIAMOND BAR AND VALLEY VISTA SERVICES INC. FOR RESIDENTIAL SOLID WASTE MANAGEMENT SERVICES AND WASTE MANAGEMENT COLLECTION AND RECYCLING, INC. FOR COMMERCIAL SOLID WASTE MANAGEMENT SERVICES.**
STRATEGIC GOAL: *Safe, Sustainable & Healthy Community*

RECOMMENDATION:

Approve, and authorize the City Manager to sign the agreements with Valley Vista Services, Inc. and Waste Management Collection and Recycling, Inc.

FINANCIAL IMPACT:

The agreements will generate total annual revenues of approximately \$1,610,000, with annual adjustments, as detailed in subsequent sections.

BACKGROUND:

Since 2000, Valley Vista Services (VVS) and Waste Management Collection and Recycling, Inc. (WM) have been the City's exclusive commercial and residential solid waste haulers under three separately negotiated franchise agreements. In August 2010, the City Council granted second franchise agreements to VVS and WM. These agreements were amended and restated in 2017 and extended in 2023. Both are set to expire no later than August 31, 2025.

At the City Council Study Session of April 5, 2022, staff presented information regarding the status of the solid waste franchise agreements for review and discussion. The City Council directed staff to commence an exclusive procurement process with the current waste haulers in which both could submit a proposed scope of work for the service areas by sector or for citywide service, with the City reserving the right to select any combination. On June 21, 2022, the City Council awarded a contract to Sloan Vazquez

McAfee, a consulting firm with extensive experience in the procurement and management of municipal solid waste collection franchises to assist with the procurement process.

The City's project team (staff, City Attorney Omar Sandoval and Enrique Vazquez of Sloan Vazquez McAfee) developed a Request for Proposals (RFP) with a focus on a transparent and ethical procurement process that prioritizes high performance/quality and reliable service, value for ratepayers, compliance with state regulatory requirements (including SB 1383 organics requirements), and effective outreach and engagement with customers over the proposed term.

The RFP was released to VVS and WM on May 3, 2023. Three addenda to the RFP were provided and a total of 54 questions related to the RFP terms were submitted by the respondents. Both VVS and WM submitted complete proposals for commercial only, residential only, and citywide services by the August 30, 2023 response deadline.

At the January 16, 2024 regular meeting, the City Council deliberated the merits of the proposals and directed staff to complete negotiations with Valley Vista for residential service and Waste Management for commercial/roll-off service.

ANALYSIS:

With the Council's direction, staff, consultants, and the two selected haulers began final contract negotiations, which resulted in the agreements before the City Council for consideration. The Valley Vista Services Agreement is included in Attachment 3. The Waste Management Agreement is included in Attachment 4. Key provisions of the agreements include:

1. Term of Agreement

The 10-year term begins September 1, 2025 and terminates August 31, 2035. The City retains the sole option to extend the term up to 24 months.

2. General Service Requirements

Specific service requirements across sectors include, but are not limited to:

- Compliance with all state diversion requirements in both sectors, including organics collection and recycling.
- Standard cart, bin, and roll-off service.

Regular single-family dwelling collection service provided by VVS will be scheduled once per week, with standard service consisting of 65-gallon trash, recycling, and organic waste carts. Customers have the option to substitute standard refuse carts for either 35 or 96-gallon carts and increase recycling and organics carts if necessary. Rates are based on refuse cart size. Additional refuse carts are available at an additional cost, but residents may request up to two additional recycling carts and one

additional organics cart at no extra charge.

Regular commercial and multi-family collection service provided by WM will be scheduled at least once per week, with standard service provided using a three-container program for the separate collection of refuse, recyclables, and organic waste. Customers retain the option to select 1, 1.5, 2, 3, 4 and 6-cubic yard bins based on the volume of refuse produced. WM, following consultation with and approval by the City, shall offer cart service to commercial and/or multi-family customers with five or more units that do not have space for or do not generate enough waste to fill a bin.

- Free residential refuse cart overage collection (two per calendar year plus one end-of-year pickup).
- Cart and bin cleaning services available upon request (at a cost).
- Backyard service. Residents determined to be disabled are eligible for free backyard service in which VVS will remove refuse, recyclable and green waste containers for collection and return them after they are serviced. This service is also available for a fee for customers that are not disabled.
- Availability of temporary bins.
- Free bulky item collection. Residential customers are eligible for four free bulky item pickups (up to three cubic yards of material per pickup) per calendar year. Bulky items include items too large to be contained in a cart such as furniture, appliances, large amounts of green waste, and electronic waste.
- Free household hazardous waste (HHW) pickups (two per year). HHW includes paint/paint products, cleaning solutions and household chemicals, batteries, etc.
- Free curbside used oil and filter collection available on regular collection days.
- Free mail-back sharps collection program. Upon request, secure containers are provided with prepaid postage.
- Free holiday tree collection service (natural trees only) from December 26 to the second Sunday in January.
- Free mulch and compost giveaway events (two per year).
- Construction and demolition collection and disposal.
- Complimentary service at City facilities, events, and activities.

- Abandoned items left in the public right-of-way (with the exception of hazardous waste) will be collected and disposed of at no charge.
- Free storage containers for use by the City.
- Robust community education and outreach programming and materials (print, digital, and social media).
- Promotion of local environmental events and programs, including, but not limited to County HHW and e-waste collection and medication take-back.
- Deployment of new clean fuel vehicles.
- Senior and Disabled Customer Discounts. Residential customers aged 60 or older are eligible for reduced service rates. Disabled residential customers are eligible for a 15% discount off the standard monthly service rates.
- Haulers shall ensure sufficient capacity of California recovered organics waste products to meet the mandatory procurement requirements for jurisdictions contained in SB 1383, including procurement of compost/mulch, securing of procurement credits, and/or use of renewable natural gas in vehicles.

3. Rates

This procurement process marks the first time that rates have been bid since 2000. As a result, ratepayers can expect significant savings in both sectors. Total ratepayer savings beginning in year one of the agreements is expected to be approximately \$768,576 for the residential sector and \$180,613 for the commercial sector, or about 9.8% less than current rate revenues. Seniors remain eligible for discounted rates (15%).

There are many rate categories included for each sector. Complete rate sheets are included as Attachments 1 and 2 and attached as exhibits to each Agreement. The following examples compare current and proposed rates for common service requests in both sectors.

Residential Service	Current Rate	Proposed Rate	Difference
35 gallon trash	\$32.07	\$29.89	-6.7%
64 gallon trash	\$39.52	\$35.39	-10.5%
96 gallon trash	\$47.41	\$40.11	-15.4%

Commercial Service	Current Rate	Proposed Rate	Difference
3CY Bin 1/week	\$279.88	\$144.54	-48.4%
3CY Bin 2/week	\$279.88	\$260.18	-7%

3CY Bin 3/week	\$392.97	\$375.81	-4.4%
3CY Bin 4/week	\$510.20	\$491.45	-3.7%

VVS and WM would be eligible for an annual rate increase based on a standardized formula that accounts for business-related costs, including annual changes in disposal rates, labor, fuel, and other factors. Rate increases are capped at 5%, unless the adjustment is made under the provisions of an Extraordinary Rate Adjustment. Extraordinary Rate Adjustments may be requested if there are changes in direct fees charged at disposal sites, changes in applicable laws requiring new services or obligations, or any other change in costs outside the hauler's reasonable control. Extraordinary Rate Adjustments must be accompanied with justification in support of the request and must be approved by the City Council.

4. Fees and Other Funding

The proposed agreements include the following fees paid to the City, which total approximately \$1,610,000 in year one. All fees will be adjusted annually using CPI to ensure payments remain in line with associated costs.

- Franchise Fees. In the first year, VVS and WM will pay the City \$287,000 and \$123,000 respectively (\$410,000 total). These fees are not passed through to customers and are paid directly to the City by the contractors.
- CalRecycle Compliance Fee. In the first year, the City will collect \$750,000 to cover the City's costs to comply with State mandates resulting from the enactment of AB 939 and subsequent related legislation including, but not limited to AB 2176, SB 1016, AB 341, AB 1826, and SB 1383. These laws require jurisdictions to implement solid waste collection programs, meet processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, among other mandated requirements.
- Residential Vehicle Impact Fee. The City will collect \$175,000 from VVS to offset a portion of the costs necessary to maintain roadways due to the wear and tear caused by waste collection vehicles on City streets.
- Residential Street Sweeping Fee. The City will collect \$175,000 from VVS to offset a portion of the costs necessary to provide street sweeping services on residential streets.
- Contracting Fee. The City will collect a one-time \$100,000 payment to reimburse the City for costs it incurred in connection with entering into this Agreement. This figure is not included in ongoing annual revenue estimates.

5. Accountability

To ensure franchisee compliance and accountability to the City and its residents throughout the term, a series of performance management requirements are included.

- Reporting – Haulers will provide standardized monthly and annual reporting of diversion rates/AB 939/SB 1383 compliance consistent with state requirements, special services rendered (bulky item/household hazardous waste, etc.), customer outreach/complaints, and financial statements, among other items pertinent to local service. City staff will meet regularly with hauler representatives to ensure compliance.
- Customer Service Satisfaction Survey - At the City's request, haulers will conduct a survey of customers to determine overall customer satisfaction with services. The content of the survey must be approved by the City.
- Performance Audits – Performance audits will be scheduled every third year, beginning in 2027. The scope of the audit is at the City's discretion, and may include general contract compliance, customer service levels, financial review, tonnage/diversion rates, etc. Haulers shall reimburse the City for the cost of the audit.
- Liquidated Damages – Breaches of agreement provisions may result in a financial penalty.

6. Public Outreach and Engagement Regarding Transition

Upon commencement of the new agreements, residential and commercial customers will have new waste haulers, service accounts, and customer service contacts for the first time in 25 years. City staff, in cooperation with VVS and WM, will develop a comprehensive multimedia resident and business outreach plan to educate and inform the community about what to expect with the impending changes in providers. This campaign will be released well in advance of the official transition date to ensure the information is readily available.

LEGAL REVIEW:

The City Attorney has reviewed and approved the Agreements as to form.

PREPARED BY:


Ryan McLean, Assistant City Manager

2/4/2025

REVIEWED BY:

Ryan McLean
Ryan McLean, Assistant City Manager

1/28/2025

Jason Jacobsen
Jason Jacobsen, Finance Director

1/28/2025

Kristina Santana
Kristina Santana, City Clerk

1/28/2025

Daniel Fox
Daniel Fox, City Manager

1/30/2025

Attachments:

1. 7.1.a Proposed Residential Rates
2. 7.1.b Proposed Commercial Rates
3. 7.1.c Solid Waste Services Agreement - VVS
4. 7.1.d Solid Waste Services Agreement - WM

Attachment 1

Proposed Residential Rates

EXHIBIT 1 - MAXIMUM MONTHLY RATES**Single-Family Dwelling**

Service Description	Prior Rates	
Single-Family Dwelling - 35G trash	\$29.89	Unit / Month
Single-Family Dwelling - 64G trash	\$35.39	Unit / Month
Single-Family Dwelling - 96G trash	\$40.11	Unit / Month
Single-Family Dwelling - 35G trash-senior	\$23.91	Unit / Month
Single-Family Dwelling - 64G trash-senior	\$31.46	Unit / Month
Single-Family Dwelling - 96G trash-senior	\$32.09	Unit / Month
Additional charge for 35G trash beyond (1) one	\$5.98	Unit / Month
Additional charge for 64G trash beyond (1) one	\$7.08	Unit / Month
Additional charge for 96G trash cart beyond (1) one. ²	\$8.02	Unit / Month
Additional charge for recyclables cart beyond (2) two ³	\$2.48	Unit / Month
Additional charge for organics cart beyond (2) two. ⁴	\$7.08	Unit / Month
Additional charge for backyard service. ⁵	\$6.00	Unit / Month
Additional charge for refuse cart overage beyond two (2) annual pickup events and one (1) year-end pickup. ⁶	\$7.08	Per Event
Cart Overage Charge for overflowing container upon second and subsequent occurrence in 3-month period	\$7.08	Per Event
Bulky Item Pickup - beyond four (4) pickup collection events per calendar year ⁷	\$45.00	Per Event
Contamination Fee upon third and subsequent occurrence in 12-month period	\$10.00	Per Event
Damaged Cart Replacement ⁸	\$100.00	Per Cart
Cart Exchange after free after free-exchange period.	\$25.00	Per Cart

NOTES

- Standard Service includes three (3) carts; One each for refuse, recycling, and organics. The Monthly Rate is based on the refuse cart size chosen by the customer. Customers may choose 35, 64, or 96-gallons carts for recycling and/or organics. Default sizes for all three waste streams are 64 gallon.
- Standard Service includes one (1) cart for trash. Customers may order additional trash carts at an additional charge.
- Standard Service includes up to two (2) carts for recyclables. Customers may order additional recyclables carts at an additional charge. This rate will apply to any size cart.
- Standard Service includes up to two (2) carts for organics. Customers may order additional organics carts at an additional charge.
- Contractor shall roll out and return carts for any Customer who is legally or medically recognized as disabled at no additional charge.
- Contractor may charge for additional pickups beyond two annual pickups per calendar year and an end-of-year pickup for trash.
- Contractor may charge for additional bulky item pickups beyond four annual pickups per calendar year. Customers may put out up to 3 cubic yards of material at each pickup event.
- Contractor may charge for replacement of carts if due to provable negligence.

EXHIBIT 1 - MAXIMUM MONTHLY RATES**Residential Bins**

TRASH CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
1.5 cubic yard	\$165.98	\$305.13	\$457.69	\$610.26	\$714.49	\$811.48	\$43.98
2 cubic yard	\$176.57	\$326.29	\$489.44	\$652.58	\$767.40	\$874.96	\$47.98
3 cubic yard	\$197.73	\$368.62	\$552.93	\$737.23	\$873.21	\$1,001.94	\$55.56
RECYCLING CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
1.5 cubic yard	\$82.99	\$152.57	\$228.85	\$305.13	\$357.25	\$405.74	\$21.99
2 cubic yard	\$88.29	\$163.15	\$244.72	\$326.29	\$383.70	\$437.48	\$23.99
3 cubic yard	\$98.87	\$184.31	\$276.47	\$368.62	\$436.61	\$500.97	\$27.78
ORGANICS CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
1.5 cubic yard	\$165.98	\$305.13	\$457.69	\$610.26	\$714.49	\$811.48	\$43.98
2 cubic yard	\$176.57	\$326.29	\$489.44	\$652.58	\$767.40	\$874.96	\$47.98
3 cubic yard	\$197.73	\$368.62	\$552.93	\$737.23	\$873.21	\$1,001.94	\$55.56
OTHER SERVICES							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	
Scout Service	\$83.81	\$199.69	\$299.54	\$399.39	\$499.23	\$599.07	
Container Lock Charge	\$15.50						
Enclosure Lock Charge	\$15.50						
Sunday Service - Each Service	\$75.00						
Valet Service for Carts	\$6.00						

NOTES

Subscription to a trash bin shall include up to 2 Recycling and 2 Organics 96-Gal Carts.

Alternatively, customer may choose Recycling Bin Service or Organics Bin at an additional charge.

EXHIBIT 1 - MAXIMUM MONTHLY RATES
Roll Off Box Other Services

ROLL OFF BOX HAULING SERVICE		Rate
Roll off boxes and compactors (all sizes). Includes delivery and removal.	\$280.00	per haul
Roll off boxes and compactors (all sizes). Includes delivery and removal. Customer owned equipment.	\$280.00	per haul
ROLL OFF BOX DISPOSAL / PROCESSING / OTHER FEES		Rate
Solid waste (transfer only - no processing)	\$93.99	per ton
Solid waste processing (MRF) ¹	\$110.99	per ton
Commingled recyclables processing	\$65.00	per ton
Segregated green waste	\$117.67	per ton
Segregated food waste	\$117.67	per ton
Organics	\$117.67	per ton
C&D processing ²	\$93.99	per ton
Roll-off box cleaning beyond one (1) per year.	\$150.00	per event
Redelivery/Return trip/Dry run	\$195.00	per event
Temporary roll-off daily rental after 7 days with no dump	\$35.00	per day
Relocation fee	\$175.00	per event
Sunday service surcharge	\$75.00	per event
TEMPORARY BIN SERVICE		Rate
3 CY bin - deliver, pickup and one dump	\$167.00	per event
3 CY bin additional dump	\$60.00	per event
6 CY bin - deliver, pickup and one dump	\$206.00	per event
6 CY bin additional dump	\$68.00	per event
Daily rental after 7 days	\$35.00	per haul
BULKY ITEM COLLECTION		Rate
MFD bulky item pickup - beyond four (4) pickup collection events per year.	\$40.00	per haul
OTHER FEES		Rate
Bin cleaning bin fee beyond one (1) per year.	\$68.00	per event
Enclosure clean-out fee due to overflowing containers.	\$80.00	per event
Bin Exchange beyond once per Agreement Year	\$125.00	per event
Contamination fee upon third and subsequent occurrence in 12-month period.	\$75.00	per event
Late payment charge (unpaid balance each month after 30 days past due date)	1.50%	per month
Emergency service - 1 Crew & 1 Truck	\$125.00	per hour

Attachment 2

Proposed Commercial Rates

EXHIBIT 1 - MAXIMUM MONTHLY RATES

TRASH CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
70 Gal Cart	\$38.37	\$69.07	\$99.77	\$130.47	\$161.17	\$191.87	\$46.45
98 Gal Cart	\$55.74	\$100.33	\$144.91	\$189.50	\$234.09	\$278.68	\$46.45
1.5 CY - 1st Bin	\$101.94	\$183.50	\$265.05	\$346.60	\$428.16	\$509.71	\$46.45
Each Addl Bin	\$91.75	\$165.15	\$238.55	\$311.95	\$385.36	\$458.76	\$46.45
2 CY - 1st Bin	\$116.75	\$210.15	\$303.55	\$396.95	\$490.35	\$583.75	\$46.45
Each Addl Bin	\$105.06	\$189.11	\$273.16	\$357.21	\$441.27	\$525.32	\$46.45
3 CY - 1st Bin	\$144.54	\$260.18	\$375.81	\$491.45	\$607.08	\$722.72	\$46.45
Each Addl Bin	\$130.08	\$234.14	\$338.21	\$442.27	\$546.33	\$650.40	\$46.45
4 CY - 1st Bin	\$183.00	\$329.40	\$475.80	\$622.20	\$768.61	\$915.01	\$46.45
Each Addl Bin	\$164.68	\$296.43	\$428.17	\$559.92	\$691.67	\$823.41	\$46.45
6 CY - 1st Bin	\$218.44	\$393.19	\$567.94	\$742.70	\$917.45	\$1,092.20	\$46.45
Each Addl Bin	\$196.59	\$353.87	\$511.14	\$668.41	\$825.69	\$982.96	\$46.45
TRASH COMPACTORS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
2 CY Compactor	\$233.50	\$420.30	\$607.10	\$793.89	\$980.69	\$1,167.49	\$92.89
3 CY Compactor	\$289.09	\$520.36	\$751.62	\$982.89	\$1,214.16	\$1,445.43	\$92.89
4 CY Compactor	\$366.00	\$658.80	\$951.61	\$1,244.41	\$1,537.21	\$1,830.01	\$92.89
RECYCLING CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
70 Gal Cart	\$19.19	\$34.54	\$49.89	\$65.24	\$80.59	\$95.94	\$23.23
98 Gal Cart	\$27.87	\$50.17	\$72.46	\$94.75	\$117.05	\$139.34	\$23.23
1.5 CY - 1st Bin	\$50.97	\$91.75	\$132.53	\$173.30	\$214.08	\$254.86	\$23.23
Each Addl Bin	\$45.88	\$82.58	\$119.28	\$155.98	\$192.68	\$229.38	\$23.23
2 CY - 1st Bin	\$58.38	\$105.08	\$151.78	\$198.48	\$245.18	\$291.88	\$23.23
Each Addl Bin	\$52.53	\$94.56	\$136.58	\$178.61	\$220.64	\$262.66	\$23.23
3 CY - 1st Bin	\$72.27	\$130.09	\$187.91	\$245.73	\$303.54	\$361.36	\$23.23
Each Addl Bin	\$65.04	\$117.07	\$169.11	\$221.14	\$273.17	\$325.20	\$23.23
ORGANICS CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
70 Gal Cart	\$38.37	\$69.07	\$99.77	\$130.47	\$161.17	\$191.87	\$46.45
98 Gal Cart	\$55.74	\$100.33	\$144.91	\$189.50	\$234.09	\$278.68	\$46.45
2 CY - 1st Bin	\$116.75	\$210.15	\$303.55	\$396.95	\$490.35	\$583.75	\$46.45
Each Addl Bin	\$105.06	\$189.11	\$273.16	\$357.21	\$441.27	\$525.32	\$46.45

EXHIBIT 1 - MAXIMUM MONTHLY RATES

OTHER SERVICES							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	
Scout Service	\$78.00	\$156.00	\$234.00	\$312.00	\$390.00	\$468.00	
Container Lock Charge	\$15.00	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	
Enclosure Lock Charge	\$15.00	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	
Sunday Service - Each Service	\$75.00						
Valet Service for Carts	\$30.00	\$60.00	\$90.00	\$120.00	\$150.00	\$180.00	

EXHIBIT 1 - MAXIMUM MONTHLY RATES

ROLL OFF BOX HAULING SERVICE	Rate
Roll off boxes and compactors (all sizes). Includes delivery and removal.	\$321.28 per haul
Roll off boxes and compactors (all sizes). Includes delivery and removal. Customer owned equipment.	\$321.28 per haul
ROLL OFF BOX DISPOSAL / PROCESSING / OTHER FEES	Rate
Solid waste (transfer only - no processing)	\$90.00 per ton
Solid waste processing (MRF) ¹	\$90.00 per ton
Commingled recyclables processing	\$125.00 per ton
Segregated green waste	\$120.00 per ton
Segregated food waste	\$155.00 per ton
Organics	\$155.00 per ton
C&D processing ²	\$125.00 per ton
Roll-off box cleaning beyond one (1) per year.	\$160.00 per event
Redelivery/Return trip/Dry run	\$200.00 per event
Temporary roll-off daily rental after 7 days with no dump	\$35.00 per day
Relocation fee	\$200.00 per event
Sunday service surcharge	\$100.00 per event
TEMPORARY BIN SERVICE	Rate
3 CY bin - deliver, pickup and one dump	\$185.00 per event
3 CY bin additional dump	\$135.00 per event
6 CY bin - deliver, pickup and one dump	\$210.00 per event
6 CY bin additional dump	\$160.00 per event
Daily rental after 7 days	\$30.00 Per Day
BULKY ITEM COLLECTION	Rate
MFD bulky item pickup - beyond four (4) pickup collection events per year.	\$60.00 Per event
Commercial bulky item pickup - per collection event.	\$60.00 Per event
Commercial bulky item pickup - per item.	\$15.00 Per Item
OTHER FEES	Rate
Bin cleaning bin fee beyond one (1) per year.	\$100.00 per event
Enclosure clean-out fee due to overflowing containers.	\$100.00 per event
Return trip fee on scheduled pickup day.	\$75.00 per event
Service reinstatement fee after suspension for non-payment	\$35.00 per event
Bin Exchange beyond once per Agreement Year	\$125.00 per event
Contamination fee upon third and subsequent occurrence in 12-month period.	\$100.00 per event
Late payment charge (unpaid balance each month after 30 days past due date)	1.50% per month
Emergency service - 1 Crew & 1 Truck	\$250.00 per hour

Attachment 3

Residential Solid Waste Services Agreement

FRANCHISE AGREEMENT FOR SOLID WASTE SERVICES

Between the City of Diamond Bar

and

Valley Vista Services, Inc.

This 4th day of February, 2025

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This Franchise Agreement for Solid Waste Services (“Agreement”) is entered into this 4th day of February, 2025, by and between the City of Diamond Bar and Valley Vista Services, Inc. “Contractor”, for the Collection, Transportation, Recycling, Processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act. In this Agreement, the City and Contractor may be collectively referred to as the “Parties” and individually referred to as “Party.”

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“Act”) and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdiction to meet the goals and requirements of AB 939; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City Council of the City of Diamond Bar has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the Collection, Transfer and Transportation, Recycling, Processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41780 et seq., has declared a mandatory commercial Recycling program and that it is the policy goal of the state that not less than 75 percent of Solid Waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41781.3 et seq., has declared that as of January 1, 2020, the use of green material as Landfill alternative daily cover will no longer constitute Diversion through Recycling and will instead be considered Disposal in terms of measuring a jurisdiction’s annual 50 percent per capita disposal rate (AB 1594, Chapter 719, Statutes of 2014); and,

WHEREAS, California Public Resources Code Section 42649 et seq., requires a mandatory commercial Organic Waste Diversion program; and,

WHEREAS, the Short-Lived Climate Pollutants Bill of 2016 (SB 1383) establishes regulatory requirements for jurisdictions, generators, haulers, Solid Waste facilities, and other entities to support achievement of state-wide Organic Waste Disposal reduction targets; and

WHEREAS, SB 1383 requires jurisdictions to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to Contractor, acting as the City’s designee, through this Agreement; and,

WHEREAS, the City declares its intention of maintaining reasonable rates and quality service related to the Collection, Transportation, Recycling, Processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the California Department of Resources Recycling and Recovery (“CalRecycle”) promulgated regulations to implement SB 1383 (the “SB 1383 Regulations”) for local jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of statewide Organic Waste Disposal reduction targets; and,

WHEREAS, the current franchise agreement will expire on August 30, 2025; and,

WHEREAS, in response to a Request for Proposals, the Contractor has submitted a proposal to the City and the City selected the Contractor on the competitive advantages of that proposal over other proposals received by the City; and

WHEREAS, City and Contractor (“Parties”) hereto desire to enter said Agreement; and,

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe Collection, Transport and Transportation, Recycling, Processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act (“RCRA”), and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”). City and Contractor desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an “arranger” or a “generator” as those terms are used in CERCLA, and that it is Contractor, not City, who is “arranging for” the Collection from premises in the City, Transport for Disposal, Composting or other Processing, and Recycling of municipal Solid Waste which may contain Hazardous Material; and further to confirm that as a material inducement to City entering into this Agreement, Contractor has agreed to fully indemnify City in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, Transportation and/or Disposal of Hazardous Materials that may occur in connection with Contractor’s performance under this Agreement, and

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Landfill space and potential adverse environmental impacts from Landfill Disposal and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: AB 2176 (Chapter 879, Statutes of 2004), SB 1016 (Chapter 343, Statutes of 2008), AB 341 (Chapter 476, Statutes of 2011), AB 1826 (Chapter 727, Statutes of 2014), and SB 1383 (Chapter 395, Statutes of 2016), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

WHEREAS, the City Council of the City of Diamond Bar hereby desires that Contractor be engaged to provide for both the Collection of Solid Waste within the corporate limits of the City of

Diamond Bar and the Transportation of such Solid Waste to appropriate places for Processing, Recycling, Organics Diversion, and Disposal, and to perform such services on the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor has agreed, as part of this Agreement, acting as an independent contractor to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 49100 et seq.,

WHEREAS, Contractor agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste Collected in City and City is not instructing Contractor how to Collect, Process and Dispose of Solid Waste.

WHEREAS, consistent with provisions of the Act, including Public Resources Code Section 40059, aspects of Solid Waste Services are of local concern, including frequency of collection, means of collection and Transportation, level of services, charges and fees, the nature, location, and extent of providing Solid Waste Services, and whether the services are to be provided by means of a non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license, or otherwise which may be granted by the City under terms and conditions prescribed by the City Council; and

WHEREAS, this Agreement has been developed by and is satisfactory to the City and the Contractor,

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the City and Contractor hereby agree as hereinafter set forth:

ARTICLE 1: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement, the definition of such word or phrase as contained in the Diamond Bar City Code shall control.

1.1 AFFILIATE

“Affiliate” means all businesses, including, without limitation, corporations, limited and general partnerships and sole proprietorships, that are directly or indirectly related to the Contractor by virtue of direct or indirect ownership interest or common management. Such businesses shall be deemed to be “Affiliated with” the Contractor and included within the term “Affiliates” as used herein. An Affiliate includes: (i) a business in which the Contractor has a direct or indirect ownership interest; (ii) a business that has a direct or indirect ownership interest in the Contractor; and/or (iii) a business that is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in the Contractor. For the purposes of this definition, “ownership” means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986 (Title 26, U.S. Code), as in effect on the

effective date, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value that the ownership interest represents, whichever is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Section 14.5

1.2 AGREEMENT

“Agreement” means this Franchise Agreement between the City and Contractor for the Collection, Transportation, Recycling, Processing, and/or Disposal, of Solid Waste, and other services related to meeting the goals and requirements of AB 939, including all exhibits and attachments, and any amendments thereto.

1.3 APPLICABLE LAW

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County of Los Angeles, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, and prevailing wages if applicable. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

1.4 ASSEMBLY BILL 341 (AB 341)

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

1.5 ASSEMBLY BILL 939 (AB 939) (ACT)

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended, supplemented, superseded, or replaced from time to time.

1.6 ASSEMBLY BILL 1826 (AB 1826)

“AB 1826” means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as “AB 1826,” as amended, supplemented, superseded, and replaced from time to time.

1.7 BILLINGS

“Billings” means any and all statements of charges for services rendered in accordance with this Agreement, howsoever made, described or designated by City or Contractor, or made by others for City or Contractor, to Customers in the City.

1.8 BIN

“Bin” means a metal or plastic Container with hinged lid(s) and wheels serviced by a front-end loading Collection vehicle with a Container capacity of less than (10) cubic yards, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as dumpsters.

1.9 BIN SERVICE

“Bin Service” means Solid Waste Collection provided by Contractor to Customers using Bins(s) to accumulate and store their Discarded Materials for collection.

1.10 BLUE CONTAINER

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials.

1.11 BULKY ITEMS

“Bulky Items” means Discarded Materials that cannot and / or would not typically be accommodated within a Cart including specifically: discarded furniture (including chairs, sofas, mattresses, carpet, and other similar items); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as “white goods”); unusually large amounts of yard debris and Green Waste and small pieces of wood limited to one cubic yard of contained material; Electronic Waste (including stereos, televisions, computers and monitors, VCRs, microwaves and other similar items commonly known as “brown goods” and “e-waste”); Bulky Items do not include car bodies, tires, or C&D Debris, or any other items that require more than two (2) Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight (8) feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, Contract Administrator shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

1.12 BUSINESS DAYS

“Business Days” mean days during which the City’s administrative offices are normally open to do business with the public.

1.13 CALRECYCLE

“CalRecycle” means the State of California’s Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB, as well as any successor agency to CalRecycle.

1.14 CART

“Cart” means a heavy plastic receptacle and a rated capacity of at least thirty (30) gallons and not more than one-hundred one (101) gallons, having a hinged, tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Customers for Collection services under this Agreement.

1.15 CITY

“City” means the City of Diamond Bar, California, a municipal corporation, 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 of this Agreement.

1.16 COLLECT, COLLECTED, COLLECTION

"Collect" or "Collection" means to take physical possession, Transport, and remove Discarded Materials within and from City.

1.17 COMMENCEMENT DATE

“Commencement Date” means the date specified in Section 2.4 when the Contractor is to begin providing Solid Waste Services and other related services required by this Agreement.

1.18 COMMERCIAL EDIBLE FOOD GENERATORS

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

1.19 COMMERCIAL PREMISES

“Commercial Premises” means Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Diamond Bar City Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses (as defined in the Diamond Bar Municipal Code) are occurring shall be deemed to be Commercial

Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Hotels, Motels, and Multi-Family Premises with five (5) units or more.

1.20 COMMUNITY COMPOSTING

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

1.21 COMPOST, COMPOSTING

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Agreement, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

1.22 CONTRACT ADMINISTRATOR

“Contract Administrator” means the City Manager, or his or her designee, designated by the City to administer and monitor the provisions of this Agreement.

1.23 CONTRACTOR

“Contractor” means Valley Vista Services, Inc., and its officers, directors, employees, agents, companies, and Subcontractors.

1.24 CONTRACTOR’S PROPOSAL

"Contractor's Proposal" means the proposal submitted by Contractor to City on August 30, 2023 in response to a Request for Proposals dated May 3, 2023. Contractor's Proposal was selected by City based on its competitive advantages over other proposals received, and City specifically relied upon the representations and warranties set forth therein in entering into this Agreement. Contractor's Proposal is attached as Exhibit 6 and incorporated into this Agreement by reference, and Contractor represents and warrants that all representations set forth in such proposal are true and correct.

1.25 CONTRACTOR COMPENSATION

"Contractor Compensation" means the revenue received by the Contractor from Billings, excluding City fees as defined in Article 7 of this Agreement, in return for providing services in accordance with this Agreement and any amendments to this Agreement.

1.26 CONSTRUCTION AND DEMOLITION DEBRIS OR C&D OR C&D DEBRIS

"Construction and Demolition Debris" or "C&D Material," means any combination of inert building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging; roofing material, ceramic tile, carpeting, plastic pipe, and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects. Accepted and prohibited materials are listed in Exhibit 4. Construction and Demolition Debris is also referred to in the Diamond Bar City Code as "Construction/Demolition Waste."

1.27 CONTAINER(S)

"Container(s)" means any and all types of Solid Waste receptacles, including Carts, Bins, dumpsters, debris boxes, Roll-Off Boxes, and Compactors.

1.28 CONTAINER CONTAMINATION

"Container Contamination" means the following: (i) discarded materials placed in the Blue Container that are not Blue Container Waste; (ii) discarded materials placed in the Green Container that are not Green Container Waste; (iii) discarded materials placed in the Gray Container that are Blue Container Waste or Green Container Waste; and, (v) Excluded Waste items placed in any container.

1.29 CUSTOMER(S)

"Customer" means the Person having the care and control of any Premises in the City and to whom Contractor submits its billing invoice and collects payment for Solid Waste Services provided pursuant to the terms of this Agreement.

1.30 DAY

"Day" means calendar day unless otherwise specified in this Agreement.

1.31 DESIGNATED FACILITY(IES)

"Designated Facility(ies)" means any one of or any combination of Disposal, Transfer, or Processing facilities including, C&D Processing Facilities; Landfills; High Diversion Organic Waste Processing Facilities; Organics Waste Processing Facilities, Source Separated Recyclable Materials Processing Facilities; and Transfer Facilities as defined in this Article and listed in Exhibit 3. Any such facility utilized by the Contractor shall be designed and constructed in accordance with Applicable Laws and shall have been issued all permits from federal, state, regional, county and city agencies necessary for it to operate. Contractor shall notify Contract Administrator within One Business Day of any change in Designated Facilities and must submit to the Contract

Administrator an up-to-date Designated Facilities list annually.

1.32 DISCARDED MATERIALS

“Discarded Materials” are a form of Solid Waste and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, Food Waste, Refuse, and C&D once the materials have been placed in Containers for Collection.

1.33 DISPOSAL

“Disposal” or “Disposed” mean the final disposition of any Solid Waste Collected by the Contractor or Residue from Processing activities at a permitted Landfill or other permitted Solid Waste facility.

1.34 DISPOSAL SITE(S)

"Disposal Site(s)" means the Solid Waste facility or Facilities utilized for the ultimate Disposal of Solid Waste Collected by Contractor.

1.35 DIVERT, DIVERSION

“Divert” or “Diversion” means to Divert from Disposal facilities or Transformation facilities (including incineration, pyrolysis, distillation, gasification biological conversion) through source reduction, Reuse, salvage, Recycling, and Composting, as provided in Section 41780 of California Public Resources Code as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to Transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

1.36 DWELLING UNIT

“Dwelling Unit” means any individual living unit in a Residential Premises intended for, or capable of being utilized for, Residential living other than a hotel or motel.

1.37 EDIBLE FOOD

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

1.38 ELECTRONIC WASTE, E-WASTE

“Electronic Waste” or “E-Waste” means discarded electronic equipment and includes, but is not limited to, stereos, televisions, computers and computer monitors, VCRs, cellular phones, fax machines, household copiers, computer printers, other electronic items with electric plugs that are banned from Landfill Disposal, and other similar items commonly known as “brown goods.”

1.39 ENFORCEMENT ACTION

“Enforcement Action” means an action of the City to address non-compliance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

1.40 ENVIRONMENTAL LAW

“Environmental Law” means any federal and state statute, county, local and City ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions or permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of Persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes, emissions, discharges or releases of chemical substances from industrial or Commercial activities, or (iv) regulations of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, Transportation, handling, storage and Disposal.

1.41 EXCLUDED WASTE

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Biohazardous or Biomedical Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe

Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.42 FOOD WASTE

"Food Waste" means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been Source Separated from other Solid Waste, Food Waste is a subset of Organic Materials and excludes Hazardous Waste. Edible Food separated for Food Recovery shall not be considered Food Waste. See Exhibit 4 for accepted and prohibited materials.

1.43 FRANCHISE

"Franchise" means the special right granted by City to operate a public utility for Solid Waste Services within the City.

1.44 FRANCHISE FEE

"Franchise Fee" means the fee paid by Contractor to City for the right to hold the Franchise for Solid Waste Services granted by this Agreement.

1.45 GRAY CONTAINER

"Gray Container" has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste or Mixed Waste.

1.46 GREEN CONTAINER

"Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of Source Separated Green Container Organic Waste.

1.47 GROSS RECEIPTS

"Gross Receipts" means and includes all revenues actually received by Contractor or subsidiaries, parent companies or other Affiliates of Contractor from Billings and compensation in any form arising from, or attributable to, the provision of Solid Waste Services by Contractor to its Customers in the City pursuant to this Agreement, without deducting Disposal fees, City Fees, or any other fees or cost of doing business. Gross Receipts does not include any revenue received by Contractor from the sales of Recyclable Materials.

1.48 HAZARDOUS MATERIAL

"Hazardous Material" is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term "Hazardous Material" includes, without limitation, any

material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901; (xiii) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act 29 U.S.C. Section 5101, et seq.: or (xiv) defined as such or regulated by any “Superfund” or “Super lien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect; (xv) defined as “medical waste” or “biohazardous waste” under applicable Federal or State law, excluding Home Generated Sharps as defined in Section 1.51.

1.49 HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR § 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR § 18815.5I for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR § 17402(a)(11.5); or, as otherwise defined in 14 CCR § 18982(a)(33).

1.50 HOLIDAYS OR DESIGNATED HOLIDAYS

“Holidays” or “Designated Holidays” shall mean New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.51 HOME GENERATED SHARPS

“Home-Generated Sharps” means hypodermic needles, pen needles, syringes, intravenous needles, lancets, and other devices that are used to penetrate the skin for testing or the delivery of medications derived from a household including Residential Dwelling units.

1.52 HOUSEHOLD HAZARDOUS WASTE (HHW)

"Household Hazardous Waste" or “HHW” means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics; flammable, toxic, corrosive, and/or reactive.

1.53 LANDFILL

“Landfill” means a “Solid Waste Landfill” defined by Public Resources Code Section 40195.1

1.54 MATERIALS RECOVERY FACILITY (MRF)

"Materials Recovery Facility" means a permitted Solid Waste facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, Processing or Composting.

1.55 MIXED WASTE PROCESSING

“Mixed Waste Processing” means the separation and sorting of recyclables and other recoverable materials from Refuse at a MRF where commingled loads of Solid Waste are Processed.

1.56 MULTI-FAMILY PREMISES

“Multi-Family Premises” means any Residential Premises of five (5) or more Dwelling Units (not including hotels or motels), irrespective of whether residence therein is transient, temporary or permanent, which receive Collection services from centralized locations. Multi-Family Premises generally receive Solid Waste Services through the use of shared Bins, but may use Carts.

1.57 ORGANIC WASTE OR GREEN CONTAINER WASTE

‘Organic Waste’ or ‘Organics’ means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, Food Waste, Green Material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18882(a)(46); or that is collected in a green container as defined in 14 CCR 18982(a)(29). Biosolids and digestate are as defined by 14 CCR Section 18982(a). The term is used interchangeably with Green Container Waste.

1.58 ORGANICS MATERIAL PROCESSING FACILITY

“Organic Materials Processing Facility” means a permitted Facility where Organic Material is

sorted, mulched, or separated for the purposes of Recycling, reuse or composting.

1.59 PERSON

“Person” means any individual, firm, limited liability company, partnership, public or private corporation, business trust, joint venture, organization, organization, the United States, the State of California, the County of Los Angeles, or any political subdivision, government agency, municipality, and special purpose districts.

1.60 PREMISES

“Premises” means any parcel of land, building and/or structure or portion thereof, in the City where Solid Waste is produced, generated or accumulated.

1.61 PROCESS, PROCESSED, OR PROCESSING

“Process”, “Processed” or “Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

1.62 RATE YEAR

"Rate Year" means the period July 1 to June 30, for each year during the Term of this Agreement.

1.63 RECYCLABLES OR BLUE CONTAINER WASTE

‘Recyclable Materials’ or ‘Recyclables’ means non-putrescible and non-hazardous recyclable wastes, including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43); or that is collected in a blue container as defined in 14 CCR 18982(a)(5). The term is used interchangeably with Blue Container Waste or materials. See Exhibit 4 for accepted and prohibited materials. The City and Contractor agree to meet from time to time as needed, and in good faith consider modifications to the list in Exhibit 4 of acceptable Recyclable Material to address developments in processing technologies, emerging uses for various types of materials, changes in available markets, or other relevant issues.

1.64 RECYCLE, RECYCLING

“Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, Processing and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

1.65 REFUSE OR GRAY CONTAINER WASTE

"Refuse" means discarded waste or garbage that may contain nonorganic material, or processed industrial materials or that is collected in a gray container as defined in 14 CCR 18982 (a)(28). The term is used interchangeably with Gray Container Waste. "Refuse" does not include sewage, Construction and Demolition Debris, Recyclable Materials, and/or Organic Materials placed in source-separated Containers for Collection.

1.66 RENEWABLE NATURAL GAS OR RNG

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from Landfill Disposal and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

1.67 RESIDENTIAL

"Residential" refers to services performed at and for Residential Premises, which include both single-family and Multi-Family Premises.

1.68 RESIDUAL OR RESIDUE

"Residual" or "Residue" means the Solid Waste destined for Disposal, further Transfer/Processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

1.69 ROLL-OFF BOX

"Roll-Off Box" means an open or closed-top metal Container, roll-top Container, or closed compactor Container serviced by a roll-off truck and with a Container capacity of 10 cubic yards or more. Roll-Off Boxes are also known as drop boxes or debris boxes.

1.70 SINGLE-FAMILY, SINGLE-FAMILY DWELLING

"Single-Family," or "Single-Family Dwelling," means, for purposes of this Agreement, notwithstanding any contrary definition in the Diamond Bar City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection Service feasibly can be provided to such Premises as an independent unit, and the owner or occupant of such independent unit is billed directly for the Collection Service. "Single-Family," or "Single-Family Dwelling," includes Residential units of a duplex, tri-plex, or four-plex Residential structure.

1.71 SENATE BILL 1383 (SB 1393)

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (Chapter 395, Statutes of 2016), as it may be amended, supplemented, superseded, or replaced from time to time.

1.72 SOLID WASTE

"Solid Waste" means all Solid Wastes generated by Residential, Commercial, and industrial sources, including Refuse, Recyclable Materials and Organic Materials, and all Solid Waste generated at construction and demolition sites, which are Collected and Transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Material, any waste which is not permitted to be Disposed of at a Class III Landfill and which fall within the definition of "Nonhazardous Solid Waste" set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed "Solid Waste" consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially Recyclables, in either of the following instances: (a) the material is mixed or commingled with other types of Solid Waste such that more than 65% of the material consists of Solid Waste rather than Recyclables, or (b) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any Person or combination of Persons in exchange for Collection, removal, Transportation, storage, Processing, handling, consulting, Container rental or Disposal services ("fee for service" Recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

1.73 SOLID WASTE SERVICES

"Solid Waste Services" means the Collection, Transfer, Transport, Recycling, Processing, and Disposal of Solid Waste.

1.74 SOURCE SEPARATED

"Source Separated" means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

1.75 STATE

"State" means the State of California.

1.76 TRANSFER STATION

“Transfer Station” means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for Transport to Landfills and other destinations. Transfer Stations may or may not also include MRFs transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to Landfills and Recyclable Materials, including Organic Materials and/or Construction and Demolition Debris, to processors, brokers, or end-users.

1.77 TRANSPORT OR TRANSPORTATION

“Transport” or “Transportation” means the act of conveying Collected materials from one location to another.

1.78 TRANSFORMATION

“Transformation” means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. “Transformation” does not include composting.

1.79 UNIVERSAL WASTE OR U-WASTE

“Universal Waste” or “u-waste” means any of the following waste that are conditionally exempt from classification as hazardous wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), § 66261.9: (i) batteries as described in 22 CCR § 66273.2; (ii) thermostats as described in 22 CCR § 66273.4; (iii) lamps as described in 22 CCR § 66273.5; and (iv) cathode tube materials as described in 22 CCR § 66273.6; (v) Electronic Waste or E-waste as defined in Section 1.40.

1.80 WORK DAY(S)

“Work Days” or “Working Days” means days on which the CONTRACTOR is required to provide regularly scheduled Collection services under this Agreement.

1.81 WASTE GENERATOR

“Waste Generator” means any Person as defined by the Public Resources Code, whose act or process produced Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

1.82 YARD WASTE OR GREEN WASTE

“Yard Waste” or “Green Waste” means leaves, grass clippings, brush, branches, and other forms of Organics Materials generated from landscapes or gardens, which have been Source-Separated from other Solid Waste. Yard Waste is a subset of Organics Materials and excludes Hazardous Materials. See Exhibit 4 for accepted and prohibited materials.

ARTICLE 2: GRANT AND ACCEPTANCE OF FRANCHISE

2.1 GRANT AND ACCEPTANCE OF FRANCHISE, INDEMNITY OF AWARD

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.9 hereof) and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Contractor, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Services as defined in this Agreement to all Single-Family Premises within the boundaries of the City (the “Franchise”).

Contractor agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. To the maximum extent permitted by law, Contractor shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement, including but not limited to any action brought by referendum or under Proposition 218 (Calif. Const. Art. XIID) to challenge the City’s entry into this Agreement or the setting of Solid Waste rates as set forth in this Agreement. The City shall promptly notify Contractor of any such claim, action, or proceeding. The City and Contractor shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Contractor’s obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel. Contractor hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

2.2 EXCLUSIVE NATURE OF FRANCHISE

During the term of this Agreement, except as otherwise provided in Section 2.9 below, or as may otherwise be provided by federal or state law, the rights granted to the Contractor under this Agreement shall be exclusive to the Contractor. The City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by the Contractor.

To the extent permitted under state or federal law, the City shall protect the Contractor’s exclusive rights by proper ordinances, and may take action to enforce those ordinances upon request and at the City’s sole and absolute discretion. Should the City take administrative, law enforcement, or other legal action against any Person that infringes on the Contractor’s exclusive rights, the Contractor shall reimburse the City for its reasonable administrative, law enforcement, or other legal costs related to any such action. To the extent permitted under state or federal law, nothing herein shall preclude Contractor from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

2.3 EFFECTIVE DATE

The Effective Date of this Agreement shall be thirty (30) days after the date which the City Council approves this Agreement.

2.4 TERM OF AGREEMENT

The term of this Agreement shall be ten (10) years, commencing September 1, 2025, and terminating on August 31, 2035, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of Contractor to perform any material term, covenant, obligation, or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.5 CITY'S OPTION TO EXTEND TERM

City shall have the sole option to extend the Term for up to twenty-four (24) months following expiration of the Term under Section 2.4. The City may, upon at least ninety days (90-days) advance written notice to the Contractor prior to the expiration of the Term, exercise this extension option. If City provides this extension notice, this Agreement will automatically renew up to a maximum of twenty-four (24) months. This extension period shall terminate, upon the earlier of: (i) the expiration of the aforementioned twenty- four (24) months, or (ii) ninety (90) days following the date upon which City gives Contractor written notice of final termination.

2.6 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the effective date:

- A. Contractor is validly existing as a corporation under the laws of the State of California.
- B. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
- C. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into

by Contractor in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Contractor.

- D. Contractor has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
- E. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.
- F. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the effective date of this Agreement. Note that inaccuracies in Contractor's Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, are grounds for termination of this Agreement.
- G. Contractor's representative, as it shall be designated pursuant to Section 14.14 shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Contractor unless the actions taken are not within the scope of this Agreement.

2.7 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City.

- A. Accuracy of Representations. Representations and warranties made by Contractor throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.
- B. Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
- C. Furnishing of Insurance, Bond, and Letter of Credit. Contractor shall have furnished evidence of the insurance, bonds, deposit and letter of credit as required by Article 11, and shall comply with all ongoing requirements relating thereto.
- D. Effectiveness of City Council Action. City's Resolution approving this Agreement shall have become effective pursuant to California law.

2.8 DELEGATION OF AUTHORITY

The administration of this Agreement by City shall be under the supervision and direction of the City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the Contract Administrator, or his or her designee.

2.9 LIMITATIONS TO THE SCOPE

Notwithstanding any provision to the contrary contained in this Agreement, the exclusive franchise, right and privilege to provide Solid Waste Services at Single-Family Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor and which may be subject of other permits, licenses, franchises or agreements issued or entered by City:

- A. Solid Waste Services at Commercial Premises and Multi-Family Premises as defined in this agreement.
- B. The sale or donation of Recyclable Materials or Organics Materials by the Generator to any person or entity other than Contractor ; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, Transport, Transfer, or Processing of Recyclable Materials or Organics Materials, the fact that the Generator receives a reduction of discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation and shall not be exempt.
- C. Solid Waste that is removed from any Premises by the Generator, by means of "self-hauling" (as described in the Diamond Bar City Code), and Transported personally by such Generator (or by his or her full-time employees, but not a subcontractor) to a Processing or Disposal Facility in a manner consistent with all applicable laws and regulations.
- D. Yard Waste removed from the Premises by a gardening, landscaping, or tree trimming contractor, utilizing its own equipment, as an incidental part of a total service offered by that contractor rather than as a hauling service.
- E. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of animal waste remains from slaughterhouse or butcher shops for use as tallow.
- F. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of by-products of sewage treatment, including sludge ash, grit and screenings.
- G. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Hazardous Substances, Hazardous Waste, and radioactive waste regardless of its source.
- H. Construction and Demolition Debris which is removed by a duly licensed construction or demolition company or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment in compliance with Construction and Demolition Debris requirements of the Diamond Bar City Code.
- I. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Solid Waste by the City through City officers or employees in the normal course of their employment.

- J. Solid Waste Services for governmental agencies, other than the City, which may have facilities in the City, but over which the City has no jurisdiction in connection with the regulation of Solid Waste.
- K. Solid Waste Services for Solid Waste originating outside the City from hauling such Solid Waste over City streets, provided such collectors comply with any governing laws and/or ordinances.
- L. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act (California Public Resources Code, Section 14500, et seq.).
- M. Edible Food which is collected from a Generator by other person(s), such as a person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery, or which is Transported by the Generator to another person(s), such as a person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other person(s) to collect or receive the Edible Food from the Generator.
- N. Food Scraps that are separated by the Generator and used by the Generator or distributed to other person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.
- O. Contractor's right to Collect and/or Dispose of Solid Waste shall not be exclusive in the event of failure to Collect under Article 12 of this Agreement during which Contractor fails to maintain substantially complete regular Collection services pursuant to this Agreement and the Collection schedules then in effect, for any reason, including a strike by Contractor's employees or similar labor dispute. The City may provide for Collection and/or Disposal services from persons other than Contractor during such periods, including Contractor's Bin and/or Roll-Off Box Service Customers.

Contractor acknowledges and agrees that City may permit other Persons besides Contractor to Collect any or all types of the Solid Waste listed in this Section 2.9 as exempt from Contractor's Franchise, including Recyclable Materials, without seeking or obtaining approval of Contractor under this Agreement. This grant to Contractor of an exclusive Franchise, right and privilege to Collect, Transport, or Process and Dispose of Solid Waste shall be interpreted to be consistent with all Applicable Laws, now and during the term of the Franchise, and the scope of this exclusive Franchise shall be limited by current and developing Applicable Laws with regard to Solid Waste handling, exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of City to lawfully provide for the scope of Franchise services as specifically set forth herein, Contractor agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that City shall not be responsible for any lost profits claimed by Contractor to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.10 CITY'S RIGHT TO DIRECT CHANGES

2.10.1 GENERAL

City may direct Contractor to perform additional services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Generators and/or Contractor are included among the kinds of changes which City may direct. Contractor acknowledges that State law may increase the Diversion requirement during the term of this Agreement and Contractor agrees to propose services to meet such Diversion requirements.

Contractor shall be entitled to an adjustment in its Contractor Compensation for providing such additional or modified services, if Contractor demonstrates that its cost of service would increase, as set forth in Sections 2.10.2 and 2.10.3. City may utilize cost components included in the Contractor's Proposal in calculating equitable rate adjustments.

2.10.2 NEW DIVERSION PROGRAMS

Contractor shall present, within sixty (60) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, staffing, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).
- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.
- Type(s) of material to be Collected.
- Provision for program publicity/education/marketing.
- Projection of the annual financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- Any other information reasonably requested by the Contract Administrator.

2.10.3 CITY'S RIGHT TO ACQUIRE SERVICES

At any time during the Term of this Agreement, City may permit other Persons besides Contractor to provide additional Solid Waste Services not otherwise contemplated under this Agreement. If pursuant to Sections 2.10.1 and 2.10.2, Contractor and City cannot agree on terms and conditions of such services within ninety (90) days from the date when City first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that City may permit

Persons other than Contractor to provide such services, which shall be considered exempt from the exclusivity provisions of Section 2.9.

2.11 OWNERSHIP OF SOLID WASTE AND CITY'S RIGHT TO DIRECT SOLID WASTE

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Waste Generator to Contractor by operation of this Agreement. Subject to Contractor's objective to meet the Source Reduction and Recycling goals which apply to City and City's right to direct Contractor to Process and Dispose of Solid Waste at a particular licensed Solid Waste facility or to Dispose of Solid Waste at a particular licensed Disposal Site, if and only if City exercises such right by providing specific written direction to Contractor, Contractor is hereby granted the right to retain, Recycle, Process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor; this does not impact Contractor's right to retain Recyclable Materials revenue under Section 5.3. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste which it Collects. Solid Waste which is delivered to a Disposal Site or sites (whether Landfill, Transformation Facility, Transfer Station, Organic Materials Processing Facility or Material Recovery Facility) shall become the property of the Owner or operator of the Disposal Site(s) once deposited there by Contractor. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Contractor.

City has the option to provide written direction to the Contractor specifying a Facility for handling, Processing, and Disposal of Solid Waste. If City directs Contractor to a Facility other than a Designated Facility as listed in Exhibit 3 of this Agreement, or otherwise requested by Contractor, and in doing so it adversely affects the ability of the Contractor to meet either or both of the requirements of Section 11.1.3 and Section 5.2, then in this event the City and Contractor shall meet and confer and mutually agree on revised obligations for Sections 11.1.3 and 5.2. The foregoing notwithstanding, in the event City directs Contractor to a Facility other than a Facility listed in this Agreement or otherwise requested by Contractor, then Contractor shall be entitled to a rate adjustment based upon any increase or decrease in costs associated with handling, Processing, Disposal and Transportation.

2.12 CONTRACTOR'S CORPORATE STATUS

Contractor represents and warrants that it is duly organized, validly existing and in good standing under Applicable Laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.13 CONTRACTOR CORPORATE AUTHORIZATION

Contractor represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Contractor (or the

shareholders, if necessary) have taken all actions required by Applicable Law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Contractor have authority to do so and authority to bind Contractor hereunder.

2.14 ANNEXATIONS

This Agreement extends to any territory annexed to the City during the term of this Agreement except to the extent that Collection by Contractor within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Contractor to fulfill any requirement necessary for Contractor to serve the annexed area consistent with this paragraph.

2.15 PERMITS AND LICENSES

Contractor shall acquire and maintain all necessary permits and licenses for the Collecting, Transporting, Recycling, Processing, Disposing, and storing of Solid Waste as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Section 13.3. Contractor must follow requirements of the Diamond Bar City Code, including, but not limited to, obtaining a City of Diamond Bar business license.

ARTICLE 3: SCOPE OF COLLECTION SERVICES

3.1 SERVICES TO BE PROVIDED – GENERAL

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not, unless excused in accordance with Article 13.8.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that Customers within City are provided reliable, courteous and high-quality Solid Waste Services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

3.2 SINGLE-FAMILY DWELLING COLLECTION SERVICE

Contractor shall provide a three-Container Collection program for the separate Collection of Refuse, Source Separated Recyclable Materials, and Source-Separated Organic Waste using Containers that comply with the requirements of Section 4.3. Contractor shall provide a program sufficient to enable City and Customers to meet or exceed the requirements of SB 1383 Regulations as of the start of Collection services under this Agreement. Single-Family Dwelling includes multi-family dwellings of four or less units. Recyclable Materials and Organic Waste acceptable for collection are listed in Exhibit 4.

Collection frequency shall be not less than once per week from Carts placed at a suitable location, which is typically on the curb, but may be in the street against the curb or in an alley. If a Customer and Contractor cannot agree upon the designated collection location, City shall make the final determination of the designated collection location.

Recycling Carts and Organics Carts shall be collected on the same day as Refuse Carts.

3.2.1 CONTAINER SIZES

Contractor shall provide at minimum one 65-Gallon Cart for Refuse, one 65-Gallon Cart for Recyclables, one 65-Gallon Cart for Organics, and, at the customer's request, one 3-gallon lidded pail for food scraps. At Customers request, Contractor shall provide as a substitute 35 or 96-gallon Carts for Refuse Collection and / or 96-gallon for Recyclables or Organics Collection. The rate for the Collection of all three Carts shall be based on the size of the Refuse Cart. Customers may request and Contractor shall provide a second Recyclables and or Organics Cart at no additional charge. Additional Carts beyond one (1) for Refuse, two (2) for Recycling, and two (2) for Organics Collection may be requested at an additional monthly fee.

For Single-Family Premises that may require it, Contractor shall offer 1.5, 2, and 3 cubic yard Bins for the Collection of Refuse.

The rate for the collection of Refuse using Bins shall include the provision of Carts and Collection of Recyclables and Organics up to the sizes and quantities that correspond to the number of Dwellings in the Premises and Consistent with Premises using Carts for the Collection of Refuse. For example, a Single-Family Premises with three Dwelling Units that subscribes to Refuse Collection using a Bin shall be entitled to up to six 64-Gallon Carts, or equivalent, for Recycling Collection, and up to six 64-Gallon Carts, or equivalent, for Organics Collection, at no additional charge.

3.2.2 CONTAINER COLOR

Carts and Bins shall comply with CalRecycle color and labeling requirements under SB 1383 Regulations. Contractor shall provide blue Containers for the Collection of Recyclable Materials, green Containers for the Collection of Organic Waste and gray or black Containers for the Collection of Refuse. Alternatively, Contractor may provide Containers with blue, green, and gray or black lids to meet the Container color requirement.

3.2.3 REFUSE CART OVERAGE

Residential Customers using Carts are entitled to two annual pickups per calendar year and an end-of-year pickup of material that does not fit in the Refuse Cart(s) at no additional cost, as provided in this Section 3.2.3. A pickup shall consist of up to the equivalent of three (3) large bags, boxes or barrels of Refuse and placement of more than that amount at any one time shall constitute two pickups. In addition to the two (2) free pickups, Contractor shall Collect all additional Refuse placed out for Collection in the Customer's own Containers (bags, boxes, barrels, etc.) at no additional charge for two weeks beginning each December 26. This service is limited to Refuse that could otherwise be placed in the Refuse Cart, and not Bulky Items which are Collected in accordance with Section 1.12 and 3.6. Contractor shall Collect, and Customers may be charged an extra fee per pickup (in accordance with the approved rate schedule for overage pickups) of, all Refuse put out for Collection that does not fit in the Refuse Cart(s) above and beyond the free pickups described above. Customer shall be instructed to call in both free and additional overages. However, if not called in, Contractor shall Collect and record pickup per Section 4.1.6.

3.2.4 BACKYARD SERVICE

Backyard service means the Contractor removes all Collection Carts, Green Waste bundles and Refuse Cart Overages per Section 3.2.3 from a Cart Customer's designated Collection location other than curbside, such as backyard, side yard, or drive, for Collection, and returns Carts and other containers when Collection is complete. Contractor may charge customers requesting backyard service in accordance with the approved rate schedule, unless the Customer falls under the exception described in Section 3.2.5 below.

3.2.5 BACKYARD SERVICE FOR DISABLED PEOPLE

Contractor shall provide disabled Customers with backyard service at no additional charge. Contractor will remove Refuse, Recyclable and Organic Waste Containers, Green Waste bundles and Refuse Cart Overages per Section 3.2.3 from Customer's storage area, place them out for Collection, and return Containers to Customer's storage area after Collection, ensuring that all doors or gates are closed securely. In order to qualify as disabled under this section, Customers must have been issued handicap placard from the Department of Motor Vehicles or otherwise obtain approval to receive such service from the City, following a verification site visit by Contractor's route supervisor. Additionally, walk-out service need not be provided if an able-bodied adult resides with the disabled Customer.

3.2.6 DOOR-TO-DOOR HHW COLLECTION

Contractor shall provide Residential Customers with door-to-door call-in HHW Collection service. Each Residential Dwelling Unit shall be entitled to two door-to-door Residential HHW pickups per calendar year at no additional charge. Items to be Collected include, at a minimum: Syringes and other Home Generated Sharps; paint and paint products including but not limited to thinners, glues, caulking, stains, wood preservatives and strippers; Universal Waste, household cleaners;

automotive wastes; swimming pool chemicals; garden chemicals; fluorescent tubes; thermometers; and household batteries; and Electronic Waste.

Contractor may direct Residential Customers to use the Bulky Item pickup option for televisions, computers and other HHW that may safely and legally be Collected as Bulky Items as described in Section 3.6.

3.2.7 ANNUAL HOUSEHOLD HAZARDOUS WASTE EVENT

Contractor will assist the City in increasing awareness of Household Hazardous Waste events by promoting the Los Angeles County Household Hazardous Waste collections held in Diamond Bar. Promotional activities will include: posting on Contractor's website, inclusion in the Annual Brochures/ Mailings mailed to each Residential Customer, billing inserts, social media targeted outreach, and press releases to local news outlets.

3.2.8 CURBSIDE USED OIL AND OIL FILTER COLLECTION

Contractor shall Collect used oil placed curbside beside Refuse Collection Cart by Customers on the regular Collection day at no additional charge. Contractor shall educate Customers to place used oil in clean containers and used oil filters in clean zip -lock bags.

3.2.9 HOME GENERATED SHARPS MAIL BACK PROGRAM

Contractor will implement a program for Collection and safe processing of Home Generated Sharps generated by its Residential Customers, through a mail-based program and/or a drop-off program. Residential Customers requesting this service may apply to Contractor to participate in this program, and Sharps containers will be delivered directly to them at no cost to the Customer or City. Through a drop-off program, Contractor will make arrangements with pharmacies and/ or other locations throughout the City for Residential Customers to drop-off Sharps at no cost to the Customer or City.

3.2.10 MEDICATION TAKEBACK PROGRAM

Contractor will assist the City in increasing awareness of medication takeback programs provided by the Los Angeles County Sheriff's station and any third-party events held in Diamond Bar. Promotional activities will include: posting on Contractor's website, inclusion in the Annual Brochures/ Mailings mailed to each Residential Customer, billing inserts, social media targeted outreach, and press releases to local news outlets.

3.2.11 FREecycle.COM

Contractor will publicize to Residential Customers its free materials exchange/ gifting program, known as FreeCycle.org, and shall promote FreeCycle.org on Contractor's website, and the Annual Brochure/Mailings described in Section 6.3.1.D.

3.2.12 ANNUAL HOLIDAY TREE COLLECTION

Contractor shall provide holiday tree Collection from December 26 through the second Sunday in January. During this period, all holiday trees placed out for Collection by Residential Customers shall be Collected by Contractor. After this period, trees will be Collected as Bulky Items under Section 3.6. Trees up to seven (7) feet in length will be Collected and Diverted without Customers needing to cut them. Contractor may request that Customers with larger trees cut the trees to pieces no longer than seven (7) feet. Contractor will Divert all holiday trees from Landfill Disposal.

3.2.13 MULCH AND COMPOST GIVEAWAY

Contractor shall provide for free giveaway to the community 40 yards of compost and 40 yards of mulch at each of two community events to be identified by the City per year.

3.2.14 CONTAMINATION WARNING NOTICES

Contractor is responsible for visually inspecting Containers (and may use on-board digital image technology) for prohibited Container Contamination. Additionally, Contractor shall perform contamination monitoring, and inspections in compliance with the CalRecycle requirements under SB 1383 Regulations.

Containers shall be considered contaminated if it contains more than ten percent (10%) of prohibited Container Contamination.

Contractor shall warn Customers who have Container Contamination as required by CalRecycle under SB 1383 Regulations.

A. 1st and 2nd instance: Contractor shall take photograph(s) of Container content, Collect the material from the Container, provide a courtesy notice that explains why the material Collected was non-conforming, and notify the City. The written notice shall also explain the policy for non-conforming materials, recommend corrective action, explain the consequences for repeated instances, provide a list of acceptable and non-acceptable materials in each Container, how to contact Contractor, and any other information required by CalRecycle.

B. 3rd and subsequent instances: In addition to the requirements under the 1st and 2nd instance, Contractor shall have the option of requesting that the City authorize assessment of a Residential Curbside Service Unit Contamination Fee included in the approved rate schedule.

Contractor shall have the option of assessing a Contamination Fee included in the approved rate schedule, or Contractor may refuse to collect Contaminated Containers upon written notification of Customer indicating the reason for non-Collection, and options for corrective action. A copy of such notice shall be delivered to the City via email upon request by the Executive Director or designee. Each written notice and photograph shall be available to the City upon request. If the Customer has changed, and the account is new, with different occupants, the written notification shall be considered the initial instance.

3.3 RESERVED

3.4 ROLL-OFF BOX SERVICE

Contractor shall provide temporary Roll-Off Box Collection service upon request. When accepting an order for Roll-Off Box service, it shall be Contractor's duty to assist Customer with arranging service that maximizes the Diversion of Solid Waste from Landfill Disposal.

Contractor must deliver a temporary Roll-Off Box to a Customer within forty-eight hours of request (excluding Saturday, Sunday, and Designated Holidays). Contractor shall confirm that Customer has obtained an encroachment permit from the City prior to Contractor placing a Container in the public right-of-way.

The provision, sale, or lease of compactor Roll-Off Boxes, which are enclosed Containers attached to a compaction device, is not included in this Agreement. Providing service to such compactor Roll-Off Boxes is included.

Rates shall be charged at a set rate for the service component (per pull) plus the per-ton charge (dump) based on actual tonnage Collected. Contractor may charge a fee in the event a scheduled Roll-Off Box Collection is impeded from Collection due to Container being blocked or otherwise unable to be Collected and Contractor must return for Collection. There will be no charges other than the specific charges identified in the approved rate schedule.

Roll-Off Boxes shall comply with SB 1383 Regulations color and labeling requirements.

3.5 TEMPORARY BIN SERVICE

Contractor shall provide temporary Bin Service to Customers upon request. Contractor must deliver a temporary Bin to a Customer within forty-eight (48) hours of request (excluding Saturday, Sunday, and Designated Holidays). Contractor shall confirm that Customer has obtained an encroachment permit from the City prior to Contractor placing a Container in the public right-of-way. There will be no charges other than the specific charges identified in the approved rate schedule.

3.6 ON-CALL BULKY ITEM PICKUP

Contractor shall provide Bulky Item pickup service to all Residential Customers. Each Residential Dwelling Unit shall be entitled to four Bulky Item pickups per calendar year at no additional charge.

Customers may put out up to four (4) Bulky Items at each pickup. Contractor may instruct Customers to provide Contractor with a minimum of one business days' notice for the items, which shall be Collected on the Customer's regular Collection day. Contractor shall Collect all Bulky Items as defined in Section 1.11 including items referred to as Electronic Waste or "E-waste."

The following provisions shall apply to this program:

1. No single item that cannot be handled by two workers will be accepted.
2. The following items will not be picked up: Hazardous Substances, Hazardous Waste, including waste oil or anti-freeze, with the exception of Bulky Items per Section 1.11 (including without limitation, Universal Wastes such as fluorescent bulbs, household batteries, and televisions, monitors and other items commonly referred to as “e-waste” that will be Collected by and Disposed of by Contractor in accordance with this section as well as Sections 3.6 and 5.2.5.)
3. Contractor shall record by class and weight (in tons) the Solid Waste Collected from Bulky Item pickups. Contractor shall record the kinds and weights (in tons) of this Solid Waste that is Diverted from Landfill Disposal through Recycling, reuse, Transformation, or other means of Diversion. Contractor shall include this information in its monthly reporting per Section 8.3.1. Residential Customers that exceed the number of free pickups may receive Bulky Item Collection under the same terms for a fee, in accordance with the approved rate schedule.

3.7 CITY SERVICES

3.7.1 RESERVED

3.7.2 CITY-SPONSORED EVENTS

Contractor shall provide Solid Waste Collection and Disposal/Processing service for City-sponsored events at no additional charge to City or Ratepayers. This shall include providing Refuse Containers (Carts, Bins, Roll-off Boxes, and cardboard waste boxes with liners) to Collect and Dispose of, or Process, all Solid Waste. Contractor shall provide Containers for the Collection of Recyclables and Organics. It is the City's intent to alternate events assigned to Contractor with those events it assigns to the City's Commercial franchisee; however, City does not guarantee that events will be evenly distributed based upon either level of effort or number of events. The list of City-sponsored events may change over time and include, but are not limited to:

- Concerts in the Park
- City Birthday Celebration
- Fourth of July
- Fall Fun Festival
- Winter Snow Festival
- Arbor Day
- Easter Egg Hunt
- Earth Day
- America Recycles Day

3.7.3 EMERGENCY COLLECTION AND DISPOSAL SERVICE

Contractor will assist City at the City's request with emergency Collection and Disposal service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, or as otherwise determined necessary by the City, by providing Collection equipment and drivers normally assigned to City. Contractor may charge City for actual Disposal costs plus service rates per the approved rate schedule.

3.7.4 ABANDONED ITEM COLLECTION FROM CITY RIGHT-OF-WAY PUBLIC PROPERTY

Contractor will Collect and Dispose of, at no additional charge to City or Ratepayers, within one Business Day of notification from City, all items left in the City's right-of-way, such as sidewalks, alleys, streets, and parkways within the routes/areas served by Contractor. Contractor will not be required to Collect Hazardous Waste (with the exclusion of Electronic Waste and Universal Wastes as provided in this Agreement), liquid wastes, or automobile parts that are individually too large for Collection by two people, but will be required to Collect any items defined as Bulky Items per Section 1.11. Contractor will properly Divert from Landfilling or Dispose of such items in accordance with Sections 5.2.3.

3.7.5 COMMUNITY DEVELOPMENT REVIEW SERVICES

Upon City request and at no additional charge, Contractor will review building permit applicants' plans and advise regarding adequacy of Container storage space and access, particularly to accommodate Recycling containers.

3.7.6 LARGE VENUE EVENT ASSISTANCE

Contractor will assist planners of large venue events at no additional charge with reporting and planning needs as may be useful in meeting the requirements of AB 2176, found at California Public Resources Code 42648, et seq. and Contractor shall provide Recycling services upon request to special event planners.

3.7.7 CONFISCATION OF UNAUTHORIZED CONTAINERS

- 1) City authorizes Contractor to confiscate illegal Collection Containers located within the City's public rights-of-way subject to the noticing requirements of Diamond Bar City Code Section 8.16.870. Upon notification from City, or Contractor's locating of an illegally placed Container, Contractor shall begin the following procedure within 24 hours:
- 2) Contractor shall first place a notice on Container, directing the illegal hauler or its Customer to remove the Container within 24-hours of notice, citing Section 8.16.870 of the Diamond Bar City Code, indicating where the Container may be retrieved, impound and storage costs, and warning that, should the Container not be removed by the hauler that Container may be removed without warning. If the company can be identified and its address ascertained, Contractor shall mail the warning as well.
- 3) Notify City of the notice and request authorization to impound the Container.

- 4) With written City approval, impound the Container if it has not yet been removed by the illegal hauler.
- 5) For subsequent violations by the same company after the initial notice has been posted, and after Contractor has mailed a warning to the company, Contractor may request written approval from City to remove company's Containers immediately, mailing a notice if address is known as to where the Container may be retrieved and impound and storage costs. If address is unknown, Contractor shall place the notice as close as feasible to where the Container was located.

Written approval from City under this section will include, but is not limited to, approval sent by e-mail or facsimile.

3.7.8 PROVISION OF STORAGE CONTAINERS

Contractor will provide the City with eleven 40-cubic-yard portable storage containers to be used for storage at City facilities and schools for the duration of the Agreement, and will maintain them in a condition satisfactory to the City. Contractor may transfer ownership of these storage containers to City, provided Contractor will remove and Dispose of these containers when requested to by City.

ARTICLE 4: REQUIREMENTS FOR OPERATIONS, EQUIPMENT, AND PERSONNEL

4.1 OPERATIONS

4.1.1 SCHEDULES

To preserve peace and quiet, Contractor shall provide Collection services from Residential areas only between 6:30 A.M. and 6:30 P.M. Monday through Friday, with Saturday Collection permitted during weeks with a Designated Holiday. Contractor may not make exceptions to these Collection days and times without advance written approval from the City. If the regularly scheduled Collection day falls on a Designated Holiday, Collection days for the remainder of that week shall all be postponed one Collection day.

Contractor shall review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City upon thirty (30) days written notice requesting said review. Contractor shall submit a copy of its schedule and route map within seven (7) Business Days if requested by City. If the plan is determined to be inadequate by City, Contractor shall revise it incorporating any changes reasonably necessary to make it satisfactory to City within thirty (30) days. Changes to schedules and routing shall not be implemented without City approval and not until at least fifteen (15) Business Days following notification to Customers. The City may restrict the timing and frequency of any route changes

based upon the City of Diamond Bar Diamond Bar City Code or any other applicable law or requirement.

4.1.2 MISSED PICKUPS

When notified of a missed pickup (which was not justified under the provisions of this Agreement) prior to 12: 00 p.m., Contractor shall Collect the Refuse, Recyclables, and/ or Organics that was not Collected the same day. If notified after 12: 00 p.m., Collection must take place no later than the next Business Day. If Contractor determined that the missed pickup was justified under this Agreement, Contractor will notify Customer as to the reason within this same time period.

4.1.3 HOLIDAY COLLECTION SCHEDULE

Contractor shall not be required to provide Collection services or maintain non-emergency office hours on the Designated Holidays. If the regularly scheduled Collection day falls on a Designated Holiday, Collection days for the remainder of that week shall all be postponed one Collection day and Residential Collection is permitted on Saturday during the make-up week. Only the City may change the holiday collection schedule.

4.1.4 CHANGE IN COLLECTION SCHEDULE

Contractor shall notify City forty-five (45) days prior to, and Customers not later than thirty (30) days prior to, any change in Collection operations which results in a change in the day on which Solid Waste Collection occurs. Contractor will not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change. City's approval of any change in Collection is required prior to such change, and such approval will not be withheld unreasonably.

Any changes in the route map or Collection schedule shall require the prior approval of the City. City may require reasonable changes to the route map or Collection schedule, to improve service, to resolve complaints or for other reasons. Prior to the change of a route schedule, Contractor shall provide written notice of the change to affected Customers ninety (90) days in advance.

Contractor shall coordinate with the Contract Administrator to ensure that Solid Waste Collection is compatible with the City's street sweeping operations. Contractor will be required to complete their designated routes each day so as not to interfere with the City's street sweeping operations.

4.1.5 DEDICATED ROUTES

Solid Waste Collected in the City shall not be commingled in Collection vehicles with Solid Waste from other jurisdictions. All routes approved under this Agreement shall be dedicated exclusively to Solid Waste Collected in the City of Diamond Bar.

4.1.6 OVERFLOWING CONTAINERS

Customers that regularly produce more Refuse than their current level of service can accommodate may have their service level increased in accordance with the following procedure:

First Incident in Six Month Period: If more material is placed for Collection than fits in a Cart (unless Collection of the overage has been properly arranged under Section 3.2.3), Contractor shall photograph the overflowing Cart, Collect the Solid Waste, and send to the Customer (at both the service and billing addresses) the picture and a letter instructing that further instances of an overflowing Cart may result in a charge, and possibly in an increase in the level of service.

Second Incident in Six Month Period: Upon the second event of an overfilled Cart (unless Collection of the overage has been properly arranged under Section 3.2.3) in a three-month period, Contractor shall photograph the overflowing Cart, Collect the Solid Waste, and send to the Customer the picture and a letter instructing that a third incident in that same three month period may result in an increase in the level of service. If Refuse was left beside the Cart for Collection other than as permitted under Section 3.2.3, Contractor may charge the Cart Overage Fee in the approved Rate Schedule.

Third Incident in Six Month Period: Upon the third event of an overfilled Cart (unless Collection of the overage has been properly arranged under Section 3.2.3) in a three-month period, Contractor shall photograph the overflowing Cart, Collect the Solid Waste, and send to the Customer the picture and a letter requesting that Customer increase its service level. If the Customer declines, Contractor may petition City to permit Contractor to increase the service level to accommodate the higher demand for service. If Refuse was left beside the Cart for Collection other than as permitted under Section 3.2.3, Contractor may charge the Cart Overage Fee in the approved Rate Schedule.

Each incident shall be counted as one of the Customer's free pickups or, if Customer has used the annual free pickups, Contractor shall Bill Customer for the additional pickups per the approved rate schedule. Contractor shall send City via e-mail or U.S. mail a copy of each letter and picture sent to a Customer under this Section 4. 1. 6.

4.1.7 GRAFFITI REMOVAL

Contractor shall remove graffiti from any Container within three (3) Business Days (excluding Saturday, Sunday, and Designated Holidays of request by City or Customer at no additional charge. Contractor is required to proactively look for graffiti when Collecting Containers, with all graffiti removed from Containers as stated above after any Collection without notification.

4.1.8 LITTER ABATEMENT

A. Minimization of Spills. Contractor shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or Transportation process. If any

Solid Waste or fluids leak or are spilled during Collection, Contractor shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

B. Clean Up. Contractor shall clean up litter in the immediate vicinity of any Solid Waste storage area if Contractor has caused the litter during the Collection process. Customer shall be responsible for cleanup of litter in Solid Waste storage area not caused by Contractor. Contractor shall identify instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to City. Contractor may address habitual offenders in accordance with Section 4.1.6.

In the event of a spill of materials (vehicle fluids, Organic Waste leachate, etc.), Contractor shall provide a cleanup of the spill to the satisfaction of City and other governing agencies. Cleanup methods may include pressure washing (Contractor must capture and reclaim water) or other similar clean-up methods.

C. Covering of Loads. Contractor shall properly cover all open Roll-Off Boxes during Transport to the Disposal Site.

4.1.9 HEALTH AND SAFETY TRAINING

Contractor shall provide suitable operations, health and safety training on an ongoing basis for all of its drivers and other employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

4.1.10 UNAUTHORIZED MATERIAL REMOVAL

Contractor shall remove from providing services under this Agreement employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

4.1.11 REPORT OF ACCUMULATION OF SOLID WASTE; UNAUTHORIZED DUMPING

Contractor shall direct its drivers to note (1) the addresses of any Premises serviced under this Agreement at which they observe that Solid Waste is accumulating and which is not being placed out for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City within five (5) Work Days of such observation.

4.1.12 ROUTE AUDIT

Once during the first year or at City request but not more than once per year, Contractor shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Contractor when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Contractor to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Contractor providing routing and account information, and later, the report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

- Route Number;
- Truck Number;
- Number and size of Containers by waste stream (Refuse, Recycling, Organics)
- Container(s) condition;
- Account Name;
- Account Number;
- Account Service Address;
- Account Type (Service type);
- Service Level per Contractor Billing system (Quantity, Size, Frequency, Waste Stream);
- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (including Service types);
- Confirmation that all Refuse routes are dedicated exclusively to City Customers;

- Number and type of exceptions observed;
- Total monthly service charge , pre-audit;
- Total monthly service charge , post-audit (subsequent to corrections of identified exceptions); and,
- The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Contractor's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

4.1.13 SERVICE EXCEPTIONS; EXCLUDED WASTE NOTIFICATIONS

A. Failure to Collect. When Solid Waste is not Collected from any Solid Waste Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

B. Excluded Waste Inspection and Reporting. Contractor reserves the right to reject Solid Waste observed to be contaminated with Excluded Waste and the right not to Collect Excluded Waste put out with Solid Waste. Contractor shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Excluded Waste, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Excluded Waste unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor will immediately notify the City Manager or the City Manager's designee. Contractor shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Excluded Waste that may come into their possession.

C. Excluded Waste Diversion Records. Contractor shall maintain records showing the types and quantities, if any, of Excluded Waste found in Solid Waste and which was inadvertently Collected from Customers within the City, but Diverted from Landfill Disposal.

4.1.14 COLLECTION OF FORMER CONTRACTOR'S CONTAINERS

If any Solid Waste enterprise providing Solid Waste Services to Customers prior to the start of Collection services under this Agreement does not remove the Containers it had in use prior to the start of Collection services under this Agreement, Contractor shall Collect and Recycle/Dispose of all such Containers at no additional charge to City or Customers.

4.2 VEHICLE REQUIREMENTS

4.2.1 GENERAL

Contractor shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms as described in Contractor's Proposal. Any additional vehicles/routes that may be required to meet the service standards during the term of this Agreement, above the number included in Contractor's Proposal shall be done so at Contractor's sole expense. Contractor shall have available on Collection days sufficient reserve vehicles for each type of Collection vehicle, which can be dispatched within one (1) hour of any breakdown to complete the Collection routes and to respond to complaints and emergencies. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. All equipment of Contractor used to provide the services set forth in this Agreement shall be subject to inspection by City upon request.

4.2.2 VEHICLE SPECIFICATIONS

- A. All route Collection vehicles will be not older than 2-years and in like-new condition upon initiation of services under this Agreement. Contractor shall operate no vehicles within the City over 10-years in age during the initial ten-year term of this Agreement and no older than 15-years in age during any future extensions of this Agreement.
- B. Such vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the Vehicles. Each Collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection Vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any Applicable Law.
- C. At all times during the term of this Agreement, Contractor's Collection vehicles shall comply with Department of Transportation requirements, South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.
- D. All route Collection vehicles used by Contractor in providing Refuse, Recycling, and Organics Collection services, excluding spares, Roll-off Box Collection vehicles, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, shall use alternative fuel such as compressed or liquified natural gas, liquified petroleum gas, methanol, electricity, fuel cells, or other advanced technologies, approved by the South Coast Air Quality Management District (SCAQMD) for Solid Waste Services.

4.2.3 VEHICLE IDENTIFICATION

Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than six (6) inches high. City must approve truck labeling. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the Recyclable Materials and Organic Materials programs, other programs specific to the City, or information requested by City pursuant to Section 4.2.9. All advertisement must be approved by the City. Contractor shall not place City's name and/or any City logos on Contractor vehicles.

4.2.4 CLEANING AND MAINTENANCE

- 1) Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.
- 2) Vehicles used in the Collection of Refuse, Recyclable Materials, and Organics shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the County of Los Angeles for inspection, at any frequency it requests. Contractor agrees to replace or repair to the City's satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.
- 3) Contractor shall repaint all vehicles used in the Collection of Refuse, Recyclable Materials and Organics at least every five years, and within thirty (30) days' notice from City if City determines that their appearance warrants painting.
- 4) Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to City upon request.
- 5) Contractor 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. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
- 6) Contractor shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

- 7) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.
- 8) All vehicles used to provide services under this Agreement shall at all times have in the cab the registration of the truck, evidence of insurance meeting the requirements of this Agreement and an identification card with the name of whom to telephone in case of an accident or emergency. Each truck shall be equipped with a minimum of a 20 -pound fire extinguisher that has been certified by the state fire marshal. This fire extinguisher shall be recharged as needed, but not less than once annually.
- 9) All trucks used to provide services under this Agreement in the City shall be required to be completely enclosed with a nonabsorbent cover while Transporting Refuse, Recyclables or Compostable Materials or other Solid Waste materials in or through the city. "Completely enclosed with a nonabsorbent cover" means that Refuse, trash, Recyclable or Compostable materials shall not be visible from the public highway, nor shall any of the substances be permitted to leak, spill or become deposited along any public highway.

4.2.5 VEHICLE OPERATIONS

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

Contractor equipment used for Refuse, Recycling, and Organics services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with the Diamond Bar City Code Chapter 8.16 and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Contractor shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

Contractor shall be responsible for any damage, normal wear and tear excepted, resulting from or directly attributable to any of its operations, and which it causes to: City's driving surfaces, whether or not paved, public or private; associated curbs, gutters, and traffic control devices; and all other public and private improvements.

4.2.6 CITY INSPECTION PER CODE

City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code, including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with

applicable codes or any provision of this Agreement. No vehicle directed to be removed from service shall be returned to service until it conforms and its return to service has been approved by the City.

4.2.7 VEHICLE INSPECTIONS

Upon City request, Contractor shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Contractor receives a terminal rating below satisfactory, the Contractor is in violation of the Agreement. The Contractor has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Contractor shall be considered in default of the contract and the City may terminate the Agreement as provided in Section 13.2.

4.2.8 CORRECTION OF DEFECTS

Following any inspection, the Contract Administrator shall have the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The Contract Administrator's decision will be final.

4.2.9 CITY INFORMATIONAL DISPLAYS

Contractor shall equip all vehicles which Collect Solid Waste within the City with informational displays. The City shall advise Contractor as to the messages which should be displayed while vehicles are operating for the City. The City may, at its option, have the messages to be displayed changed once per year at no additional cost.

4.2.10 VEHICLE AND EQUIPMENT INVENTORY

On or before the effective date of this Agreement, the Contractor shall provide to the Contract Administrator an inventory of Collection Vehicles and major equipment used by the Contractor for Collection or Transportation in performance of services under this Agreement.

The inventory shall indicate each Collection vehicle by identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the date of acquisition, and the maintenance and rebuilt status.

The Contractor shall submit to the Contract Administrator an updated inventory including all of the information required above in each annual report, or more often at the request of the City. Each vehicle inventory shall be accompanied by a certification signed by the Contractor that all Collection Vehicles meet the requirements of this Article.

4.3 CONTAINER REQUIREMENTS

4.3.1 CART REQUIREMENTS

A. Cart Selection, Distribution and Exchanges. Contractor shall provide Customers with new Refuse, Recycling and Organics Carts at the start of service under this Agreement, at no extra charge.

At least sixty days in advance of initial new Cart distribution, Contractor shall mail a notice of rates, and provide Customers the opportunity to request service changes. If no response is received by Customer by specified date, Customer will retain the same level of service currently provided as reported by the previous waste hauler.

B. Cart Design Requirements. Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City approval. The City will not permit Carts and Cart lids with inconsistent colors or in poor condition to be used in the City at any time during the term of this Agreement, and may require Contractor to replace such Carts. Contractor shall ensure that all Carts in service during the terms of this Agreement comply with CalRecycle requirements under SB 1383 Regulations.

C. Cart Colors. The Refuse, Recycling and Organics Carts or Cart lids will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City, and shall comply with CalRecycle requirements under SB 1383 Regulations.

D. Capacity. References to Cart sizes of 35, 64, or 96 gallons are approximate. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 30 to 40 gallons,
- 60 to 70 gallons, and
- 90 to 101 gallons.

E. Cart Handles. The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

F. Cart Lid Performance. Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;

- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,
- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

G. Cart Labeling and Hot Stamping. Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Each Cart shall be hot stamped with the material type (e.g., Refuse, Recycling, Organics) in English, Mandarin, and Korean. Labels shall include graphic instruction on what materials should and should not be placed in each Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City. Information on the Carts shall include the telephone number to call for Contractor for Bulky Item pickups and for general Customer service. All Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 Regulations throughout the term of this Agreement.

H. Cart Performance Requirements. All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

I. Cart Load Capacity. Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Capacity Gallons)	Minimum Load Capacity (lbs)
90-101	200
60-70	130
30-40	70

J. Cart Durability. Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;
- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

K. Chemical Resistant. Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

L. Stability and Maneuverability. The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position. The Carts shall be capable of maintaining an upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction. The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

M. Cart Repairability Or Replacement. Contractor shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within three (3) business days of notification (excluding Saturday, Sunday and Designated Holidays, at no additional charge to the Customer or to City, unless Contractor can demonstrate to the Contract Administrator that the damage or loss was due exclusively to the Customer's intentional or wanton destruction. Contract Administrator shall make the final determination. All repairs must restore the Cart to its full functionality. If City permits a Cart replacement charge to be assessed against Customer, Contractor may charge the Customer the Cart Replacement Fee in the approved rate schedule. Unsightly/worn-out/broken Carts shall be replaced by Contractor upon Customer request at no additional cost to Customer.

Customers are responsible for the cleanliness and sanitation of Carts. Contractor shall steam clean Carts upon request of Customers at the rates shown in the approved rate schedule. All Carts in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383 Regulations.

4.3.2 BIN REQUIREMENTS

A. Cleaning and Maintenance. Contractor shall provide Customers with Bins required during the term of this Agreement and maintain Containers in safe working condition. The size of Contractor-provided Bins shall be determined by mutual agreement of Customer and Contractor. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, Contractor shall clean Customer Bins once per year at no additional charge.

Contractor shall perform cleaning, repainting, or replacement of Bins as necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City for an additional charge at the rates listed in the approved rate schedule. When a Bin is removed for cleaning, Contractor shall replace the Bin, either temporarily or as a change-out, with another Container.

B. Bin Identification and Color. Each Bin placed in City by Contractor shall have the name of Contractor and phone number in letters not less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Bin type (Refuse, Recycling, Cardboard, Organic Waste) may be identified with an affixed sign.

Bins shall be labeled to include English, Korean, and Mandarin and graphic instruction on what materials should and should not be placed in each Bin. Contractor shall have labels approved by City prior to ordering and placement on Bins. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City.

Contractor shall repaint Bins at the City's request if the City deems it necessary to maintain a neat appearance. All Bins in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383 Regulations.

4.3.3 ROLL-OFF BOX REQUIREMENTS

Contractor shall provide sufficient Roll-Off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-Off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Contractor in letters not less than three (3) inches high on the exterior of the Roll-Off Box so as to be visible when the Roll-Off Box is placed for use. Contractor shall properly cover all open Roll-Off Boxes during Transport as required by the State Vehicle Code. All Roll-Off Boxes in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383 Regulations.

4.4 PERSONNEL

4.4.1 QUALIFIED PERSONNEL

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

4.4.2 IDENTIFICATION REQUIRED

Contractor shall provide its employees, companies, and subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. City may require Contractor to notify Customers yearly of the form of said identification. Contractor shall provide a list of current employees, companies, and subcontractors to City upon request.

City reserves the right to perform a security and identification check through the City's Police Department on the Contractor and all their present and future employees employed by Contractor to work in the City, in accordance with accepted procedures established by City, or for probable cause.

4.4.3 HAZARDOUS MATERIAL EMPLOYEE TRAINING

Contractor shall establish and implement an educational program which will train Contractor's employees in the identification of Hazardous Material. Contractor's employees shall not knowingly place such Hazardous Material in the Collection vehicles, nor knowingly Dispose of such Hazardous Materials at the Processing Facility or Disposal Site.

4.4.4 FEES AND GRATUITIES

Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it to request, solicit or demand, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as described in this Agreement, in accordance with the approved rate schedule.

4.4.5 NON-DISCRIMINATION

Contractor shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap, or medical condition in violation of any applicable federal or state law.

4.4.6 HIRING OF DISPLACED EMPLOYEES

In accordance with Labor Code Sections 1070, 1072, 1075, and 1076, Contractor shall offer employment to qualified existing employees of the current contractor that may be displaced if the current contractor is not retained. Immediately following award of this Agreement, Contractor shall work with the current contractor to obtain a complete list of full-time non-management employees in good standing working exclusively to provide direct Collection services to City and Collection support services. Contractor shall conduct outreach, complete interviews, and offer employment to eligible employees. Contractor will not be required to hire for more positions than the maximum anticipated positions needed to provide the services required by this Agreement or hire employees for positions if those employees have not been successfully executing duties similar to those needed by Contractor to provide the services required by this Agreement.

4.4.7 CITY LIAISON

Contractor shall designate a person to serve as agent and liaison between the Contractor and the City and shall maintain a telephone and a means for contact at all times including during periods of strike or other emergencies. The Contractor's City Liaison shall meet with the City as necessary to effectuate the purposes of the Agreement. Contractor shall immediately inform City of any changes in the designated City Liaison. Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee.

4.4.8 SERVICE LIAISON

Contractor shall designate a field supervisor as the City's "Service Liaison" who shall be responsible for working with Contract Administrator to resolve Customer service-related complaints. The Service Liaison shall be accessible via cell phone or radio in the field at all times. Contractor shall immediately inform City of any changes in the designated Service Liaison. Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee.

4.4.9 ENVIRONMENTAL COORDINATOR

To achieve a high level of Recycling education and awareness, Contractor will hire at least one full-time, fully trained and experienced, environmental coordinator.

The environmental coordinator shall develop and conduct all education and outreach activities required under the Agreement including, providing technical assistance to Residential Customers (in Single-Family Dwellings and Multi-Family Dwellings of 4 or less units); promoting waste reduction, Recycling, and Diversion programs; submitting monthly reports to the City regarding waste audits, outreach activities, and any other information requested by the City. The environmental coordinator shall fully cooperate with the City in implementing the City's Customer Education Plan.

4.4.10 CITY'S RIGHT TO APPROVE CITY AND SERVICE LIAISON

City may request that Contractor change the City and Service Liaisons and shall have the right to approve the designated liaisons. Contractor shall immediately inform City of any changes in the designated liaisons.

ARTICLE 5: PROCESSING AND DISPOSAL REQUIREMENTS

5.1 TRANSPORTATION OF DISCARDED MATERIALS

The Contractor shall Transport all Solid Waste Collected under Article 3 to the Designated Facilities listed in Exhibit 3. The Contractor shall maintain accurate records of the quantities of Solid Waste Transported to Solid Waste facilities and will cooperate with the City in any audits or investigations of such quantities.

5.2 DIVERSION AND PROCESSING REQUIREMENTS

Contractor shall Recycle or Divert from landfilling sufficient Solid Waste to assist the City in its compliance with current state law requirements. Contractor shall be considered to have met this requirement under this Agreement if the City's annual report to CalRecycle shows compliance with the State-mandated diversion, as may be revised by CalRecycle during the Term of this Agreement.

5.2.1 PROCESSING OF RECYCLABLES AND ORGANICS

Contractor shall deliver all Collected Recyclables and Organics to a fully permitted Processing Facilities capable of separating and recovering materials to maximize Diversion credit for City in accordance with CalRecycle regulations.

All expenses related to Recyclable and Organics Material Processing and marketing will be the sole responsibility of the Contractor. Contractor shall ensure that all Recyclables and Organics

Collected are Diverted and not Disposed of in a Landfill except as a Residue resulting from Processing or loads rejected by the Processing Facility operator or loads not delivered to the Processing facility by Contractor due to the presence of excessive contamination rendering the Recyclable loads unfit for Processing.

Recyclables or Organics loads rejected by the Processing Facility operator or not delivered to the Processing Facility due to excessive contamination shall be reported to City together with information regarding the source or route from which it originated. Failure to do so places the Contractor in default. The City has the option, but not obligation, to direct the Contractor where to deliver the material.

5.2.2 END USES FOR ORGANICS

Contractor is responsible for monitoring how the Organic Material will be Diverted at selected facilities and for selecting alternative facilities if necessary to ensure full Diversion credit. Failure to do so places the Contractor in default. City has the option, but not obligation, to direct Contractor where to deliver the material, and if City directs Contractor to an alternative Facility then Contractor may request a rate adjustment in accordance with Section 2.10.

5.2.3 BULKY ITEM DIVERSION

Bulky Items Collected by Contractor in accordance with Section 3.6, or otherwise Collected under this Agreement, may not be Landfilled or Disposed of until the following hierarchy of Diversion efforts has been followed by Contractor:

- 1) Reuse as is,
- 2) Disassemble for reuse or Recycling,
- 3) Recycle or market and sell Recyclable Materials for Recycling,
- 4) Disposal.

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, unless they have been designated for Disposal.

5.2.4 CONSTRUCTION AND DEMOLITION DEBRIS DIVERSION

Contractor will bring all loads of mixed Construction and Demolition Debris to a C&D Designated Processing Facility as listed in Exhibit 3 for separation and recovery of this material. Contractor may deliver separated loads of Construction and Demolition Debris, such as clean dirt, concrete or rebar, to facilities specializing in the reuse of such materials, provided this material is Diverted from Landfill Disposal. Contractor shall Divert from Landfill Disposal a minimum of 75% or the State-mandated Construction and Demolition Diversion percentage, whichever is greater, of all Construction and Demolition Debris Collected.

5.2.5 DIVERSION OF ELECTRONIC, UNIVERSAL AND OTHER SPECIAL WASTE

Contractor shall Divert waste requiring special handling, such as Electronic Waste, or “E-Waste” Collected in accordance with Sections 3.6, or by other means under this Agreement, by taking these goods to a properly permitted Facility, and not by Landfill Disposal.

5.3 MARKETING AND SALE OF RECYCLABLES

Contractor shall be responsible for marketing and sale of all Recyclables Collected pursuant to this Agreement. Contractor may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request. In the event that Contractor is unable, after reasonable diligence, to sell or donate certain Recyclable Materials due to the lack of an available market, Contractor may request, and City may authorize Contractor, in its sole discretion, to Dispose of said Recyclables without sale, subject to on-going review by the City. In the event market conditions for said Recyclables change such that they can, once again, be sold by Contractor, City may withdraw its consent for Contractor to Dispose of said Recyclables and may, again, require Contractor to sell said Recyclables as otherwise provided in this Agreement.

5.4 USE OF DESIGNATED FACILITIES

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Designated Facilities as listed in Exhibit 3 for the purposes of Processing and/or Disposing of all Source Separated Recyclable Materials, Source Separated Organics Materials, Refuse, Bulky Items, and other materials Collected in the City over the Term of this Agreement. Contractor agrees that such decision by the Contractor in no way constitutes a restraint of trade.

The Contractor shall not knowingly deliver materials Collected under this Agreement to facilities that do not comply in all material aspects with Applicable Law. The Contractor, and not the City, must use reasonable efforts to assure that all Disposal, Transfer, and Processing facilities to which the Contractor delivers material under this Agreement are properly permitted to receive material Collected under this Agreement, except for any other facility that the City directs the Contractor to use. Failure to comply with this provision may result in the Contractor being in default under this Agreement.

Contractor shall actively work with the Designated Facility(ies) operator(s) throughout the Term of this Agreement to ensure that Contamination remains below the limits established by Applicable Law, including, without limitation, SB 1383 Regulations.

Through written notice to the City annually on or before July 1, Contractor shall identify the facilities to which Contractor will Transport Solid Waste including Source Separated Organic Waste, Source Separated Recyclable Materials, Refuse, Bulky Items, and other materials Collected in the City over the Term of this Agreement.

5.5 USE OF CONTRACTOR-OWNED APPROVED FACILITIES

If the Contractor or Affiliate owns and/or operates a Designated Facility, all expenses associated with permitting, licensing, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Designated Facility is the sole responsibility of the Contractor. All expenses related to Processing and / or marketing of Organics and Recyclables will be the sole responsibility of the Contractor. Any request to adjust the Contractor's rates shall be done in accordance with Article 10.

5.6 SOLID WASTE CAPACITY GUARANTEE

Contractor shall provide City with guaranteed capacity at those Solid Waste facilities owned or operated by Contractor or Affiliate listed in Exhibit 3 for the Term of this Agreement.

ARTICLE 6: OTHER SERVICES

6.1 BILLING AND CONTRACTOR COMPENSATION

The Contractor shall be solely responsible for the billing and collection of payments for all Collection services. The Contract Administrator shall have the right to review and approve the format of all Customer bills. The Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the maximum approved rates in accordance with the approved rate schedule.

Contractor Compensation is exclusively derived from revenue received as a result of the Billings for services listed on the approved rate schedule, and Contractor shall charge no additional fees unless approved in advance by the City.

6.1.1 RESIDENTIAL CART CUSTOMERS

Contractor shall Bill Residential Cart Customers quarterly in accordance with the approved rate schedule with invoice dated no sooner than the first day of the quarter Billed for, and payment shall be due no sooner than 30 days after invoice date. The quarters shall begin on February 1, May 1, August 1, and November 1. Extra Bulky Item pickups or extra overage pickups may be added to quarterly Billing or may be Billed at time of service.

6.1.2 RESERVED

6.1.3 DISABLED CUSTOMER DISCOUNT

Customers determined to be disabled, either by the issuance of a handicap placard from the Department of Motor Vehicles or by meeting City-established guidelines, will receive the Senior Customer Discount rates included in the approved rate schedule. The disabled party must be the Customer named on the Billing. The discount shall be itemized or otherwise noted on Customer

invoices. Contractor shall administer the review and processing of Customer discount applications. Contractor shall provide to the City an annual report containing the name and service address of all Customers receiving the Disabled Customer Discount. The Disabled Customer Discount cannot be combined with the Senior Customer Discount.

6.1.4 SENIOR CUSTOMER DISCOUNT

Customers entitled to the senior rates included in the approved rate schedule are Customers that are listed in the Bill, reside at the Premises where service is received and are 60 years of age or older. The discount shall be itemized or otherwise noted on invoices. Contractor shall administer the review and processing of Customer discount applications. Contractor shall provide the City with an annual report (or more frequently if requested by City) containing the name and service address of all Customers receiving the Senior Customer Discount.

6.1.5 FORM OF PAYMENT FOR ROLL-OFF OR TEMPORARY BIN SERVICE

Contractor will accept major credit cards for payment from Customers who request temporary Roll-Off Box or temporary Bin service that do not have an account with Contractor. Customers without such an account who do not use credit cards may be required by the Contractor to post a security deposit or to pay on a "Cash on Delivery C.O.D." basis. Any unused portion of a security deposit will be refunded to the Customer within fifteen business days of the termination of service.

6.1.6 TEMPORARY BIN AND ROLL-OFF BOX SERVICE

- 1) Customers' temporary Bin and Roll-Off Box services may be Billed at the time of, or in advance of, service, or on a monthly or bi-monthly Billing cycle.
- 2) Contractor may request advance payment for temporary services.
- 3) Contractor may require outstanding temporary services balances be paid prior to providing subsequent temporary services.
- 4) Weekly Cart Collection services shall not be suspended due to outstanding balances for Bin or Roll-Off Box Services.

6.1.7 AUTOMATED BILLING PAYMENT

Contractor shall make available to all Customers through Contractor's website and customer service portal, an automated billing and payment system at no additional charge. This system should allow Customers to view and pay bills, obtain an electronic copy of their bill, request to cease paper billing and receive e-bills via email or through Contractor's website. The Contractor will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. The Contractor must ensure that Customers receiving e-bills are also receiving billing inserts either via electronic mail or via US Postal Service. The Contractor shall promote the website-based billing and payment system on all paper bills sent to Customers.

6.1.8 BILL PAYMENT BY PHONE

The Contractor shall make available to all Customers the ability to make bill payment by phone at no additional charge.

6.1.9 REVIEW OF BILLINGS

Contractor shall review its Billings to Customers to determine that the amount which Contractor is billing each Customer is correct in terms of the level of service being provided to such Customer by Contractor. Contractor shall review Customer accounts annually and submit to City a written report of that review annually on the anniversary of the Effective Day of this Agreement.

6.1.10 SUSPENSION OF SERVICE DUE TO NON-PAYMENT

The following procedures apply to Customer accounts that are Billed quarterly for weekly Cart service:

- 1) For balances outstanding for 60 days after due date, Contractor shall send a reminder notice to Customer that payment is overdue. Notice should include a warning that balances outstanding after 75 days shall be assessed a late fee, and that, if balance remains outstanding after 90 days, service shall be suspended.
- 2) For balances outstanding for 75 days after due date, Contractor shall send a notice that that service may be discontinued if overdue balance is not received within 15 days. Contractor shall provide list of these Customers to the City the time these notices have been sent. Contractor may charge a late fee equal to 10% of balance outstanding for at least 75 days after due date.
- 3) For balances outstanding for 90 days, Contractor may provide Customer with notice that service has been suspended until outstanding balance is paid in full, including late payment fee, provided Contractor has completed steps 1 and 2 above and has provided City with a list of Customers being so notified.

6.1.11 DEBT COLLECTION

Contractor shall be responsible for bad debt. Contractor may pursue independent collections against Customers. City will not pursue collections on behalf of Contractor.

6.1.12 CONTINUED PROVISION OF SERVICE

In the event of a Billing dispute or to avoid an immediate threat to public health or safety, Contractor shall continue to provide service to Customers if requested in writing by City, without regard to the status of said Customer account and at no expense to City. Billing disputes between Contractor and Customer may be resolved by City, and City's decision shall be final and binding.

6.1.13 NO MARKETING

The Contractor will not market or distribute mailing lists with the name or address of Customers. The Contractor's obligations under this subsection are in addition to any other privacy rights accorded Customers under Applicable Law.

6.2 CUSTOMER SERVICE

All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints will be handled by the Contractor in a prompt, courteous, and efficient manner.

6.2.1 LOCAL OFFICE

Contractor shall maintain a local office. Office Hours shall be, at a minimum, from 7:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of Designated Holidays. A responsible and qualified representative of Contractor shall be available during Office Hours for personal communication with the public at the local office, and to receive payments from Customers. Contractor shall have either a representative, a message machine, or an answering service available outside of Office Hours. Calls received outside of Office Hours shall be responded to on the next business day. Contractor shall provide City with a twenty-four (24) hour emergency number to a live person, not voicemail.

6.2.2 CUSTOMER SERVICE PORTAL

Contractor shall maintain a company website and customer portal for all customer service matters. The following customer transactions shall be supported both by automation (computer interaction) and by a live customer service representative, depending on customer preference: (1) creation of a new account; (2) closing an existing account; (3) requesting modification to service levels; (4) submitting billing information and inquiries; and (5) identifying the next service date (when the collection date is impacted by a Designated Holiday or other schedule change).

Customer service shall be ADA compliant. The Contractor's website, mobile applications and customer service telephone line shall be ADA compliant.

6.2.3 CUSTOMER COMPLAINTS, INQUIRIES AND SERVICE REQUESTS

Contractor shall maintain a Customer Relationship Manager (CRM) system to record and maintain records of all customer complaints, inquiries, and service requests received including by telephone, voicemail, e-mail, text, written, in person or any other communication media. The record for each incident shall include the date and time of the incident, name, address and telephone number of caller, description of the complaint, inquiry or request, employee recording incident, and the action taken by Contractor to respond and remedy the incident. Contractor shall also record each instance of non-collection and the form of notification used to inform the participants of the reasons for non-Collection and the end result or means of resolution of the incident.

All written Customer correspondence shall be recorded into the CRM system when received and shall be initially responded to within one (1) business day (excluding Saturday, Sunday, and Designated Holidays) of receipt. Contractor shall use best efforts to resolve complaints within two (2) business days.

Service complaints received by City will be directed to Contractor. All forwarded complaints shall be recorded into the CRM system.

All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

6.2.4 CUSTOMER SERVICE STANDARDS

Customer care is among the most important aspects of the services to be required of the Contractor. Contractor shall perform customer service at a level that can be measured by the following standards:

- A. Residential.** The number of complaints in any one month shall not exceed 1% of the number of residential customers served. For example, if 15,745 residential accounts are served, any complaint above 157 in any given month will be considered a separate violation of this Agreement.
- B. Reserved**
- C. Call Center Capacity.** Contractor must maintain sufficient telephone capacity during normal office hours to ensure that all calls will be answered in less than an average of thirty (30) seconds. Calls will be answered in less than an average of thirty (30) seconds, and thereafter will not be placed on hold longer than an average of one (1) minute before talking to a customer service representative of the Contractor. This standard must be measured quarterly, and the Contractor shall not exceed this standard or it will be considered a separate violation of this Agreement. Contractor shall ensure that all incoming calls are answered courteously and promptly during the office hours stated above.
- D. Service Standard Tracking.** Contractor shall track complaints and call response time and hold requirements and include results in its quarterly report to the City. In any 12-month period, accumulation by the Contractor of four or more separate customer service violations shall be deemed a material breach of this Agreement and shall subject Contractor to all remedies which are available to the City under this Agreement or otherwise. A violation is one month in which the number of complaints exceeds the maximum permitted under Section 6.2.4(A) or one calendar quarter in which fewer than 90% of calls placed by the City and its Customers to Contractor are answered by a live customer service representative in less than an average of one minute and thirty seconds as required in Section 6.2.4(C).
- E. Customer Courtesy.** Contractor shall train its employees in Customer courtesy, shall

prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

6.2.5 RESOLUTION OF CUSTOMER COMPLAINTS

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this section is intended to affect the remedies of third parties against Contractor. To the extent that remedies are warranted through this Agreement, this section shall apply.

6.2.6 EMERGENCY CONTACTS

Contractor shall provide the Contract Administrator with a twenty-four (24) hour emergency phone number to a live person, not a voicemail, where the Contractor can be reached.

6.2.7 MULTI-LINGUAL, TDD SERVICES

Contractor shall at all times maintain the capability of responding to telephone calls in English, Mandarin, and Korean, and such other languages as City may direct. Contractor shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.

6.3 CUSTOMER OUTREACH AND EDUCATION

The Contractor shall be responsible for Customer outreach and education. Contractor shall develop and implement outreach and education material that describes and promotes the Contractor's Solid Waste Services that are available to Customers and that addresses the requirements of AB 939, AB 341, AB 1826, and SB 1383 Diversion mandates.

Contractor agrees to take direction from City to expand Customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste and to cooperate fully with City in this regard.

All materials produced by Contractor relating to services provided under this Agreement, including, but not limited to: print, radio, television, or internet media before publication,

distribution, and/or release, shall be approved by Contract Administrator prior to being printed for distribution. A draft of all text and illustrations shall be provided to Contract Administrator at least two (2) weeks in advance of production of the final document. Comments provided by the Contract Administrator shall be reasonably incorporated, and the final version of the text and illustrations shall be acceptable to both City and Contractor. Printed materials shall be printed on recycled content paper consistent with SB 1383.

All of Customer education materials shall be produced and/ or available in English, Mandarin, and Korean languages, including pictures wherever applicable.

6.3.1 ON-GOING EDUCATION REQUIREMENTS

Contractor will provide a minimum of the following Customer education items to be developed at Contractor's expense and distributed as indicated below:

A. Initial Mailing. Contractor will prepare and mail an initial mailing to Customers explaining the transition from the existing Collection program to the new program under this Agreement. The mailing will describe program changes, route changes, dates of program implementation, and other necessary information.

B. How-To Instructional Packet. Contractor will prepare and distribute an Instructional Packet to new Customers when they start service. At a minimum, packet should include the following information.

- Description of available services,
- Explanation of when, where, and how to place Containers for Collection,
- Explanation of which materials should be placed in each Container,
- Service phone number and who to contact with service or billing questions.
- Designated Holidays

C. Container Labels and Instructions. All Containers shall be labeled in accordance with CalRecycle requirements under SB 1383 Regulations throughout the term of this Agreement. Contractor will place stickers and/or hot stamp, Recyclable and Organics Carts, and will place stickers on Bins and Roll-Off Boxes to demonstrate to Customers which materials are and are not acceptable for placement in each Container. Stickers shall be replaced when materials change or as labels become worn. Markings shall be written in English, Mandarin, and Korean.

D. Annual Brochure/Mailing. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Customer a mailing to update Customers regarding program basics, program changes, holiday schedules and other services related information.

Mailings should promote and explain: all Solid Waste programs offered by City and Contractor (such as Recycling, Organics, Holiday Tree, Bulky Item Collections, and FreeCycle.com) described

in detail; the environmental, regulatory, and other benefits of participating in Recycling; how to properly Dispose of Household Hazardous Waste such as syringes, paint, etc.; Collection schedules, including holiday schedules; Customers service numbers; and the procedures to begin and terminate services (if moving from Premises).

The mailing shall also include all information required in 14 CCR Section 18985.1(a), including but not limited to the requirements on:

- Information on Organic Waste Generator's requirements to properly separate materials in appropriate containers.
- Information on methods for the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste.
- Information regarding the methane reduction benefits of reducing the Landfill Disposal of Organic Waste, and the methods of Organic Waste recovery Contractor uses.
- Information regarding how to recover organic waste.
- Information related to public health and safety and environmental impacts associated with the Landfill Disposal of Organic Waste.
- Information regarding programs for the donation of Edible Food.
- Information regarding self-hauling requirements. This brochure shall be at least four (4) pages and printed in full color. Contractor is responsible for all associated costs.

E. Billing Inserts. City may require Contractor to insert notices in Contractor's Billings up to four (4) times per year. City may instruct Contractor to prepare such notices at Contractor's expense, or may choose to provide such notices for insertion. Additionally, City may periodically request that Contractor include informative language directly on the invoices it sends.

F. Second Annual Mailer. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Customer a one (1) page, double-sided mailer printed in full color. City and Contractor shall meet and confer to determine the subject matter of mailer. Contractor is responsible for all associated costs. The method of delivery to Customers is at the City's discretion.

F. Corrective Action Notice. Contractor shall develop a corrective action notification form for use in instances where a Customer sets out unacceptable materials for Collection, that explains the correct manner for Disposal of such items.

G. Technical Assistance. Contractor is responsible for providing technical assistance to Customers to promote participation in the Diversion programs included in this Agreement, and future regulatory requirements. Contractor may utilize the services of a consultant to provide these services upon approval by the City.

H. Website. The Contractor shall develop and maintain a website dedicated to services provided in the City that is accessible by the public. The web site shall include answers to frequently asked questions; holiday schedules; rates for Collection services; acceptable materials and by waste stream (Recyclables, Organics, and Refuse); proper Household Hazardous Waste Disposal procedures; other useful information, as well as informing Customers how to Contact Contractor. The Contractor's website shall provide the public with the ability to e-mail complaints to the Contractor and request services or service changes. (see Section 6.2.2)

6.3.2 RESERVED

6.4 SB 1383 COMPLIANCE

Contractor shall ensure the City's compliance with SB 1383 Regulations by implementing the planned tasks, procedures, and proposed staffing assignments required by this Agreement including those described in this Section 6.4.

Contractor will participate in the promotion of Recyclables and Organic Waste services available to Single-Family Dwellings Customers and will fully cooperate with the City to promote Customer education including identifying and promoting recycling services available to Customers on the Contractor website, within its annual newsletter, and within the customer bill as an insert.

6.4.1 THREE CONTAINER COLLECTION SYSTEM

No later than August 1, 2025, Contractor shall provide a three-Container Collection system for the separate collection of Source Separated Recyclables, Source Separated Organics, and Gray Container Mixed Waste.

Source Separated Recyclables that are to be accepted for Collection in the Blue Container and Source Separated Organics that are to be acceptable for Collection in the Green Container are listed in Exhibit 4.

6.4.2 KITCHEN PAILS FOR FOOD SCRAP

At the request of Customer, Contractor shall distribute 3-gallon lidded pails designed for the accumulation of food scraps prior to disposing into the Green Organics cart for collection. Contractor shall also provide an introductory roll of compostable pail liners for use in conjunction with the pail to segregate food scraps from regular kitchen refuse.

6.4.3 ROUTE REVIEWS

Contractor shall conduct route reviews for prohibited container contaminants on randomly selected Collection routes annually in compliance with the requirements of SB 1383 Regulations Section 18984.5 (b). Containers may be randomly selected along a Collection route. Contractor shall report to the City any instances of contamination and actions taken, as well as the methodology utilized for the route review in such form and format as is needed by the City for reporting to CalRecycle. Every container on a Collection route does not need to be sampled

annually. Contractor shall distribute contamination notices complying with education and notification requirements of SB 1383 Regulations Section 18995.1 (a) (4) subject to City pre-approval.

6.4.4 PROCUREMENT OF RECOVERED ORGANICS WASTE PRODUCTS

Contractor shall ensure sufficient capacity of California recovered organics waste products to meet the mandatory procurement requirements for jurisdictions contained in SB 1383 Regulations, as may be amended, during the term of this Agreement including Agreement extensions granted by the City as provided in this section.

Contractor shall procure sufficient compost, mulch, and/or renewable natural gas to meet sixty percent (60%) of the City's per capita requirement contained in SB 1383 Regulations. Contractor shall provide assurance through the execution of a liability waiver stating that all organic waste products provided by the Contractor and used within the City are free from pathogens and inorganic waste material that may be harmful to the health and welfare of the City. The Contractor shall indemnify and hold harmless the City against any claims arising from contaminated recovered organic waste products provided by the Contractor as set forth in Section 11.1. Contractor may meet this obligation by one or a combination of the following activities:

- 1) **Bulk Compost and/or Mulch Reserved for Jurisdiction.** Contractor shall make available Compost or Mulch for use in City parks and facilities at no cost to the City. Contractor will work closely with City staff to assist with providing compost/mulch material for the City's own facility needs.
- 2) **Mulch Giveaway.** Contractor shall distribute free mulch to Residential Customers as described in Section 3.2.13 or as may be expanded to meet the requirements of this Section 6.4.4.
- 3) **Use of Renewable Natural Gas in Collection Vehicles.**
- 4) **Procurement Credits.** Contractor will secure procurement credit for the City to meet SB 1383 Regulations purchasing requirements through the sale of material on behalf of the City. The transaction will be handled entirely, at its sole expense, by Contractor on the City's behalf, and documented to meet Cal Recycle reporting requirements with no liability to the City.

6.4.5 EDUCATION & OUTREACH FOR DIVERSION

Contractor will incorporate education regarding Recyclables and Organics Collection and the State requirements into materials produced under Section 6.3 and will develop its own Recycling and Organics-specific instructional materials for use in educating participating Customers including the following.

- 1) **Community Engagement & Education.** Contractor will develop and conduct informative events including workshops, seminars, and interactive sessions designed to empower

residents with practical knowledge and actionable steps to enhance their recycling efforts. Contractor will promote the requirements of SB 1383 by actively participating in local events, fairs, forums, service clubs, and public school events. Contractor will establish a dynamic 12-month local outreach calendar, responsive to evolving needs and dedicated to keeping residents well-informed.

The Contractor will host community workshops to provide multi-lingual instruction through interactive education processes to promote understanding and acceptance of the regulatory requirements surrounding SB 1383 Regulations and offer an opportunity for customers to ask questions and receive answers in-person. The workshops will cover State mandates, recycling programs, and information about services provided by Contractor.

- 2) **Diverse Media Outlets.** Contractor will disseminate educational content to raise awareness about recycling practices, waste reduction, and environmental stewardship via social media, local cable, and print, to include newsletters, and advertisements in local newspapers.
- 3) **MRF Guided Tours.** Contractor will offer guided tours of their Materials Recovery Facility located at their operating yard to reinforce the significance of responsible waste management promote active participation in waste reduction and recycling activities.

ARTICLE 7: FRANCHISE FEE, CALRECYCLE COMPLIANCE FEE, VEHICLE IMPACT FEE, AND OTHER FEES

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Services as specified herein, Contractor shall provide the following:

7.1 FRANCHISE FEE

Contractor shall pay the City a Franchise Fee of Two Hundred Eighty-Seven Thousand Dollars (\$287,000) annually as adjusted herein.

The Franchise Fee shall be paid in monthly installments over the course of each Rate Year. The initial monthly payment shall be Twenty-Three Thousand Nine-Hundred Sixteen Dollars and Sixty-Six Cents (\$23,916.66) due under the terms of Section 7.6. The foregoing notwithstanding, beginning with Rate Year 2 (July 1, 2026) and for all subsequent Rate Years, the amount of the Franchise Fee shall be adjusted annually in an amount equal to the percentage increase in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim Metropolitan Area, all urban consumers not seasonally adjusted, for the twelve (12) month period ending December (CPI). If there is no increase in the CPI or if the CPI decreases, the Franchise Fee shall remain unchanged from the previous Rate Year.

Contractor and City agree that this Franchise Fee was set through good faith negotiations and represents the reasonable value of the public right-of-way franchise rights granted to Contractor under this Agreement and is a cost paid solely by the Contractor. Invoices submitted to Customers by Contractor shall not reference the Franchise Fee.

7.2 CALRECYCLE COMPLIANCE FEE

Contractor shall pay to the City a CalRecycle Compliance Fee of Three-Hundred Seventy-Five Thousand Dollars (\$375,000) annually as adjusted herein. The CalRecycle Compliance Fee amount represents a reasonable allocation of the City's budgeted costs to comply with State mandates resulting from the enactment of AB 939 and subsequent related legislation including, but not limited to: AB 2176 (Chapter 879, Statutes of 2004), SB 1016 (Chapter 343, Statutes of 2008), AB 341 (Chapter 476, Statutes of 2011), AB 1826 (Chapter 727, Statutes of 2014), SB 1383 (Chapter 395, Statutes of 2016) and SB 1383 Regulations, which require jurisdictions to implement solids waste Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements. Invoices submitted to Customers by Contractor shall not reference the CalRecycle Compliance Fee.

The CalRecycle Compliance Fee shall be paid in monthly installments over the course of each Rate Year. The initial monthly payments shall be Thirty-One Thousand Two-Hundred Fifty Dollars (\$31,250) due under the terms of Section 7.6. The foregoing notwithstanding, beginning with Rate Year 2 (July 1, 2026) and for all subsequent Rate Years, the amount of the CalRecycle Compliance Fee shall be adjusted annually to reflect increases in the CPI, as defined in Section 7.1. If there is no increase in the CPI or if the CPI decreases, the CalRecycle Compliance Fee shall remain unchanged from the previous Rate Year.

7.3 RESIDENTIAL VEHICLE IMPACT FEE

Contractor shall pay a Residential Vehicle Impact Fee of One Hundred Seventy-Five Thousand dollars (\$175,000) annually as adjusted herein. The purpose of the Residential Vehicle Impact Fee is to reimburse the City for a portion of the costs to provide road maintenance to City's streets due to the "wear and tear" caused by the use of Contractor's Solid Waste Collection vehicles on City Streets.

The Residential Vehicle Impact Fee shall be paid in monthly installments over the course of each Rate Year. The initial monthly payments shall be Fourteen Thousand Five Hundred Eighty-Three dollars and Thirty-Three cents. (\$14,583.33) due under the terms of Section 7.6. The foregoing notwithstanding, beginning with Rate Year 2 (July 1, 2026) and for all subsequent Rate Years, the amount of the Residential Vehicle Impact Fee shall be adjusted annually to reflect increases in the CPI, as defined in Section 7.1. If there is no increase in the CPI or if the CPI decreases, the Residential Vehicle Impact Fee shall remain unchanged from the previous Rate Year.

7.4 RESIDENTIAL STREET SWEEPING FEE

Contractor shall pay a Residential Street Sweeping Fee of One Hundred Seventy-Five Thousand

dollars (\$175,000) annually as adjusted herein. The purpose of the Residential Street Sweeping Fee is to reimburse the City for the cost of sweeping residential streets.

The Residential Street Sweeping Fee shall be paid in monthly installments over the course of each Rate Year. The initial monthly payments shall be Fourteen Thousand Five Hundred Eighty-Three dollars and Thirty-Three cents. (\$14,583.33) due under the terms of Section 7.6. The foregoing notwithstanding, beginning with Rate Year 2 (July 1, 2026) and for all subsequent Rate Years, the amount of the Residential Vehicle Impact Fee shall be adjusted annually to reflect increases in the CPI, as defined in Section 7.1. If there is no increase in the CPI or if the CPI decreases, the Residential Street Sweeping Fee shall remain unchanged from the previous Rate Year.

7.5 CONTRACTING FEE

Contractor shall make a one-time lump sum payment of Seventy Thousand Dollars (\$70,000) within seven (7) Business Days of execution of this Contract to reimburse the City for costs it incurred in connection with entering into this Agreement.

7.6 TIME AND METHOD OF FEE PAYMENTS TO THE CITY

On or before the thirtieth (30th) day month following the end of calendar month, during the Term of this Agreement, Contractor shall remit to City The Franchise Fee, CalRecycle Compliance Fee, Residential Vehicle Impact Fee, and Residential Street Sweeping Fee as described in section 7.1 through 7.4.

The fee payments shall be submitted with an itemized statement identifying the amount of each fee. If the fees are not paid to the City on or before the thirtieth (30th) day following the end of the calendar month, Contractor shall pay to City a penalty in an amount equal to ten percent (10%) of the amount of each delinquent fee, or portion thereof, owing for that month. Contractor shall pay an additional ten percent (10%), on any unpaid balance for each following each thirty (30) day period the fees remain unpaid. Late payment penalties shall not be included in any revenue requirement.

ARTICLE 8: RECORDS, REPORTS AND INFORMATION REQUESTS

8.1 GENERAL

Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City. To this extent, such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general

nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 RECORDS

8.2.1 GENERAL

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Contractor will notify City 90 days before destroying records and offer records to the City.

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Affiliates that City shall deem, in its sole discretion, necessary to evaluate annual reports, and Contractor's performance provided for in this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years after termination of the Agreement.

Contractor shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City, available for City's review, inspection and copying within five (5) days of receiving written notice from City requesting the same. Additionally, City may review records at Contractor's local facility during normal business hours, within five (5) days of request during normal business hours. Such records include, but are not limited to, financial, Solid Waste, CERCLA and Disposal records.

8.2.2 FINANCIAL RECORDS

Contractor shall maintain financial records and expense and revenue information pursuant to its operations pursuant to this Agreement shall be segregated from other areas served by Contractor.

Contractor shall maintain at least the following records:

- Audited financial statements for Contractor or, if a guarantee was provided, for the parent company guarantor as a whole;

- Financial statements (compiled, reviewed, or audited) of revenue and expense for this Agreement segregated from the other operations of Contractor (including without limitation those operations of Contractor in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from Transfer, Processing or Disposal operations and supporting data).

8.2.3 SOLID WASTE RECORDS

Contractor shall maintain and make available to the City upon request the following records relating to its operations pursuant to this Agreement:

- A. Customer services, billing, and City payment records;
- B. Tons Collected, Processed, Diverted, and Disposed by waste stream (Refuse, Recycling, Organics), by Customer type (Cart and Bin), and facilities (Transfer Station, MRF, Organic Material Processing Facility, Transformation Facility or Landfill) where such material was taken);
- C. Quantity of Recyclable Materials recovered by material type;
- D. Bulky Item, results including tons Disposed and Diverted;
- E. Special Events tons including tons Disposed and Diverted;
- F. Routes;
- G. Facilities, equipment and personnel used;
- H. Facilities and equipment operations, maintenance and repair;
- I. Number of Refuse, Recycling and Organics Containers in service;
- J. Complaints; and,
- K. Missed pickups.

Contractor shall maintain copies of said Billings and receipts, each in chronological order, for a period of five (5) years after the date of service and shall make said documents available for inspection by City upon request. Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of any Fees owed to the City, and may be produced in a form and manner sufficient to establish the existence of Customer obligations in a court of competent jurisdiction.

8.2.4 CERCLA DEFENSE RECORDS

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be

matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was Landfilled (and therefore establish where it was not Landfilled) and provide a copy or summary of the reports required in Section 8.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City.

Contractor agrees to notify City's Manager and City Attorney before destroying such records and to offer records to the City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

8.2.5 OTHER PROGRAMS' RECORDS

Records for other programs shall be tailored to specific needs. In general, they shall include:

- A. Plans, tasks, and milestones; and,
- B. Accomplishments in terms such as dates, activities conducted, quantities of products used, produced, or distributed, and numbers of participants and responses.

8.2.6 AUDIT

City may conduct an audit of Contractor at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

- A. Extraordinary rate adjustment request;
- B. Compliance with terms of this Agreement;
- C. Customer service levels and Billing;
- D. Fee payments;
- E. Gross Receipts;
- F. Tonnage;
- G. Complaint log;
- H. Compliance with SB 1383 Regulations; and
- I. Verification of Diversion rate.

The first audit, to be performed during calendar year 2027, will be based on the Contractor's reports and records from the start of the Agreement through calendar year 2026. Audits may be performed every third year thereafter (the triennial audit) and will be based on the period from the end of the previous audit through the end of the calendar year before the year in which the audit is to be performed.

Contractor will reimburse the City the cost of such audits (including audits conducted by City staff) as shown in the following table.

Audit Performed	Audit Amount
2027	\$90,000
2030	\$98,000
2033	\$108,000

Audit payments from the Contractor to the City are due January 1 of the year the audit is being performed.

Should the Agreement be extended beyond the extension terms as described in Section 2.5, the audits shall continue every third year, and each additional audit amount shall be increased by ten-thousand dollars (\$10,000) per audit period for audits conducted after 2035.

Should an audit conducted or authorized by the City disclose that Franchise or other fees payable by the Contractor were underpaid by two percent (2%) or more, or that tonnage was mis-reported by 2% or more, or that more than 2% of the Customers were inaccurately billed, for the period under review, City may expand the scope of the audit and Contractor shall pay for additional audit costs.

8.2.7 PAYMENTS AND REFUNDS

Should an audit by the City disclose that any of the City fees payable by the Contractor were underpaid or that Customers were overcharged for the period under review, Contractor shall pay to City any underpayment of City fees and/or refund to Contractor's Customers any overcharges within sixty (60) days following the date of the audit. Contractor shall pay interest to the City for any underpayment or overcharges at an annual rate of 6%. Undercharges shall not be billed in arrears for more than ninety (90) days of service, with any remaining undercharges absorbed by Contractor. Should an audit disclose that fees were overpaid, City shall credit such amounts against future fees payable by Contractor with interest of 6%.

8.3 REPORTS

The parties acknowledge that City will require reporting by Contractor at various intervals by which information important to City can be compiled and analyzed. Throughout the Term the parties agree to work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of the reports called out below may be changed by agreement of the parties, provided any such change is approved by the City Manager in writing. Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed.

Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set rates and evaluate the efficiency of operations;
- Evaluate past and expected progress toward achieving AB 939 goals and objectives;
- Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law;
- Determine needs for adjustment to programs;
- Determine Customer compliance with SB 1383 Regulations, and any subsequent State-mandated Recycling requirements; and,
- Evaluate Customer service and complaints.

The minimum report format is included as Exhibit 7. Contractor may propose additional report formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by City. The Contractor agrees to submit all reports by electronic means in a format compatible with City's software/computers at no additional charge, if requested by City. Contractor will provide a certification statement, under penalty of perjury, by an authorized Contractor official, that the report being submitted is true and correct.

Quarterly reports shall be submitted within 30 calendar days after the end of the reporting period. Annual reports shall be submitted within sixty (60) days following the reporting year. If requested, Contractor's complaint summary, shall be sent to the Contract Administrator within five days of request.

All reports shall be submitted electronically and in an electronic format compatible with City's software/computers, at no additional charge, to City Manager and / or other City staff designated by the City Manager at e-mail addresses to be provided by City. City may additionally request hard copies, which would be delivered to:

City Manager (or designated representative)
City of Diamond Bar
21810 Copley Driver
Diamond Bar, CA 91765

8.3.1 QUARTERLY REPORTS

Quarterly reports shall contain the following information.

- A. Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste (Refuse, Recyclable and Organic Materials) and type of Customer (Single-Family Dwelling or Roll-Off Box Service) in tons, and the facilities where the tons were Processed or Disposed. Bulky Waste items shall be reported as a separate line item. This report is to be submitted in Microsoft Excel, or another software as requested by City.
- B. Diversion level for each month and the cumulative year-to-date Diversion level, where Diversion level shall be calculated as: (Discarded Materials Collected- Solid Waste Collected –Residue Disposed) / Discarded Materials Collected.
- C. Summary of Customer subscription data, including the number of accounts.

- D. Number of waivers reviewed and reverification inspections performed.
- E. Number of Warning notices issued for contaminated Recyclable and Organics Containers, and HHW improperly placed for Collection.
- F. List of Customers assessed Contamination Fees.
- G. Narrative summary of problems encountered and actions taken with recommendations for City, as appropriate.
- H. HHW Collected.
- I. Customer complaint logs as described in Section 6.2.3.
- J. Number of route reviews conducted.
- K. Copies of promotional and public education materials sent during the quarter.
- L. Record of the date and to whom the promotional and public education material was disseminated. For any mass distribution through mailings or bill inserts, provide a record of the date, the type and number of accounts that received the information.
- M. Additional information that may be requested by CalRecycle or City related to Recycling and Organics programs.

8.3.2 ANNUAL REPORTS

The Annual Report is to be essentially in the form and content of the monthly reports combined, but shall also include:

- A. A complete inventory of equipment used to provide all services (such as vehicles and Containers by size and waste stream type Container is used for).
- B. Results of route audits.
- C. Number of routes and route hours per day by type of service.
- D. Copy of Hazardous Waste Diversion records showing types and quantities, if any, of Hazardous Waste that was inadvertently Collected, but Diverted from Landfill Disposal.
- E. Copies of all public education and outreach distributed during the reporting year including the date of distribution.
- F. A narrative summary of all City-sponsored, civic, and school events attended.
- G. Copies of invoices documenting the amount of RNG used to provide services in the City. If routes are commingled with other jurisdictions, Contractor must use an allocation method to quantify the City's allocated amount.

8.3.3 FINANCIAL REPORTS

The City may, at City's option, request the Contractor's audited financial reports/statements (or parent company, if parent company submits Corporate Guaranty of Performance), and Contractor's internally prepared supplemental statement of income and expenses related

specifically to the City Diamond Bar operations, for the most recently completed fiscal year in connection with an extraordinary rate adjustment request, billing audit, Franchise Fee audit, or verification of other information required under this Agreement.

The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Contractor as a direct cost of service. In addition, Contractor shall provide to City the supplemental schedule on a compiled basis showing Contractor's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements.

8.4 REPORTING ADVERSE INFORMATION

Contractor shall provide City two copies (one to the Contract Administrator, one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

8.5 RIGHT TO INSPECT RECORDS

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its related party entities that City shall deem, in its reasonable discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Contractor's performance provided for in this Agreement. Contractor shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City's review, inspection and copying within five business days (excluding Saturday, Sunday and Designated Holidays) of receiving written notice from the City requesting the same.

8.6 FAILURE TO REPORT

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement, the Diamond Bar

City Code, or otherwise.

ARTICLE 9: REVIEW OF SERVICES AND PERFORMANCE

9.1 PERFORMANCE REVIEW MEETING

City may hold a meeting annually to review Contractor's Solid Waste Collection efforts, source reduction, Processing and other Diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Meeting"). The purpose of the Solid Waste Services and Performance Review Meeting is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, Processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Meeting shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints, results of route audits, and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Meeting.

City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Meeting at least sixty (60) days in advance thereof. Thirty (30) days after receiving notice from City of a Solid Waste Services and Performance Review Meeting, Contractor shall submit a report to City which may contain such information as it wishes to have considered, and shall contain the following:

- A. Current Diversion rates and a report on Contractor's outreach activities for the past year.
- B. Recommended changes and/ or new services to improve City's ability to meet the goals of AB 939 and to contain costs and minimize impacts on rates. A specific plan for AB 939 compliance shall be included.
- C. Any specific plans for provision for new or changed services by Contractor.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Meeting. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Meeting, and any Customer may submit comments or complaints during or before the Meeting, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Meeting.

As a result of its findings following any Solid Waste Services and Performance Review Meeting, City may require Contractor to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Meeting in order to enforce any rights or remedies it has pursuant to the terms hereof.) Should City require expanded or new services as a remedy for Contractor's failure to perform its obligations hereunder, no additional compensation shall be due for such services. Otherwise, any new or expanded services required of Contractor shall be subject to the provisions of Section 2. 10.

9.2 PERFORMANCE SATISFACTION SURVEY

If requested by the City, Contractor will create and conduct a Customer satisfaction survey at Contractor's expense. If City would like to present results at a Solid Waste Services and Performance Review Meeting, City shall notify Contractor of its desire for such a survey at least 90 days in advance of the Solid Waste Services and Performance Review Meeting. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by Contractor. The Survey will be distributed to one hundred percent (100%) of the Customers. Contractor shall obtain City's approval of the survey's content, format, and mailing list prior to its distribution. City may require that Contractor have Customer responses to the survey returned directly to City. The survey results shall be made available to the City thirty (30) days prior to the Solid Waste Services and Performance Review Meeting.

ARTICLE 10: CONTRACTOR COMPENSATION AND MAXIMUM SERVICE RATES

10.1 CONTRACTOR COMPENSATION

The maximum approved rates set forth in Exhibit 1, as more fully defined as Contractor Compensation in this Article, shall be the maximum amount that the Contractor may charge Customers, as full, entire and complete compensation due pursuant to this Agreement for all labor, equipment, materials and supplies, fees or surcharges due to the City as applicable, taxes, insurance, bonds, letters of credit, overhead, Disposal, Transfer, Processing, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

From time to time, Customers may request services for which a rate is not provided in Exhibit 1. In such cases, Contractor shall so advise the Contract Administrator and the Customer and Contractor shall negotiate a rate for the requested services. If agreement cannot be reached, the matter shall be referred to the Contract Administrator for establishment of the rate. Approved rates for requested services shall be included in Exhibit 1 in the next Rate Year.

The Contractor shall impose no other charges for services provided under this Agreement to Customers unless approved in advance in writing by the City Manager.

10.2 INITIAL RATES

The rates beginning September 1, 2025 and ending June 30, 2026 shall not exceed those set forth in Exhibit 1 hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Contractor. Contractor has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Contractor Compensation. Unless and until the maximum rates set forth on Exhibit 1 are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit 1, except as provided herein and in Section 10.3.

10.3 SCHEDULE OF FUTURE ANNUAL RATE ADJUSTMENTS

Beginning with Rates Year starting July 1, 2026 and ending on June 30, 2027 and for all subsequent Rate Years, Contractor may request an annual adjustment to the maximum rates shown in Exhibit 1. The Contractor shall submit its request in writing, to be received by City in Person or via certified mail, by the preceding March 31, and shall be based on the method of adjustment described in Section 10.4. All future adjustments are to be effective July 1 of the same calendar year, following the March 31 submission deadline. The City shall consider a failure to submit a written request by March 31 as Contractor's determination not to seek an adjustment and shall constitute a waiver by Contractor of its right to request such an increase for the subsequent Rate Year. However, the City reserves the right to initiate a rate adjustment in instances where the Contractor fails to submit a written rate adjustment request. Adjustment to the maximum rates is subject to the approval of the City Manager.

If an annual adjustment that would have resulted in a rate decrease is not implemented for any reason, the next rate adjustment will be measured based on the change in indices from the last implemented rate adjustment; the intent is to ensure subsequent rate increases shall be offset with any decrease not previously implemented.

Any rate adjustment percentage calculated using the procedure described in Section 10.4 resulting in a rate adjustment percentage greater than 5% in any Rate Year shall be capped at 5%. Any percentage amount over 5% or portion thereof in any one Rate Year will be carried over into any future Rate Year with a rate adjustment of less than 5%.

10.4 METHOD OF ADJUSTMENTS

Pursuant to Section 10.3, the Contractor may request an adjustment to the maximum rates shown in Exhibit 1 pursuant to the methodology described in Exhibit 2 and subject to review of the City. This Agreement incorporates by reference the Excel worksheet titled "Rate Adjustment Procedure" attached hereto with Exhibit 2. The Contractor agrees that the Excel worksheet shall be an integral part of this Agreement.

10.5 EXTRAORDINARY RATE ADJUSTMENTS

Contractor or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 10.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in the market value of Recyclables from the values assumed in Contractor's Proposal, inaccurate estimates by the Contractor of its proposed cost of operations, or change in wage rates or employee benefits not already adjusted in accordance with the annual adjustment pursuant to Section 10.3 and Exhibit 2. Without limiting the generality of the foregoing, Contractor may request an extraordinary adjustment based on changes in a direct per ton fee incurred or assessed at the Disposal Site or any Designated Facility due to action(s) by any federal, state, or local regulatory agencies after the effective date; a change in Applicable Law that requires additional or new Services or obligations under this Agreement; and any other extraordinary changes in operational costs outside of Contractor's reasonable control, including increased costs related to fuel and transportation, labor, and Organic Waste or Recyclable Materials market conditions not already adjusted in accordance with the annual adjustment pursuant to Section 10.3 and Exhibit 2.

Contractor shall provide justification to support the need for the adjustment. For each request for an adjustment to the maximum rates brought pursuant to this section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement. The City may request from the Contractor such further information as it deems necessary to fully evaluate the request and make its determination. Upon request by the City, Contractor shall provide a report of its annual revenues and expenses for the services provided in the City, and City shall have the right to audit this information in connection with the City's review of Contractor's rate adjustment request. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

The City may, in its sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Extraordinary rate adjustments shall only be effective after approval by City Council in compliance with California Constitution Article XIID (Proposition 218) and the Proposition 218 Omnibus Implementation Act (Govt. Code Sections 53750 et. seq.) and may not be applied retroactively.

A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 2.10.

ARTICLE 11: INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

11.1 INDEMNIFICATION OF THE CITY

11.1.1 GENERAL

To the maximum extent permitted by law, and without regard to the limits of any insurance coverage, Contractor agrees to indemnify, defend with counsel acceptable to the City, protect and hold harmless the City, its representatives, officers, agents and employees, volunteers, and assignees (collectively, "Indemnitees"), from and against any and all causes of action, claims, fines, assessments, costs (including but not limited to reasonable attorneys' and expert witness fees), losses, damages, penalties, forfeitures, demands, proceedings or suits, in law or in equity, of every kind and description, including, but not limited to, injury to and death of any Person and damage to property, injunctive relief, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with (i) violations of the commerce clause of the U.S. Constitution, AB 939, the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §9601 et seq. ("CERCLA"), HSAA, RCRA, any other Hazardous Waste laws, other federal, state or local statutes or regulations, or municipal ordinances, which arise from, challenge any validity of, or relate to the award of, this Agreement; (ii) the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence, on the part of the Indemnitees. The indemnity obligations imposed herein shall not apply to the extent that such claims or liabilities arise from the sole negligence or willful misconduct of the Indemnitees, but shall apply if the claims or liabilities are caused by the joint negligence of Contractor and other Persons, (iv) actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement, including but not limited to any challenge brought by referendum or under Proposition 218 (Calif. Const. Art. XIIIID) to challenge the City's entry into this Agreement or the setting of Solid Waste rates as set forth in this Agreement; and in connection therewith:

- A.** Contractor will defend any action or actions filed in connection with any of said claim or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- B.** Contractor will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents and employees harmless therefrom;

C. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work or services of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

D. The obligations herein are subject to the provisions and limitations in Public Resources Code sections 40059.1 and 40059.2.

Contractor's obligations hereunder shall survive the termination or expiration of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

11.1.2 HAZARDOUS MATERIAL INDEMNIFICATION

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test, treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or
2. Relates to material Collected, Transported, Recycled, Processed, treated or Disposed of by Contractor.

B. Contractor's obligations pursuant to this section shall apply, without limitation, to:

1. Any Claims brought pursuant to or based on the provisions of any Environmental Law;
2. Any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance, or operation of Contractor of any Facility;
3. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, Transportation, Disposal, Processing, or use of any materials recovered by Contractor;

4. Any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.
- C.** The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.
- D.** For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Material any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE
BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER
TERMINATION OF THIS AGREEMENT

11.1.3 AB 939 INDEMNIFICATION AND GUARANTEE

Contractor unconditionally guarantees compliance with the requirements of AB 939 as amended from time to time. Contractor shall carry out its obligations under this Agreement so that the City will meet or exceed the Diversion requirements set forth in AB 939, and all amendments thereto more fully set forth below. City and Contractor shall reasonably assist each other to meet the City's AB 939 Diversion requirements. In carrying out the provisions of this Section, Contractor agrees to perform the following obligations at its cost and expense:

- A.** Defend, with counsel reasonably acceptable to City, indemnify and hold harmless the City against all fines and/or penalties imposed by the CalRecycle, if Contractor fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;
- B.** Assist City in preparing for, and participating in, CalRecycle's biannual review of the City's source reduction and recycling element pursuant to Public Resources Code Section 41825;
- C.** Assist City in responding to inquiries from CalRecycle in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by CalRecycle relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;
- D.** Defend, with counsel reasonably acceptable to City, and indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, provided that Contractor's obligation to indemnify City shall be subject to the limitations set forth in Public Resources Code Section 40059.1(c) as may be amended from time to time;

E. In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under state law.

11.1.4 CALRECYCLE INDEMNIFICATION

Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports required by AB 939 and SB 1383 Regulations and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

11.1.5 ELECTRONIC INFORMATION INDEMNIFICATION

Contractor shall defend with counsel acceptable to City, indemnify, and hold City harmless against and from any and all related claims, including but not limited to, suits, losses, penalties, damages, responsibility for costs, regulatory fines, penalties, credit monitoring expenses, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor and any Subcontractors used in performance of this Agreement in handling or protecting Customer information over which Contractor has exclusive control, including but not limited to billing details, electronic payment(s), and Customer account information that is not readily available to the general public. Contractor shall maintain electronic files and Contractor's website in accordance with the industry best practices for maintaining such information. The indemnity obligations imposed herein shall not apply to the extent that such claims or liabilities arise from the negligence or willful misconduct of the Indemnitees or arise from information over which the Indemnitees have control.

11.1.6 CALPERS ELIGIBILITY INDEMNIFICATION

Contractor's employees, agents, or Subcontractors providing service under this Agreement shall not: (i) qualify for any compensation and benefit under CalPERS; (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid by City for CalPERS benefits; or (v) be entitled to any other CalPERS-related benefit by reason of the services provided under this Agreement that would accrue to a City employee. Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described herein.

Neither Contractor nor Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to City employees. The City will not make any Federal or State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

Contractor agrees to defend and indemnify the City for any claim, suit, or demand for tax, retirement contribution (including any contribution to CalPERS), social security, salary or wages, overtime payment, or workers' compensation payment made by Contractor or any employee of Contractor, for work performed under this Agreement.

11.2 EVALUATION OF LIABILITY

The Contractor's obligation to defend, hold harmless, and indemnify under Article 11 shall not be excused because of the Contractor's inability to evaluate an Indemnitee's liability or because the Contractor evaluates such liability and determines that the Indemnitee is not liable to the claimant. Within twenty (20) days of receiving written notice from the City of a claim for which the City is entitled to indemnity, the Contractor shall confirm to the City in writing that the Contractor will provide a defense to the claim and shall take appropriate actions to provide such defense.

11.3 SEPARATE COUNSEL

The City may elect to have and consult separate legal counsel from the Contractor at any time during the pendency of any claim at its sole discretion. The City shall be responsible for paying its separate counsel unless: (i) the City reasonably determines and notifies Contractor that separate counsel is required to represent the City during the resolution of any claim; or (ii) a court of competent jurisdiction rules that the Contractor has refused to satisfy its obligations under this Article 11. Notwithstanding the preceding sentence or the first sentence of Article 11.1, with respect to a particular claim, if the Contractor confirms to the City in writing Contractor's obligation to indemnify and defend the City, without reserving a right to later seek reimbursement from the City with respect to such claim, the City shall not object to the counsel representing it being the same counsel that represents Contractor in the defense of such claim and shall, if permitted by law, provide such written conflict-of-interest waiver as may be required for such joint representation. If the Contractor provides the aforementioned confirmation, but the City declines to consent to such joint representation, the City may retain its own counsel at its own expense, the City shall have no right of defense or reimbursement of defense costs with respect to such claim (but the City shall still be entitled to indemnity), the City shall reasonably cooperate with Contractor in the defense and settlement of such claim. If the Contractor does not provide the aforementioned confirmation, or if the Contractor provides such confirmation and the City is prohibited by law from providing such waiver, then the Contractor shall reimburse the City for the reasonable attorneys' fees and costs of the City's separate counsel with respect to such claim.

11.4 CONSIDERATION

It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement and the consideration to the City are the Solid Waste Services Contractor shall perform pursuant to this Agreement.

11.5 OBLIGATION

The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 11.8 below.

11.6 COLLECTION SERVICES SUBCONTRACTORS

Any Subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of the Contractor, or as may be allowed by this Agreement, shall comply with each term and condition of this Agreement, including each term and condition of Article 11.8 entitled "INSURANCE" or a more appropriate level of coverage as determined by the City. This applies to subcontractors performing Collection services for City facilities. Furthermore, the Contractor shall be responsible for the Subcontractor's acts, omissions and satisfactory performance of the terms and conditions of this Agreement. The Contractor shall require all Subcontractors performing Collection services under the terms of this Agreement to enter into an agreement containing the provisions set forth in this Article 11 in their entirety and Subcontractor shall fully indemnify the City in accordance with this Agreement.

11.7 SURVIVAL

Contractor's indemnity obligations shall survive the expiration or termination of this Agreement and continue until such obligations have been fully satisfied by the resolution of all claims for which indemnity obligations are owed to the City.

11.8 INSURANCE

Contractor shall procure and maintain during the entire Term the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations, or any other obligations as set forth herein.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Contractor shall maintain in force for the term of this

Agreement limits no less than:

1. Comprehensive General Liability: Ten Million Dollars (\$10,000, 000) limit aggregate and Ten Million Dollars (\$10,000,000) limit per occurrence for bodily injury, Personal injury and property damage.
2. Automobile Liability: Five Million Dollars (\$5,000,000) single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California or provide evidence of State approval to be self-insured. Employers Liability in the minimum amount of One Million (\$1,000, 000).

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

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a) The Indemnitees shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - b) Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self- insurance maintained by the Indemnitees shall be excess of Contractor' s insurance and shall not contribute with it.
 - c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Indemnitees.
 - d) Coverage shall state that Contractor'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.
2. Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Indemnitees for losses arising from work performed by Contractor for City.
3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days written notice in the event of cancellation for non-payment) by certified mail, return receipt requested, has been given to City.

E. Acceptability of Insurers. The insurance policies required by this section 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.

F. Verification of Coverage. Within thirty (30) days of the execution of this Agreement, or prior to the start of service under this Agreement, whichever comes first, Contractor shall furnish City certificates of each policy of insurance required hereunder, in form and substance satisfactory to 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 City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City.

Renewal certificates will be furnished promptly upon renewal to City to demonstrate maintenance of the required coverage throughout the Term.

G. Required Endorsements.

1. Insurance policies shall contain an endorsement in substantially the following form:

"Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation (Ten (10) days written notice in the event of cancellation for non-payment), reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765
2. "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by City, including any self-insured retention or program of self-insurance, and any other such insurance shall be considered excess insurance only."
3. "Inclusion of City as an insured shall not affect City's rights as respects any claim, demand, suit or judgment brought or recovered against Contractor. Thus policy shall protect Contractor and City in the same manner as though a separate policy had been issued to each, but this shall not operate to increase Contractor's liability as set forth in the policy beyond the amount shown or to which Contractor would have been liable if only one party had been named as an insured."

H. Other Insurance Requirements

1. In the event any services are delegated to another company or subcontractor, Contractor shall require such Contractor or subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Contractor or subcontractor's employees engaged in the work in accordance with this Section 11.8. The liability insurance required by this Section 11.8 shall cover all Contractor or

subcontractors or the Contractor or subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.8.

2. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Contractor or any Contractor or subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to City.

If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Contractor's expense, such insurance as it may deem proper and recover costs from the Contractor's Performance Bond and/or Letter of Credit provided under Sections 11.8 and 11.10.

I. Cyber Liability. Contractor will maintain cyber liability insurance with a combined single limit of not less than One Million (\$1,000,000) per event. Contractor's cyber policy must include language related to Contractor data breach. Contractor shall verify by providing City Contract Manager a copy of the Declarations Page for the policy for City review prior to the Commencement Date.

The insurance required by this subsection includes:

1. Premises Operations;
2. Independent Contractor's Protective;
3. Automobile Liability that includes Owned, Non-Owned, and Hired Motor Vehicles;
4. Broad Form Property Damage, including Completed Operations.

J. Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City.

City Manager
City of Diamond Bar
21810 Copley Driver
Diamond Bar, CA 91765

K. Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by the City, in writing, upon the request of the Contractor if the City determines such modification or waiver is in the best interest of the City considering all relevant factors, including exposure to the City.

L. Rights of Subrogation. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the City with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. The Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall

have no recourse against the City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the City is named as an additional insured shall not apply to the City.

M. Failure to Obtain Insurance. The failure of the Contractor to obtain and maintain any required insurance shall not relieve Contractor of any liability under this Agreement (and the Contractor may be answerable to the City for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

N. No Limitation of Liability. By requiring insurance herein, City does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.

11.9 FAITHFUL PERFORMANCE BOND

The Contractor shall, prior to the initial date of the term of this Agreement, execute and file with the Clerk of the Council a surety bond in the penal sum of One-Hundred Twenty-Five Thousand Dollars (\$125,000), similar to the form provided in Exhibit 5 or otherwise in a form with language that is acceptable to the City, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be released only upon written release from City per Section 11.11

11.10 FAITHFUL PERFORMANCE LETTER OF CREDIT

A. In addition to a corporate surety bond as noted in Section 11.9 above, Contractor shall furnish an irrevocable letter of credit in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000), from a financial institution acceptable to the City and in a form acceptable to the City Attorney as security for the performance of this Agreement the "LOC"). The LOC shall be the sole responsibility of Contractor, shall be unconditional and remain in force during the entire Term of the Agreement and shall be released only upon written release from City per Section 11.11.

B. As an alternative to providing the performance bond and letter of credit required under 11.9 and 11.10, Contractor may provide a letter of credit in the amount of Two-Hundred Fifty Thousand Dollars (\$250,000). The letter of credit shall be from a financial institution acceptable to the City in a form acceptable to the City Attorney as security for the performance of this Agreement. The LOC shall be the sole responsibility of Contractor, shall be unconditional and remain in force during the entire Term of the Agreement and shall be released only upon written release from City per Section 11.11.

C. As an alternative to providing the performance bond and letter of credit required under 11.9 and 11.10, Contractor may deposit funds, on terms satisfactory to City, in an interest-bearing account at an institution satisfactory to both City and Contractor. Contractor may replace any required amount of the performance bond requirement, or the LOC requirement with an equivalent deposit. The deposit shall be accessible to the City immediately without action required by Contractor. The deposit shall be accessible to the City immediately without penalty, unless the funds on deposit are increased in excess of the total Two-Hundred Fifty Thousand Dollars (\$250,000) required under Sections 11.9 and 11.10A by the maximum amount of the total potential penalty. The funds on deposit shall be the sole responsibility of the Contractor, shall be unconditional and remain on deposit during the entire Term of the Agreement and shall be withdrawn to Contractor's custody only upon written release from City per Section 11.11.

11.11 FORFEITURE OF PERFORMANCE BOND

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond forfeited to the City up to an amount which is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of the Agreement.

11.12 FORFEITURE OF LETTER OF CREDIT

Thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, the LOC or deposit may be drawn upon by City for purposes including, but not limited to:

- A. Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City
- B. Reimbursement of costs borne by City to correct violations of this Agreement not corrected by Contractor, including but not limited to the liquidated damages described in Section 13.7.

City may draw upon the entire LOC and convert it to a cash deposit, or draw upon the entire deposit, if Contractor fails to cause it to be extended or replaced with another satisfactory LOC or deposit no later than 60 days prior to its expiration during the term hereof. If City partially draws down LOC or deposit, Contractor must restore it to full amount within 30 days of City's draw. Failure to restore the LOC or deposit to its full amount within thirty (30) days shall be a material breach of the Agreement.

11.13 PERFORMANCE SECURITY BEYOND SERVICE TERM

Some Agreement requirements extend beyond the Term and other requirements, such as minimum Diversion rates per Section 5.2, will not be substantiated until after the final service date. Therefore, the Contractor shall not terminate the performance bond, letter of credit or deposit, and will renew them to ensure continuous availability to the City, until receiving a written

release from the City or until the second anniversary of the end of the Term. Permission from the City to discontinue holding these performance securities does not relieve Contractor of payments to the City that may be due, or may become due.

ARTICLE 12: CITY'S RIGHT TO CONTRACT WITH THIRD PARTIES TO PERFORM FRANCHISE SERVICES

12.1 GENERAL

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, Process, Transport, or Dispose of any or all Solid Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two business days, excluding Saturday, Sunday and Designated Holidays, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; or (2) to take possession of any or all of Contractor's equipment used in the Collection and Transportation of Solid Waste, and to use such equipment to Collect and Transport any Solid Waste generated within City which Contractor would otherwise be obligated to Collect, Transport and properly Dispose of or Process pursuant to this Agreement. Further, the City shall have access to the MRF and composting facilities used by the Contractor for the Processing, Recycling and Organics Diversion of Solid Waste produced or accumulated with the City.

Notice of Contractor's failure, refusal or neglect to Collect, Transport and properly Dispose of or Process Solid Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to Contractor within one business day, excluding Saturday, Sunday and Designated Holidays of the oral notification. Contractor further agrees that in such event:

- A.** It will take direction from City to effect the transfer of possession of equipment to City for City's use.
- B.** It will, if City so requests, keep in good repair and condition all of such equipment and provide such other service as may be necessary to maintain said property in operational condition.
- C.** City may immediately engage all or any personnel necessary or useful for the Collection and Transportation of Solid Waste then employed by Contractor.

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

13.8, City shall pay to Contractor the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Contractor has rendered bills in advance of service, for the class of service involved.

12.2 TEMPORARY POSSESSION OF CONTRACTOR'S PROPERTY

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 13.8), City may take possession of and use all of Contractor's property described above until other suitable arrangements can be made for the provision of Solid Waste Services which may include the grant of a Franchise to another waste hauling company.

12.3 BILLING AND COMPENSATION TO CITY DURING CITY'S POSSESSION

During such time that City is providing Solid Waste Services, as above provided, Contractor shall bill and Collect payment from all users of the above-mentioned services as described in Section 6.1 Contractor further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Contractor under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.

12.4 CITY'S RIGHT TO RELINQUISH POSSESSION

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Contractor and thereupon demand that Contractor resume the Solid Waste Services as provided in this Agreement, whereupon Contractor shall be bound to resume the same.

12.5 CITY'S POSSESSION NOT A TAKING

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article, 1) does not constitute a taking of private property for which compensation must be paid, 2) will not create any liability on the part of City to Contractor, and 3) does not exempt Contractor from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Contractor is not required to indemnify the City against claims and damages arising from the active negligence of the City, its elected and appointed boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

12.6 DURATION OF CITY'S POSSESSION

City's right pursuant to this Article to retain temporary possession of Contractor's facilities and equipment, and to render Collection services, shall terminate when City determines that such

services can be resumed by Contractor, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Contractor's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Contractor.

ARTICLE 13: DEFAULT AND REMEDIES

13.1 EVENTS OF DEFAULT

Contractor's breach of each and any provision of the Franchise or this Agreement may constitute a default hereunder to the extent Contractor's performance, services or obligations under this Agreement are materially and adversely impacted. Events of default by the Contractor include, but are not limited to, the following.

A. Fraud or Deceit or Misrepresentation. If the Contractor engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

B. Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

C. Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, performance bond, letter of credit, or indemnification coverage as required by this Agreement.

D. Violations of Regulation. If Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Contractor is entered.

E. Failure to Perform. If Contractor ceases to provide all or a portion of the Collection, Processing or Recycling services, or any other Solid Waste Services as required under this Agreement for a period of seven (7) consecutive days or more, unless, and only to the extent, performance is excused pursuant to Section 13.8.

F. Failure to Pay. If Contractor fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) days of the demand, with required information, reports, and/or records in a timely manner as provided for in the Agreement.

G. Failure to Cooperate with Audits. Failure to complete, perform or cooperate with any audit as described by this Agreement.

H. Failure to Submit Reports or Documentation. Failure to complete or to provide required reports or documents to City as required by this Agreement.

I. Acts or Omissions.

1. Any act or omission by Contractor relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time (AB 939), or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Contractor. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, Contractor's failure to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter shall constitute a default by Contractor.

2. Any situation in which Contractor or any of its officers, directors or employees are found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal Transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Contractor. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty as well as any admission of guilt by Contractor or any of Contractor's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge."

J. False or Misleading Statements. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be 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 Agreement.

K. Attachment. The seizure of, attachment of, or levy on, the operating equipment of Contractor, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

L. Suspension or Termination of Service. Any termination or suspension of the transaction of business by Contractor, including, without limitation, due to labor unrest including strike, work stoppage or slowdown, sick- out, picketing, or other concerted job action lasting more than seven (7) consecutive days, unless, and only to the extent, performance is excused pursuant to Section 13.8, or Section 6.1.10.

M. Failure to Provide Assurance of Performance. If Contractor fails to provide reasonable assurances of performance as required under Section 13.10.

N. Commingling of Recyclables With Refuse/Landfilling of Recyclables. If Contractor negligently or willfully empties Containers of properly set out Recyclable Materials or Organics into a Refuse load, or Transports a load of Recyclable Materials or Organics to a Landfill or other location at which the material will not be Diverted from Landfill Disposal.

O. Failure to Comply with Requirements of SB 1383 Regulations. The Contractor fails to comply with requirements of the Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement that delegate City's responsibility and/or authority under SB 1383 Regulations to Contractor.

P. Diversion Requirement. If Contractor does not reach Diversion requirements per Section 5.2 for two consecutive Rate Years.

Q. Failure to Provide and Maintain Performance Bond and/or Letter of Credit and/or Deposit. Contractor fails to restore the full balance of the Performance Bond and/ or Letter of Credit and/ or deposit required under Sections 11.9 and 11.10 to the full required value within 30 days of being depleted due to payment to City under Sections 11.11 or 11.12, or Contractor allows any of the securities at any time for any other reason to lapse or fall below required minimums for any period of time.

13.2 RIGHT TO TERMINATE UPON DEFAULT AND RIGHT TO SPECIFIC PERFORMANCE

The City may terminate this Agreement immediately upon written notice to the Contractor in the event the Contractor defaults under Article 13.1.Q entitled, "Failure to Provide and Maintain Performance Bonds and/or Letter of Credit and/or Deposit."

The Contractor shall be given ten (10) Business Days from written notification by the City to cure any default which, in the CITY's sole opinion, creates a potential public health and safety threat.

The Contractor shall be given ten (10) Business Days from written notification by the City to cure any default arising under subsections E, F, G, H, K, L, M, N, and Q in Article 13.1 provided, however, that the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

The Contractor shall be given thirty (30) calendar days from written notification by the City to cure any other default (which is not required to be cured within ten (10) Business Days); however, the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period. Failure to allege breach/default shall not constitute waiver by the City.

13.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT

Upon the Contractor's default, the City shall be entitled to unilaterally terminate this Agreement or impose other such sanctions as it shall deem proper pursuant to the provisions in this Agreement or the Diamond Bar City Code, including the following remedies.

A. Waiver of Default. The City may waive any event of default or may waive Contractor's requirement to cure a default event if the City determines that such waiver would be in the best interest of the City. The City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.

B. Suspension of the Contractor's Obligation. The City may suspend Contractor's performance of its obligations if the Contractor fails to cure default in the time frame specified in Article 13.2 until such time the Contractor can provide assurance of performance in accordance with the terms of this Agreement.

C. Liquidated Damages. The City may assess Liquidated Damages for the Contractor's failure to meet specific performance standards pursuant to Section 13.7.

D. Termination. In the event that the Contractor should default and subject to the right of the Contractor to cure, in the performance of any provisions of this Agreement, and the default is not cured for any default within ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section 13.1. E, F, G, H, K, L, M, Q and or otherwise thirty (30) calendar days after receipt of written notice of default from the City, then the City may, at its option, terminate this Agreement.

In the event the CITY decides to terminate this Agreement, the City shall serve twenty (20) calendar days written notice of its intention to terminate upon Contractor and will not be required by this Agreement to take any further action such as hold any hearing, commence legal action, or take any other action.

In the event the City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

This right of termination is in addition to any other rights of the City upon a failure of the Contractor to perform its obligations under this Agreement.

E. Other Available Remedies. The City's election of one (1) or more of the remedies described herein shall not limit the City from any and all other remedies at law and in equity including injunctive relief and / or specific performance of any breach of this Agreement.

13.4 CRIMINAL ACTIVITY

Should the Contractor or any of its officers, directors or employees be found guilty of criminal conduct related to the performance of this Contract, or of criminal conduct related to anti-trust activities, illegal Transport or Disposal of hazardous or toxic materials, or bribery of public officials, the City reserves the right to unilaterally terminate this Contract or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Contractor has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty and any admission of guilt by Contractor or

any of Contractor's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge" entered as part of any plea bargain.

13.5 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, the Contractor shall furnish the Contract Administrator with immediate access to all of its business records, including without limitation, proprietary Contractor computer systems, related to its Customers, Collection routes, and billing of accounts for Collection services in the City of Diamond Bar.

13.6 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The City's rights to terminate this Agreement under Article 13.3, and to take possession of the Contractor's records under Article 13.5 are not exclusive, and the City's termination of this Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies, including but not limited to termination, which the City may have.

13.7 LIQUIDATED DAMAGES

A. General. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service and Diversion Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid Waste Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality-of-service commitment in entering into this Agreement. 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 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 right to treat such breaches as an event of default under this Article 13, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor
Initial Here _____

City
Initial Here _____

The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the following amounts:

LIQUIDATED DAMAGES	
1. Collection Reliability	Amount
A. For each failure to commence service to a new Customer account within seven (7) days after order, which exceeds five (5) such failures annually.	\$100.00 per occurrence.
B. For each failure, which exceeds ten (10) such failures annually, to Collect Solid Waste from any established Customer account on the scheduled Collection day and not make up the Collection within the time allotted per Section 4.1.2.	\$100.00 per occurrence.
2. Collection Quality	
A. For each occurrence of noise in excess of what is permitted under Applicable Law or discourteous behavior by Contractor's employees to Customers which exceed ten (10) annually.	\$250.00 per occurrence.
B. For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually.	\$250.00 per occurrence.
C. For each failure to clean up Solid Waste spilled during Collection or Transportation within ninety (90) minutes that exceeds ten (10) such failures annually.	\$150.00 per occurrence.
D. For each occurrence of failure to verify that Customer has obtained an encroachment permit from the City prior to Contractor placing a Container in the public right-of-way as per Section 3.3.6, 3.4, and 3.5 which exceeds ten (10) such occurrences annually.	\$100.00 per occurrence.
3. Collection Responsiveness	
A. For each failure to initially respond to a Customer complaint within one (1) business day per Section 6.2.3, and for each additional day on which the complaint is not addressed, which exceed five (5) annually.	\$150 per occurrence.

LIQUIDATED DAMAGES	
B. For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within three (3) business days of request from City or Customer.	\$50 per occurrence.
C. For each failure to repair or replace a damaged or missing Container within three (3) business days of request from City or Customer in accordance with Section 4.3.1(M).	\$50 per occurrence.
D. For each violation under Section 6.2.4 (one month of excessive complaints or one quarter of excessive delays in answering customer service calls).	\$500 per occurrence.
E. For each occurrence of inaccurate information being provided to Customers by Contractor's customer service department which exceeds five (5) such occurrences annually.	\$100 per occurrence.
F. For each failure to issue a Warning Notice due to Container Contamination or Excluded Waste per Section 3.2.14 or 4.1.13 which exceeds ten (10) such occurrences annually.	\$200 per Occurrence.
4. Diversion & SB 1383 Compliance	Amount
A. Failure to deliver Collected Recyclables or Organics to the appropriate Processing Facility per Section 5.2.1.	\$250 per load.
B. Failure to report loads rejected or not delivered to the Processing Facility due to excessive contamination.	\$250 per load.
C. Failure to perform Route Reviews or Waste Audits	\$250 per event.
D. For each calendar year, beginning September 1, 2025, and ending on August 31, 2035, in which Contractor fails to provide documentation to the City within thirty (30) days of yearend, supporting that it Diverted at least 75 %, or the State -mandated Construction and Demolition Diversion percentage, whichever is greater, of all Construction and Demolition Debris loads it Collects under this Agreement.	\$25 for each ton below tonnage level necessary to meet State-mandated Construction and Demolition Diversion goal, whichever is greater.
5. Timeliness of Submissions to City	Amount
A. Any report shall be considered late until such time as a complete report is received by City in accordance with Section 8.3. For each calendar day a report is late, the daily liquidated damage amount shall be. i) Monthly Reports: ii) Quarterly Reports: iii) Annual Reports:	\$50 per day. \$75 per day. \$150 per day.
6. Accuracy of Billing	Amount
A. Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, in excess of ten (10) annually:	\$25 per occurrence

7. Customer Education and Outreach	Amount
A. Failure to complete the Initial Mailing per Section 6.3.1(A), and thereafter the Annual Brochure/Mailing per Section 6.3.1(D), by June 30 of any Rate Year.	\$1,000 per Rate Year
8. Cooperation with Service Provider Transition	
A. For each day the route list and/or Customer information requested by City in accordance with Section 14.9 is received after City-established due dates.	\$250.00 per day.
B. For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond as the time described in Section 14.9.	\$250.00 per day.

The City may determine the occurrence of events giving rise to liquidated damages through the observation by its own employees or representatives, investigation of Customer complaints or self-reporting by the Contractor.

Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

C. Amount. 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.

D. Timing of Payment. Contractor shall pay any liquidated damages assessed by City in accordance with this Agreement within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Contractor in default and terminate this Agreement pursuant to Section 13.1, or both.

13.8 SUSPENSION OF PERFORMANCE

13.8.1 FORCE MAJEURE

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages to the extent and for the period of time they are prevented from so performing by reason of floods, earthquakes, pandemics, other acts of nature, 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.

The interruption or discontinuance of Contractor's services caused by one (1) or more of the events excused shall not constitute a default by Contractor under this Agreement provided that other services delivered to properties in Diamond Bar (such as and without limitation electricity, gas, water, or Solid Waste Services) have been similarly disrupted as a direct result of the catastrophic event. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section, City may contract with another provider to perform all or part of this Agreement until such time Contractor is able to perform. If Contractor is unable to renew its performance of this Agreement for a period of thirty (30) days or more, where the City is not significantly impacted by the catastrophic event, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

13.8.2 LABOR UNREST

Labor unrest, including work stoppage or slowdown or sick-out conducted by Contractor's employees or directed at Contractor is excused from performance only to the extent that the following requirements are met:

- Contractor provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided. Plan is subject to City Manager approval and Contractor shall amend plan until it meets City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction.
- Contractor shall meet all requirements of this plan; if Contractor does not meet all requirements, City may choose to revoke this excuse from performance offered under this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 13.1, 13.2 and 13.3.

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.

The interruption or discontinuance of Contractor's services caused by labor-related events excused under this Section 13.8.2 shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor 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, City shall nevertheless have the right, at its sole discretion, to terminate this Agreement by giving ten (10) days' notice, and may contract with another party for Solid Waste Services.

13.9 DISPUTE RESOLUTION

Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this section.

13.9.1 NEGOTIATION AND MEDIATION

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within five (5) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to all Parties and shall conclude within thirty (30) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

13.9.2 CONFIDENTIALITY

All negotiations and any mediation conducted pursuant to this section shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

13.9.3 INJUNCTIVE RELIEF

Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

13.9.4 CONTINUING OBLIGATION

Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

13.9.5 FAILURE OF MEDIATION

If after good faith efforts to mediate a dispute under the terms of this Agreement the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity before a court of competent jurisdiction and with venue in Los Angeles County.

13.10 ASSURANCE OF PERFORMANCE

City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and

substance as City may require. If Contractor 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.

ARTICLE 14: OTHER AGREEMENTS OF THE PARTIES

14.1 RELATIONSHIP OF PARTIES

The parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent or Contractor shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Solid Waste Services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Companies, Subcontractors and agents. Neither Contractor nor its officers, employees, Companies, Subcontractors 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 City.

14.2 COMPLIANCE WITH LAW

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws.

14.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.4 JURISDICTION

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Los Angeles County.

14.5 ASSIGNMENT

Except as may be provided for in Article 12, neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material

breach of this Agreement.

For purposes of this section the term "assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor of any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

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

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

- A. Contractor shall pay to City in advance of consideration of any assignment a flat fee of \$250,000 for expenses for City staff costs, consultant and attorney's fees and investigation 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;
- B. Contractor shall pay the City a transfer fee equal to 1% of the gross revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months), plus the City's costs of processing and evaluating the assignment request;
- C. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- D. A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is

completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations; and,

- E. Contractor shall furnish 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 sale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with state, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (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 Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Material; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

14.6 AFFILIATED COMPANIES

Contractor's accounting records shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Contractor in other locations, or with those of an Affiliate. If Contractor enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

14.7 CONTRACTING OR SUBCONTRACTING

Contractor shall not engage any contractors or subcontractors for the Collection of Solid Waste.

14.8 BINDING ON ASSIGNS

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the Parties.

14.9 TRANSITION TO NEXT CONTRACTOR

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Solid Waste

enterprise it designates to assure a smooth transition of Solid Waste Services. Contractor's cooperation shall include, but not be limited to, providing route lists, Billing information and other operating records needed to service all Premises covered by this Agreement.

In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Contractor shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Contractor shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if parties cannot agree on a phase-out schedule and Contractor does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Contractor's Containers and seek cost reimbursement from Contractor through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall, to the maximum extent feasible, provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate, and service levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday, and Designated Holidays) prior to the first day of Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

14.10 PARTIES IN INTEREST

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

14.11 WAIVER

The waiver by either party of any breach or violation of any provisions of this Agreement 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 moneys 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 Agreement.

14.12 CONTRACTOR'S INVESTIGATION

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

14.13 NOTICE

All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes, or contemplates 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:

If to the City:

City Manager
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 92765

If to the Contractor:

David Perez
President/CEO
Valley Vista Services, Inc.
17445 East Railroad Street
City of Industry, CA 91748

The address to which communications may be delivered may be changed from time to time by a written 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.

This notice shall also be sent by e- mail to the City Manager.

14.14 REPRESENTATIVE OF THE PARTIES

All actions to be taken by City shall be taken by the City Council except as expressly provided herein. The City Council may delegate authority to the City Manager, and/ or to other City employees and may permit such employees, in turn, to delegate some or all of such authority to subordinate employees. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority so delegated to them.

Contractor shall, by the effective date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority expressly delegated to him/ her by Contractor as communicated to City.

14.15 CITY FREE TO NEGOTIATE WITH THIRD PARTIES

City may investigate all options for the Collection, Transporting, Recycling, Processing and Disposal of Solid Waste for periods during which this Agreement has expired or been terminated.

Without limiting the generality of the foregoing, City may solicit proposals from Contractor and from third parties for the provision of Solid Waste Services which are the subject of this Agreement, including without limitation Collection and Processing of Recyclable and Organic Materials, Disposal, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination of this Agreement pursuant to Section 13.2 or otherwise.

14.16 COMPLIANCE WITH MUNICIPAL CODE

Contractor shall comply with those provisions of the Diamond Bar City Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

14.17 PRIVACY

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer's waste stream 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 AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement.

14.18 PROPRIETARY INFORMATION, PUBLIC RECORDS

The City acknowledges that a number of the records and reports of Contractor are proprietary and confidential. Contractor is obligated to permit City inspection of its records on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Contractor. Notwithstanding the foregoing, any documents provided by Contractor to City that are public records may be disclosed pursuant to the California Public Records Act.

ARTICLE 15: MISCELLANEOUS AGREEMENTS

15.1 ENTIRE AGREEMENT

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals (including Contractor's Proposal), and agreements between the Parties, whether written or oral. The Parties acknowledge this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no Party or agent or attorney of any other party

has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other Party to execute this instrument.

15.2 SECTION HEADINGS

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

15.3 REFERENCES TO LAWS AND OTHER AGREEMENTS

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

15.4 INTERPRETATION

This Agreement, including the Exhibits attached hereto, 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.

15.5 AGREEMENT

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

15.6 SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and that same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement and/ or the rights and obligations of the parties hereto.

15.7 EXHIBITS

Each of Exhibits identified as Exhibit "1" through "6" is attached hereto and incorporated herein and made a part hereof by this reference.

15.8 ATTORNEYS' FEES

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding between the Parties in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover its reasonable attorney's fees and costs from the opposing Party. Attorneys' fees shall include attorney's fees on any appeal. A Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking

depositions and discovery, expert fees, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

CITY OF DIAMOND BAR

VALLEY VISTA SERVICES, INC.

By: _____
Dan Fox
City Manager

By: _____
David Perez
President

Approved as to form:

By: _____
Christopher Perez
Chief Financial Officer

By: _____
Omar Sandoval
City Attorney

ATTEST:

By: _____
Kristina Santana
City Clerk

EXHIBITS 1-7:

Exhibit 1: Maximum Monthly Rates

Exhibit 2: Rate Adjustment Procedure

Exhibit 3: List of Designated Facilities

Exhibit 4: List of Diversion Program Materials

Exhibit 5: Contractor's Faithful Performance Bond

Exhibit 6: Contractor's Proposal

Exhibit 7: Report Format

EXHIBIT 1 - MAXIMUM MONTHLY RATES

7.1.c

Single-Family Dwelling

Service Description	Prior Rates	
Single-Family Dwelling - 35G trash	\$29.89	Unit / Month
Single-Family Dwelling - 64G trash	\$35.39	Unit / Month
Single-Family Dwelling - 96G trash	\$40.11	Unit / Month
Single-Family Dwelling - 35G trash-senior	\$23.91	Unit / Month
Single-Family Dwelling - 64G trash-senior	\$31.46	Unit / Month
Single-Family Dwelling - 96G trash-senior	\$32.09	Unit / Month
Additional charge for 35G trash beyond (1) one	\$5.98	Unit / Month
Additional charge for 64G trash beyond (1) one	\$7.08	Unit / Month
Additional charge for 96G trash cart beyond (1) one. ²	\$8.02	Unit / Month
Additional charge for recyclables cart beyond (2) two ³	\$2.48	Unit / Month
Additional charge for organics cart beyond (2) two. ⁴	\$7.08	Unit / Month
Additional charge for backyard service. ⁵	\$6.00	Unit / Month
Additional charge for refuse cart overage beyond two (2) annual pickup events and one (1) year-end pickup. ⁶	\$7.08	Per Event
Cart Overage Charge for overflowing container upon second and subsequent occurrence in 3-month period	\$7.08	Per Event
Bulky Item Pickup - beyond four (4) pickup collection events per calendar year ⁷	\$45.00	Per Event
Contamination Fee upon third and subsequent occurrence in 12-month period	\$10.00	Per Event
Damaged Cart Replacement ⁸	\$100.00	Per Cart
Cart Exchange after free after free-exchange period.	\$25.00	Per Cart

NOTES

- Standard Service includes three (3) carts; One each for refuse, recycling, and organics. The Monthly Rate is based on the refuse cart size chosen by the customer. Customers may choose 35, 64, or 96-gallons carts for recycling and/or organics. Default sizes for all three waste streams are 64 gallon.
- Standard Service includes one (1) cart for trash. Customers may order additional trash carts at an additional charge.
- Standard Service includes up to two (2) carts for recyclables. Customers may order additional recyclables carts at an additional charge. This rate will apply to any size cart.
- Standard Service includes up to two (2) carts for organics. Customers may order additional organics carts at an additional charge.
- Contractor shall roll out and return carts for any Customer who is legally or medically recognized as disabled at no additional charge.
- Contractor may charge for additional pickups beyond two annual pickups per calendar year and an end-of-year pickup for trash.
- Contractor may charge for additional bulky item pickups beyond four annual pickups per calendar year. Customers may put out up to 3 cubic yards of material at each pickup event.
- Contractor may charge for replacement of carts if due to provable negligence.

EXHIBIT 1 - MAXIMUM MONTHLY RATES**Residential Bins**

TRASH CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
1.5 cubic yard	\$165.98	\$305.13	\$457.69	\$610.26	\$714.49	\$811.48	\$43.98
2 cubic yard	\$176.57	\$326.29	\$489.44	\$652.58	\$767.40	\$874.96	\$47.98
3 cubic yard	\$197.73	\$368.62	\$552.93	\$737.23	\$873.21	\$1,001.94	\$55.56
RECYCLING CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
1.5 cubic yard	\$82.99	\$152.57	\$228.85	\$305.13	\$357.25	\$405.74	\$21.99
2 cubic yard	\$88.29	\$163.15	\$244.72	\$326.29	\$383.70	\$437.48	\$23.99
3 cubic yard	\$98.87	\$184.31	\$276.47	\$368.62	\$436.61	\$500.97	\$27.78
ORGANICS CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
1.5 cubic yard	\$165.98	\$305.13	\$457.69	\$610.26	\$714.49	\$811.48	\$43.98
2 cubic yard	\$176.57	\$326.29	\$489.44	\$652.58	\$767.40	\$874.96	\$47.98
3 cubic yard	\$197.73	\$368.62	\$552.93	\$737.23	\$873.21	\$1,001.94	\$55.56
OTHER SERVICES							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	
Scout Service	\$83.81	\$199.69	\$299.54	\$399.39	\$499.23	\$599.07	
Container Lock Charge	\$15.50						
Enclosure Lock Charge	\$15.50						
Sunday Service - Each Service	\$75.00						
Valet Service for Carts	\$6.00						

NOTES

Subscription to a trash bin shall include up to 2 Recycling and 2 Organics 96-Gal Carts.

Alternatively, customer may choose Recycling Bin Service or Organics Bin at an additional charge.

EXHIBIT 1 - MAXIMUM MONTHLY RATES
Roll Off Box Other Services

ROLL OFF BOX HAULING SERVICE		Rate
Roll off boxes and compactors (all sizes). Includes delivery and removal.	\$280.00	per haul
Roll off boxes and compactors (all sizes). Includes delivery and removal. Customer owned equipment.	\$280.00	per haul
ROLL OFF BOX DISPOSAL / PROCESSING / OTHER FEES		Rate
Solid waste (transfer only - no processing)	\$93.99	per ton
Solid waste processing (MRF) ¹	\$110.99	per ton
Commingled recyclables processing	\$65.00	per ton
Segregated green waste	\$117.67	per ton
Segregated food waste	\$117.67	per ton
Organics	\$117.67	per ton
C&D processing ²	\$93.99	per ton
Roll-off box cleaning beyond one (1) per year.	\$150.00	per event
Redelivery/Return trip/Dry run	\$195.00	per event
Temporary roll-off daily rental after 7 days with no dump	\$35.00	per day
Relocation fee	\$175.00	per event
Sunday service surcharge	\$75.00	per event
TEMPORARY BIN SERVICE		Rate
3 CY bin - deliver, pickup and one dump	\$167.00	per event
3 CY bin additional dump	\$60.00	per event
6 CY bin - deliver, pickup and one dump	\$206.00	per event
6 CY bin additional dump	\$68.00	per event
Daily rental after 7 days	\$35.00	per haul
BULKY ITEM COLLECTION		Rate
MFD bulky item pickup - beyond four (4) pickup collection events per year.	\$40.00	per haul
OTHER FEES		Rate
Bin cleaning bin fee beyond one (1) per year.	\$68.00	per event
Enclosure clean-out fee due to overflowing containers.	\$80.00	per event
Bin Exchange beyond once per Agreement Year	\$125.00	per event
Contamination fee upon third and subsequent occurrence in 12-month period.	\$75.00	per event
Late payment charge (unpaid balance each month after 30 days past due date)	1.50%	per month
Emergency service - 1 Crew & 1 Truck	\$125.00	per hour

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Applications for rate adjustments shall be prepared in accordance with the procedures provided herein together with an Excel Worksheet entitled Exhibit 2 Rate Adjustment Procedure.

The rate adjustment calculation shall be prepared by completing the separate tabs in the Excel Worksheet; Tab 1A – SFD Carts and Bins, TAB 1B – Roll Off Box Hauling, Tab 1C – Other Services, and Tabs 2A, 2B and 2C which contain the previous period rates. Tabs 3A – Adjusted SFD Rates, Tab 3B – Adjusted Bin Rates, and 3C – Adjusted Roll Off & Other Rates will automatically calculate the adjusted rates based on the input into the previous worksheets.

1. Procedure for SFD Carts & Bins – TAB 1A

Step One: Calculate Collection Component Percentage Change.

Table 1 – Tab 1A Example of Step One

STEP ONE: Calculate Collection Component Percentage Change							
Row	Cost Category	A Previous Period Index Value ¹	B New Index Value ²	C Percent Change in Index (COL B - COL A) / COL A	D Component Weighting ³	E Weighted Percentage Change (COL C * COL D)	F Index Source
1	Labor	26.2500	27.0400	3.0095%	19.3400%	0.5820%	Note 12
2	Fuel	299.7508	270.7215	-9.6845%	1.1800%	-0.1143%	
3	Equipment	156.7432	160.3549	2.3042%	9.7200%	0.2240%	
4	Other (Except Material Handling)	305.4580	316.9430	3.7599%	35.1400%	1.3212%	
5	Total Collection Component				65.380%	2.0130%	

The Collection Cost Component shall be calculated based on the following Cost Categories and Indices.

Cost Category	Index
Labor	Driver rates based on labor agreement.
Fuel	Producer Price Index WPU05522101 – Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted.
Equipment	Producer Price Index PCU33612-33612 – Industry data for Heavy duty truck manufacturing, not seasonally adjusted.
All Other	Consumer Price Index CUURS49ASA0L1E – All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted.

The following procedural steps are for completing Step One in Tab 1A – SFD Carts & Bins (refer to Table 1 above.)

- 1) In Column A, enter the “Previous Period Index Value” for each cost category. The values in this worksheet serve as an example only. For Rate Year July 1, 2026 rate adjustment application, the "Previous Period Index Value" shall be the annual average values of the indices for the year ending December 2025. (Refer to Section 4 for example of annual average calculation)

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Index Value" shall be the indices values from the previous year's rate adjustment application Column B.

- 2) In Column B, enter the "New Index Value" for each cost category. The "New Index Value" shall be the annual average values of the indices ending December of the prior year.
- 3) In Column D, enter the "Component Weighting" for each cost category. The values entered in Table 1, Column D were derived from the Contractor's proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For Subsequent rate adjustment applications beginning with Rate Year July 1, 2027, "Component Weightings" shall be as calculated in Step 6.

Step Two: Calculate Material Handling Component Percentage Change.

Table 2 – Tab 1A Example of Step Two

STEP TWO: Calculate Material Handling Component Percentage Change					
		G	H	I	
	Cost Component	Previous Period Index Value ⁴	New Index Value ⁵	Percent Change in Index (COL H - COL G) / COL G	
6	Material Handling	87.26	90.00	3.1400%	

The following procedural steps are for completing Step Two in Tab 1A – SFD Carts & Bins (refer to Table 2 above).

- 1) In Column G, enter the "Previous Period Index Value" for the material handling. The values in this worksheet serve as an example only. For the Rate Year July 1, 2026 rate adjustment application, the "Previous Period Index Value" shall be the per ton tipping fee in effect at Puente Hills MRF in December 2025.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Index Value" for the material handling component shall be the per ton tipping fee from the previous year's rate adjustment application Column H.

- 2) In Column H, enter the "New Index Value" for the material handling component. The "New Index Value" shall be the per ton tipping fee in effect at Puente Hills MRF in December of the previous year.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Step Three: Calculate Material Handling Component Index.

Table 3 – Tab 1A Example of Step Three

STEP THREE: Calculate Material Handling Component Index								
		J	K	L	M	N	O	P
Row	Material Handling Facilities ⁶	Previous Period Tipping Fee ⁷	Previous Period Tonnage ⁸	Previous Period Material Handling Cost (COL J * COL K)	Percent Change in Index (COL I Row 6)	Adjusted Tipping Fee (COL J * COL M)	12 Month Period Ending December Tonnage ⁹	New Material Handling Cost (COL N * COL O)
7	GCR&T Refuse Transfer to El Sobrante	\$63.48	14,643.0	\$929,537.64	3.1400%	\$65.47	14,311.2	\$936,998.85
8	GCR&T Recyclables Processing	\$120.66	3,640.0	\$439,202.40	3.1400%	\$124.45	3,971.8	\$494,290.62
9	GCR&T Organics Transfer to Agromin	\$100.79	6,541.0	\$659,267.39	3.1400%	\$103.95	6,541.0	\$679,968.66
10	Unused							\$0.00
11	Totals		24,824.0	\$2,028,007.43			24,824.0	\$2,111,258.12
12	Material Handling Index Value	Prior Period (L11 / K11) >>		\$81.6954	New Value (P11 / O11) >>			\$85.0491

The following procedural steps are for completing Step Three in Tab 1A – SFD Carts & Bins (refer to Table 3 above.)

- 1) Material handling facilities listed in Table 3 above are the material handling facilities planned for use under this agreement as proposed by Contractor in their Proposal.
- 2) In Column J, enter the Previous Period Tipping Fee for the material handling facilities. The values entered in Table 3, Column K were provided by the Contractor in their Proposal and proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Tipping Fee" values shall be the values from the previous year's rate adjustment application Column N.
- 3) In Column K, enter the Previous Period Tonnage delivered to each of the material handling facilities. The values entered in Table 3, Column K were provided by the Contractor in their Proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.
- 4) In Column O, enter the total tons delivered to each facility for the previous 12-month period ending December 31st.

Step Four: Calculate Percentage Change in Weighted Material Handling Component Index.

Table 4 – Tab 1A Example of Step Four

STEP FOUR: Calculate Percentage Change in Weighted Material Handling Index						
		Q	R	S	T	U
Row	Cost Component	Previous Index Value (COL L, ROW 12)	New Index Value (COL P, ROW 12)	Percent Change in Index (COL Q - COL R) / COL Q	Component Weighting ¹⁰	Weighted Percentage Change
13	Material Handling Component	81.6954	85.0491	4.1050%	34.6200%	1.4212%

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

The following procedural steps are for completing Step Four in Tab 1A – SFD Carts & Bins (refer to Table 4 above).

- 1) In Column T, Row 13, enter the Component Weighting for material handling.

The value entered in Table 4, Column T was derived from the Contractor's Proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Component Weighting" for the material handling component shall be as calculated in Step 6.

Step Five: Calculate The Permitted Percentage Rate Change.

Table 5 – Tab 1A Example of Step Five

STEP FIVE: Calculate the Permitted Percentage Rate Change						
		V	W	X	Y	Z
Row	Cost Component	This Period Percentage Rate Adjustment	Allowed Carry Over Previous Period(s)	Total Allowed Percentage Rate Adjustment (COL V + COL W)	Maximum 5% any Rate Year (Next Periods Carryover) ¹¹	Total Permitted Percentage Rate Adjustment (COL X - COL Y) ¹¹
14	Collection Component	2.013%				
15	Material Handling Component	1.421%				
16	Total	3.430%	0.000%	3.4300%	0.0000%	3.4300%

The following procedural steps are for completing Step Five in Tab 1A – SFD Carts & Bins (refer to Table 5 above).

- 1) Enter any "Allowed Carry Over" percentage from prior period(s) into Column W, Row 16.
- 2) The permitted percentage rate adjustment is calculated in Column Z, Row 16.

Step Six: Calculate Cost Component Weightings For Future Rate Adjustment Calculations.

Table 6 – Tab 1A Example of Step Six

STEP SIX: Calculate the Cost Components Weighting for Future Rate Adjustment Calculation						
		AA	AB	AC	AD	AE
Row	Cost Component	Component Weighting This Period	Percentage Change as Applied to Rate Adjustment	Increase in Cost Components (COL AA * COL AB)	Cost Component Increased (COL AA + COL AC)	Cost Components Reweighted to Equal 100% for Future Adjustments
17	Labor	19.3400%	0.5820%	0.1126%	19.4526%	19.2430%
18	Fuel	1.1800%	-0.1143%	-0.0013%	1.1787%	1.1660%
19	Equipment	9.7200%	0.2240%	0.0218%	9.7418%	9.6368%
20	Other (Except Material Handling	35.1400%	1.3212%	0.4643%	35.6043%	35.2206%
21	Material Handling Component	34.6200%	1.4212%	0.4920%	35.1120%	34.7337%
22	Total	100.0000%	3.4341%	1.0893%	101.0893%	100.0001%

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

In step six, the component weights are automatically reset to equal 100% for use in the subsequent rate adjustment.

2. Procedure for Roll Off Box Hauling – Tab 1B

Step One: Calculate Collection Component Percentage Change.

Table 7 – Tab 1B Example of Step One

STEP ONE: Calculate Hauling Component Percentage Change							
		A	B	C	D	E	F
Row	Cost Category	Previous Period Index Value ¹	New Index Value ²	Percent Change in Index (COL B COL A) / COL A	Component Weighting ³	Weighted Percentage Change (COL C * COL D)	Index Source
1	Labor	26.2500	27.0400	3.0095%	19.3400%	0.5820%	Note 5
2	Fuel	299.7508	270.7215	-9.6845%	1.1800%	-0.1143%	
3	Equipment	156.7432	160.3549	2.3042%	9.7200%	0.2240%	
4	Other (Except Material Handling)	305.4580	316.9430	3.7599%	35.1400%	1.3212%	
5	Total Hauling Component				65.3800%	2.0130%	

The Hauling Cost Component shall be calculated based on the following Cost Categories and Indices.

Cost Category	Index
Labor	Driver rates based on labor agreement.
Fuel	Producer Price Index WPU05522101 – Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted.
Equipment	Producer Price Index PCU33612-33612 – Industry data for Heavy duty truck manufacturing, not seasonally adjusted.
All Other	Consumer Price Index CUURS49ASA0L1E – All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted.

The following procedural steps are for completing Step One in Tab 1B – Roll Off Box Hauling (refer to Table 7 above).

- 1) In Column A, enter the “Previous Period Index Value” for each cost category. The values in this worksheet serve as an example only. For Rate Year July 1, 2026 rate adjustment application, the “Previous Period Index Value” shall be the annual average values of the indices for the year ending December 2025.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the “Previous Period Index Value” shall be the indices values from the previous year’s rate adjustment application Column B.

- 2) In Column B, enter the “New Index Value” for each cost category. The “New Index Value” shall be the annual average values of the indices ending December of the prior year.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

- 3) In Column D, enter the “Component Weightings” for each cost category. The values entered in Table 7, Column D were derived from the Contractor’s proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For Subsequent rate adjustment applications, "Component Weightings" shall be as calculated in Step 3.

Step Two: Calculate The Permitted Percentage Rate Change.

Table 8 – Tab 1B Example of Step Two

STEP TWO: Calculate the Permitted Percentage Rate Change						
		G	H	I	J	K
Row	Cost Component	This Period Percentage Rate Adjustment	Allowed Carry Over Previous Period(s)	Total Allowed Percentage Rate Adjustment (COL G + COL H)	Maximum 5% any Rate Year (Next Periods Carryover) ⁴	Total Permitted Percentage Rate Adjustment (COL X - COL Y) ⁴
6	Hauling Component	2.0100%	0.0000%	2.0100%	0.0000%	2.0100%

The following procedural steps are for completing Step Two in Tab 1B – Roll Off Box Hauling (refer to Table 8 above).

- 1) Enter any “Allowed Carry Over” percentage from prior period(s) into Column H, Row 6.
- 2) The permitted percentage rate adjustment is calculated in Column K, Row 6.

Step Three: Calculate Cost Component Weightings For Future Rate Adjustment Calculations.

Table 9 – Tab 1B Example of Step Three

STEP THREE: Calculate the Cost Components Weighting for Future Rate Adjustment Calculation						
		L	M	N	O	P
Row	Cost Category	Component Weighting This Period	Percentage Change as Applied to Rate Adjustment	Increase in Cost Components (L * M)	Cost Component Increased (L + N)	Cost Components Reweighted to Equal 100% for Future Adjustments
7	Labor	19.3400%	0.5820%	0.1126%	19.4526%	29.4837%
8	Fuel	1.1800%	-0.1143%	-0.0013%	1.1787%	1.7865%
9	Equipment	9.7200%	0.2240%	0.0218%	9.7418%	14.7653%
10	Other	35.1400%	1.3212%	0.4643%	35.6043%	53.9645%
11	Total	65.3800%	2.0130%	0.5973%	65.9773%	100.0000%

In step three, the component weights are automatically reset to equal 100% for use in the subsequent rate adjustment.

3. Procedure for Other Services – Tab 1C

The following procedure applies for Tab 1C – Other Services. Other services are those that do not have a material handling component such as scout service, container lock, bin cleaning service, etc.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Step One: Calculate Service Cost Component Percentage Change

Table 10 – Tab 1C Example of Step One

STEP ONE: Calculate Percentage Change in Index							
		A	B	C	D	E	F
Row	Cost Category	Previous Period Index Value ¹	New Index Value ²	Percent Change in Index (COL B - COL A) / COL A	Component Weighting ³	Weighted Percentage Change (COL C * COL D)	Index Source
1	Labor	26.2500	27.0400	3.0095%	19.3400%	0.5820%	Note 5
2	Fuel	299.7508	270.7215	-9.6845%	1.1800%	-0.1143%	
3	Equipment	156.7432	160.3549	2.3042%	9.7200%	0.2240%	
4	Other (Except Material Handling)	305.4580	316.9430	3.7599%	69.7600%	2.6229%	
5	Totals				100.000%	3.3147%	

The Service Component shall be calculated based on the following Cost Categories and Indices.

Cost Category	Index
Labor	Driver rates based on labor agreement.
Fuel	Producer Price Index WPU05522101 – Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted.
Equipment	Producer Price Index PCU33612-33612 – Industry data for Heavy duty truck manufacturing, not seasonally adjusted.
All Other	Consumer Price Index CUURS49ASA0L1E – All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted.

The following procedural steps are for completing Step One in Tab 1C – Other Services (refer to Table 10 above).

- 1) In Column A, enter the “Previous Period Index Value” for each cost category. The values in this worksheet serve as an example only. For Rate Year July 1, 2026 rate adjustment application, the "Previous Period Index Value" shall be the annual average values of the indices for the year ending December 2025.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Index Value" shall be the indices values from the previous year's rate adjustment application Column B.

- 2) In Column B, enter the "New Index Value" for each cost category. The “New Index Value” shall be the annual average values of the indices ending December of the prior year.
- 3) In Column D, enter the “Component Weightings” for each cost category. The values entered in Table 10, Column D were derived from the Contractor’s proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

For Subsequent rate adjustment applications, "Component Weightings" shall be as calculated in Step 3.

Step Two: Calculate The Permitted Percentage Rate Change.

Table 11 – Tab 1C Example of Step Two

STEP TWO: Calculate the Permitted Percentage Rate Change						
		G	H	I	J	K
Row		This Period Percentage Rate Adjustment	Allowed Carry Over Prior Period(s)	Total Allowed Percentage Rate Adjustment (COL G + COL H)	Maximum 5% any Rate Year (Next Period Carryover) ⁴	Total Permitted Percentage Rate Adjustment (COL I - COL J) ⁴
6	Service Component	3.100%	0.000%	3.100%	0.000%	3.100%

The following procedural steps are for completing Step Two in Tab 1C – Other Services (refer to Table 11 above).

- 1) Enter any "Allowed Carry Over" percentage from prior period(s) into Column H, Row 6.
- 2) The permitted percentage rate adjustment is calculated in Column K, Row 6.

Step Three: Calculate Cost Component Weightings For Future Rate Adjustment Calculations.

Table 12 – Tab 1C Example of Step Three

STEP THREE: Calculate the Cost Components Weighting for Future Rate Adjustment Calculation						
		L	M	N	O	P
Row	Cost Category	Component Weighting This Period	Percentage Change as Applied to Rate Adjustment	Increase in Cost Components (COL L * COL M)	Cost Component Increased (COL L + COL N)	Cost Components Reweighted to Equal 100% for Future Adjustments
7	Labor	21.5000%	0.6470%	0.1391%	21.6391%	21.2827%
8	Fuel	2.3000%	-0.2227%	-0.0051%	2.2949%	2.2571%
9	Equipment	13.0000%	0.2995%	0.0389%	13.0389%	12.8242%
10	Other (Except Material Handling)	63.2000%	2.3763%	1.5018%	64.7018%	63.6361%
11	Total	100.0000%	3.1001%	1.6747%	101.6747%	100.0001%

In step three, the component weights are automatically reset to equal 100% for us in the subsequent rate adjustment.

4. Procedure for Calculating Adjusted Rates – Tab 2A, 2B, and 2C

Step One: Enter the previous period SFD Rates into Tab 2A

Step Two: Enter the previous period Bin Rates into Tab 2B

Step Three: Enter the previous period Roll Off and Other Rates into Tab 2C

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

For Rate Year July 1, 2026 rate adjustment application, the previous period rates shall be the approved rates for rate year 2024/2025. For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the previous period rates shall be the prior Rate Year's approved rates.

Upon completion of the procedures established in Sections 1 through 4, the maximum rates will calculate automatically in Tab 3A – Adjusted SFD Rates, Tab 3B – Adjusted Bin Rates, and 3C – Adjusted Rolloff and Other Rates.

5. Average Annual Change in Published Indices

Fuel Index

The fuel rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year. The Bureau of Labor Statistics publishes the Producer Price Index for Fuels and Related Products and Power – Natural Gas.

In the example below, the average annual index for the 12 months ended December 2023 of 270.7215 is the “New Index Value” for Fuel and it is to be entered into Column B, Row 2 of the Rate Adjustment Procedure worksheet Tabs 1A – SFD Carts & Bins, 1B – Roll Off Box Hauling, and 1C – Other Services.

The average annual index for the 12 months ended December 2022 of 299.7508 is the “Previous Period Index Value” for fuel and it is to be entered into Column A, Row 2 of the Rate Adjustment Procedure worksheet Tabs 1A – SFD Carts & Bins, 1B – Roll Off Box Hauling, 1C – Other Services.

This would result in a -9.6845% decrease to the Fuel cost category of the rates as calculated in Column C, Row 2 in Tabs 1A, 1B, and 1C.

PPI Commodity Data

Series Id: WPU05522101

Not Seasonally Adjusted

Series Title: PPI Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted

Group: Fuels and related products and power

Item: Commercial natural gas, Pacific

Base Date: 199012

Source: <https://data.bls.gov/timeseries/WPU05522101>

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

PPI Commodity Data
Series Id: WPU05522101

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	195.0000	202.2000	216.3000	209.1000	206.2000	201.6000	203.1000	197.1000	195.3000	191.4000	193.6000	198.3000	200.7667
2015	196.6000	189.8000	183.1000	175.0000	169.3000	173.6000	173.5000	174.9000	171.0000	170.4000	171.1000	171.1000	176.6167
2016	173.1000	171.4000	164.2000	163.2000	161.4000	161.7000	170.3000	176.5000	176.5000	178.5000	183.4000	184.5000	172.0583
2017	192.1000	190.7000	188.5000	188.8000	188.1000	190.2000	187.4000	187.3000	185.8000	184.8000	190.9000	194.0000	189.0500
2018	193.1000	201.0000	195.8000	190.5000	184.6000	183.7000	185.1000	188.9000	186.1000	185.1000	191.3000	203.0000	190.6833
2019	203.5000	199.7000	198.5000	193.8000	187.0000	186.6000	185.4000	188.5000	184.4000	185.6000	190.9000	193.4000	191.4417
2020	195.1000	191.2000	187.3000	180.7000	178.8000	180.7000	178.5000	181.4000	185.6000	184.8000	200.8000	202.2000	187.2583
2021	206.2000	208.3000	212.7000	213.9000	215.9000	222.1000	223.6250	232.5240	238.5540	254.8440	267.3180	267.6130	230.2982
2022	269.8120	267.5040	265.5180	273.0230	291.6530	317.0510	306.7300	321.1900	330.3090	317.9990	312.2300	323.9900	299.7508
2023	364.2930	318.3540	282.9800	260.5790	244.8270	242.0070	246.6130	251.0810	245.7170	250.4990	269.6930	272.0150	270.7215
2024	272.211(P)	273.192(P)											
Percent Change in Index (270.72150 - 299.7508) / 299.7508													-9.6845%
P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.													

Equipment Index

The PPI rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year.

In the example below, the average annual index for the 12 months ended December 2023 of 160.3549 is the “New Index Value” for Equipment and it is to be entered into Column B, Row 3 of the Rate Adjustment Procedure worksheet Tabs 1A – SFD Carts & Bins, 1B – Roll Off Box Hauling, 1C – Other Services.

The average annual index for the 12 months ended December 2022 of 156.7432 is the “Previous Period Index Value” for Equipment and it is to be entered into Column A, Row 3 of Tab 1A – SFD Carts & Bins, 1B – Roll Off Box Hauling, 1C – Other Services.

This would result in a 2.3042% increase to the Equipment cost category of the rates as calculated in Column C, Row 3 of Tabs 1A, 1B, and 1C.

PPI Industry Data

Series Id: PCU33612-33612-
Series Title: PPI industry data for Heavy duty truck manufacturing, not seasonally adjusted
Industry: Heavy duty truck manufacturing
Product: Heavy duty truck manufacturing
Base Date: 200312
Source: <https://data.bls.gov/>

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

PPI Industry Data

Series Id: PCU33612-33612-

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	138.8000	139.2000	139.3000	139.1000	139.1000	139.1000	139.1000	139.4000	139.4000	139.6000	139.7000	139.6000	139.2833
2015	140.7000	140.9000	141.9000	141.9000	141.7000	141.7000	142.3000	142.4000	142.4000	142.5000	142.7000	142.9000	142.0000
2016	144.3000	144.3000	144.2000	144.6000	144.8000	144.6000	144.6000	144.8000	145.2000	145.0000	145.2000	145.4000	144.7500
2017	147.8000	147.6000	147.4000	148.2000	148.2000	147.3000	147.6000	147.7000	147.4000	147.0000	147.4000	147.5000	147.5917
2018	147.6000	148.5000	148.7000	148.5000	148.8000	148.8000	149.2000	150.3000	150.3000	150.3000	150.3000	150.3000	149.3000
2019	150.5000	150.5000	150.5000	150.5000	150.5000	150.5000	151.1000	151.1000	151.1000	151.1000	151.1000	151.1000	150.8000
2020	151.8000	151.8000	151.8000	151.8000	151.8000	151.8000	152.6000	152.6000	152.6000	152.7000	152.7000	152.9000	152.2417
2021	152.9000	152.9000	153.0000	153.1000	153.2000	153.4000	153.4500	153.7860	153.7860	153.8380	154.0220	154.0220	153.4503
2022	154.6460	154.7010	154.7010	154.7010	156.8450	157.5270	157.5460	157.6830	157.7430	158.1470	158.2320	158.4460	156.7432
2023	158.5920	159.4920	159.4940	159.6290	159.8490	160.3320	160.9030	160.9040	161.1860	161.2230	161.2880	161.3670	160.3549
2024	161.367(P)	161.633(P)											
Percent Change in Index (160.3549 - 156.7432) / 156.7432													2.3042%

CPI Index

The CPI rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year.

In the example below, the average annual index for the 12 months ended December 2023 of 316.9430 is the “New Index Value” for Other (Except Material Handling) and is to be entered into Column B, Row 4, of the Rate Adjustment Procedure worksheet Tabs 1A – SFD Carts & Bins, 1B – Roll Off Box Hauling, and 1C – Other Services.

The average annual index for the 12 months ended December 2022 of 305.4580 is the “Previous Period Index Value” for “Other (Except Material Handling)” and is to be entered into Column A, Row 4 of the Rate Adjustment Procedure worksheet Tabs 1A – SFD Carts & Bins, 1B – Roll Off Box Hauling, and 1C – Other Services.

This would result in a 3.7599% increase to the Other (Except Material Handling) cost category of the rates as calculated in Column C, Row 4 of Tabs 1A, 1B, and 1C.

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49ASA0L1E

Not Seasonally Adjusted

Series Title: All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items less food and energy

Base Period: 1982-84=100

Source: <https://data.bls.gov/timeseries/CUURS49ASA0L1E>

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Consumer Price Index for All Urban Consumers (CPI-U)													
Series Id: CUURS49ASA0L1E													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	239.084	239.908	240.322	240.507	240.366	240.46	240.981	241.574	242.016	242.36	241.842	241.491	240.90900
2015	242.003	242.806	243.957	244.138	244.8	245.236	245.394	245.896	246.488	247.539	248.12	248.14	245.37600
2016	249.652	251.059	251.438	251.672	253.179	253.074	253.042	253.775	253.898	254.388	253.711	253.882	252.73100
2017	256.209	257.518	257.903	258.472	258.872	258.924	260.02	260.698	261.277	262.829	262.656	262.96	259.86200
2018	264.641	266.332	267.434	267.945	268.532	268.094	268.484	268.939	271.259	271.982	271.552	270.898	268.84100
2019	273.579	273.716	274.954	276.185	276.421	277.384	277.59	278.131	278.935	279.732	279.781	278.812	277.10200
2020	281.022	282.124	280.815	280.885	281.34	282.329	283.839	283.752	282.712	283.055	283.873	282.907	282.38800
2021	282.846	282.86	283.389	286.255	287.323	288.958	290.279	290.327	291.056	292.702	294.154	295.428	288.79800
2022	298.501	299.588	300.952	302.803	304.024	306.206	306.958	308.463	309.292	310.31	309.578	308.824	305.45800
2023	312	313.159	313.828	316.523	317.11	318.489	317.529	319.163	319.091	318.577	318.392	319.457	316.94300
2024	323.601	325.02											
Percent Change in Index (316.9430 - 305.4580) / 316.9430													3.7599%

EXHIBIT 3 – LIST OF DESIGNATED FACILITIES

Contractor designates the following Solid Waste Facilities for Solid Waste Collected in CITY.

1. Transfer Facilities

- a. Grand Central Recycling and Transfer Station (SWIS #: 19-AA-1042) 999 Hatcher Avenue Industry, CA 91748 is the primary facility for delivery and transfer of solid waste collected in the City.

2. Mixed Recycling Facility

- a. Grand Central Recycling and Transfer Station (SWIS #: 19-AA-1042) 999 Hatcher Avenue Industry, CA 91748 is the primary facility for delivery and transfer of solid waste collected in the City.

3. Organic Waste Facility

- a. Grand Central Recycling and Transfer Station (SWIS #: 19-AA-1042) 999 Hatcher Avenue Industry, CA 91748 is the primary facility for delivery and transfer of solid waste collected in the City.
- b. Agromin (need specific location(s))

4. Construction and Demolition Waste

- a. Grand Central Recycling and Transfer Station (SWIS #: 19-AA-1042) 999 Hatcher Avenue Industry, CA 91748 is the primary facility for delivery and transfer of solid waste collected in the City.

5. Disposal Facilities

- a. El Sobrante Landfill (SWIS #: 33-AA-0217), 10910 Dawson Canyon Rd, Corona, CA, 92883 is the primary facility for the delivery and disposal of solid waste collected in the City.
- b. Olinda Alpha Landfill (SWIS(30-AB-0035) 1942 N. Valencia Avenue, Brea, CA 92823

EXHIBIT 4 – LIST OF DIVERSION PROGRAM MATERIALS

1. Accepted Materials

Contractor shall collect the Accepted Materials listed below for the Single-Family Dwelling Recycling Program.

SINGLE-FAMILY RECYCLING	
Accepted Materials	Prohibited Materials
Cardboard	
Cardboard, chipboard / boxboard Milk/Juice cartons egg cartons.	Wax-cardboard
Paper	
White paper, colored paper, envelopes, junk mail, soft cover books/manuals, glossy paper, shredded paper, brown paper bags, packaging, wrapping paper, and carbonless paper.	Paper tissues, paper towels, paper with plastic coating (i.e., photographs, label paper), paper with food, waxed paper, foil lined paper, hard cover books / manuals, Tyvek (non-tearing) envelopes, and non-paper bags.
Plastic	
Empty PET bottles #1, HDPE bottles #2, Plastics #3, #4, #6, and #7, HDPE bottles #5.	Plastic liners (i.e., cereal bags), bubble wrap, plastic, film.
Aluminum & Tin	
Empty aluminum cans, empty aerosol cans, pie tins, tin cans, loose jar lids.	
Glass	
Glass including empty glass beverage containers, empty glass food containers, all glass colors.	Windows, mirrors, dishware, ceramics, light bulbs, fluorescent tubes, Pyrex, or similar material.
Other	
	Wood furniture, Styrofoam, solid waste, hazardous waste, fiberglass materials, tarps, textiles, clothes, shoes, E-Waste, U-Waste and small manufactures goods (e.g., purses, handbags, and backpacks.)

EXHIBIT 4 – LIST OF DIVERSION PROGRAM MATERIALS

SINGLE-FAMILY ORGANICS RECYCLING	
Accepted Materials	Prohibited Materials
Food Waste Food scraps including fruits, vegetables, peels, and pits. Bread, grain, pasta, and nuts Tea bags, tea leaves, coffee grounds, and filters Meat, poultry, fish, seafood, and bones Dairy products, eggs, fish, flowers, leaves. Egg cartons, paper placements, paper towels. Serviettes, paper plates, compostable bags	No Styrofoam No Glass No Metals No grease trappings or tallow No Liquids No plastic utensils, plates, or cups No aluminum foil packaging No Non-compostable plastic bags
Food Soiled Paper Goods Coffee filters, tea bags, soiled paper bags, paper towels, napkins, and uncoated take-out containers.	
Yard Waste Small tree limbs, brush, plant materials or grass. (branches less than four feet long and four inches in in diameter)	

2. Changes to Accepted Materials

Contractor may update the list of Accepted Materials to reflect changes in markets, recyclability of materials, or acceptance by processor by giving sixty (60) days' advance written notice to CITY and thirty (30) day advance written notice to Customers.

Any changes in the list of Accepted Materials shall also be accompanied by either a new Container label or a graphic sticker affixed by Contractor to Containers which clearly indicate the updated listing of materials accepted and not accepted, or through the use of a Quick Response Code (QR Code) affixed by Contractor to Containers from which Commercial Customers can access the updated listing of materials accepted and not accepted using a smart phone or tablet.

EXHIBIT 5

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

Guaranty

KNOW ALL MEN BY THESE PRESENTS:

That _____, a California _____, as PRINCIPAL, and , _____
 _____ a Corporation organized and doing business by
 virtue of the laws of the State of California, and duly licensed for the purpose of making,
 guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by
 the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter
 called OBLIGEE, in the penal sum of one-hundred twenty-five thousand dollars (\$125,000) lawful
 money of the United States, for the payment of which, well and truly to be made, we and each
 of us hereby bind ourselves, and our and each of our heirs, executors, administrators,
 successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "SOLID WASTE
 SERVICE FOR THE CITY OF DIAMOND BAR" with City, to do and perform the following work, to
 wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the
 contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be
 performed each and all of the requirements and obligations of said contract to be performed by
 said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise it
 will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of
 time, alteration or addition to the terms of the contract or to the work to be performed
 thereunder or the specifications accompanying the same shall in any wise affect its obligations
 on this BOND, and it does hereby waive notice of any such change, extension of time, alteration
 or addition to the terms of the contract or to the work or to the specifications.

EXHIBIT 5

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____ DAY OF 20_____.

a California Corporation SURETY

By: _____

(PRINCIPAL)

(SEAL)

By: _____

(ATTORNEY IN FACT)

(SEAL)

Exhibit 6



Valley Vista Services
17445 E. Railroad St.
City of Industry, CA 91748

SOLID WASTE SERVICES



Due Date:
August 30, 2023



City of Diamond Bar
21810 Copley Dr
Diamond Bar, CA 91765





August 30, 2023

City of Diamond Bar

C/O: Office of the City Clerk
21810 Copley Dr
Diamond Bar, CA 91765

RE: CITY REQUEST FOR PROPOSAL NO. 2M20-10

To Whom it May Concern:

Valley Vista Services, Inc. (VVS) extends its gratitude for the privilege to present the enclosed the Proposal in response to the City of Diamond Bar's Request for Proposal No. 2M20-10 for Solid Waste Services (the "RFP"). Within this Proposal, we outline the array of core values that Valley Vista Services, Inc. aims to provide for the City of Diamond Bar (the City). Referred to as the "Valley Vista Cares Value Added," these values encompass an assortment of advantages, cost considerations, and corporate principles that exemplify our customer-centric approach to service and community engagement.

As an established family-owned and operated enterprise in the realm of solid waste management, boasting over six decades of experience, VVS possesses a steadfast confidence in its ability to not only meet but surpass the stipulations delineated in the City's RFP. Among the elements encompassed by the Valley Vista Cares Value Added, this Proposal highlights:

- The introduction of a state-of-the-art collection fleet that not only meets but exceeds all standards set by the Air Quality Management District (AQMD). This fleet is meticulously designed and constructed by residents of Diamond Bar with long-standing ties to the community.
- Our commitment to maintaining competitive rates has enabled us to enhance services and elevate customer satisfaction levels within the city.
- The establishment of a dedicated Customer Convenience Center, staffed by consummate professionals, conveniently located in the civic center vicinity. This center ensures facile access for customers, allowing them to process payments, request bins, or address any concerns they might encounter.
- The inception of the distinctive Valley Vista Value Added Program tailored to offer support to individuals facing mobility challenges, particularly senior citizens and those with disabilities.
- The strategic positioning of operations facilities, situated within a 8-mile radius for enhanced efficiency.
- A pioneering and all-encompassing diversion program that aligns with and outstrips prevailing diversion regulations. This program is marked by a "NO FOOD to LANDFILLS" facet, setting Valley Vista apart in this regard.



Within the forthcoming Proposal, you will discover that Valley Vista not only presents a comprehensive approach to waste collection and recycling services, but also a holistic community-oriented methodology that is poised to surpass your expectations.

Valley Vista Services, Inc. will administer this franchise contract from our corporate headquarters located at 17445 East Railroad Street, City of Industry, CA 91748. For any queries or additional information concerning this Proposal, I, will serve as the designated point of contact. You can reach me through the following channels:

Mr. David Perez
dmperez@valleyvistaservices.com
(626) 855-5555
(626) 581-7615 FAX

Valley Vista Services, Inc., along with our 400 employees, look forward to the opportunity to serve the residents and businesses in Diamond Bar. We appreciate your time and look ahead to negotiating a mutually advantageous agreement.

Thank you for your consideration,

David Perez
President/CEO

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PROPOSER OVERVIEW





2.1 BUSINESS STRUCTURE



Corporate background

Valley Vista Services, Inc. (VVS) boasts an extensive and distinguished history within the San Gabriel Valley, closely intertwined with the Perez family legacy. The roots of this history date back to 1910 when Vicente Perez, the patriarch of the family, immigrated from Spain and settled in the evolving landscape of the San Gabriel Valley—a region transformed from rural orange groves to a burgeoning suburban industrial hub. The Perez family's core principles, encompassing unity, industriousness, community involvement, and entrepreneurial drive, aligned seamlessly with the region's growth trajectory, thus setting the stage for Valley Vista's prosperous journey in Southern California.



In the 1950s, Vicente Perez's eldest son, Manuel Perez, recognized the absence of adequate disposal services in the Eastern San Gabriel Valley. Driven by determination, he procured his first truck and established City of Industry Disposal in 1957. Through sheer persistence, the company secured its inaugural residential franchise, a reflection of his unwavering commitment to service and his vision for an improved community. In a testament to his dedication, he initiated collection services without cost to residents. In 1968, as his reputation for exceptional service spread, he successfully secured the City's commercial contract. Presently, Valley Vista retains its exclusive position as the franchised hauler for both residential and commercial operations in the City of Industry. The formal incorporation of Valley Vista in 1994 marked an expansion of its service ethos to encompass communities beyond City of Industry. This service ethos is rooted in its enduring philosophy of enhancing quality of life through relationship-building, innovative waste disposal, recycling programs, and competitive pricing.

The remarkable 60-year journey of Valley Vista stands as a tribute to the commitment and devotion of its management and workforce, who constitute the bedrock of the organization. Comprising more than 250 employees residing in the very communities they serve; these individuals embody the

company's ethos of delivering exceptional service in every interaction. Whether it's the drivers, office personnel, safety and security staff, recycling coordinators, route supervisors, accountants, administrators, or local community representatives, their collective efforts exemplify the caliber, service, safety, and dedication synonymous with Valley Vista.

Possessing a comprehensive proficiency across all service levels outlined in the RFP, Valley Vista demonstrates a proven track record as a well-managed, financially stable, and solvent company, fully equipped to exceed the stipulations defined by the City of Diamond Bar. Just as the region has expanded, so has Valley Vista's client base, welcoming cities into its fold through seamless transitions from previous waste haulers. Meticulously executed implementation plans have ensured seamless and uninterrupted service for both residential and commercial clients. Valley Vista administers services to cities through both exclusive and non-exclusive franchise agreements throughout the region.

Valley Vista cordially extends an invitation to the City of Diamond Bar and its staff to visit its City of Industry offices and partake in a comprehensive facilities' tour. This first-hand experience will provide valuable insight into the superior quality and operational efficiency available to the city.



Corporate Structure

Valley Vista Services, Inc., serving as the central entity overseeing waste management operations, functions as a corporation under its legal framework. Distinguished by its exclusive ownership and operation by the Perez family, this corporate structure aligns with their overarching holding company, Zerep Management Corporation. This family-driven ownership model underscores the commitment to excellence that characterizes our services.

Furthermore, Grand Central Recycling, Inc. (GCR), a separate corporate entity also owned and operated by the Perez family, is entrusted with managing material recovery transfer operations. GCR plays a pivotal role in advancing our comprehensive waste management strategy. Both Valley Vista Services, Inc. and Grand Central Recycling, Inc. have been established and incorporated in California, thus affirming their authorization to conduct business in the state.

Corporate timeline:



Valley Vista Officers

Chief Executive Officer:
David M. Perez

Chief Financial Officer:
Christopher Perez

Corporate Headquarters:
17445 East Railroad Street
City of Industry, CA 91748





2.2 PROPOSER'S EXPERIENCE

All services for County commercial franchises are the same: temporary bin rental, solid waste, recycling, organics, bulky items, e-waste and holiday trees – but with the following exceptions Medical, Hazardous, Radioactive, Pharmaceutical or Construction and Demolition (C&D) Wastes.

Full franchise service areas (all jurisdictions except County commercial and Diamond Bar) include sharps disposal, Household Hazardous Waste (HHW) roundups, C&D disposal, in addition to temporary bin rental, solid waste, recycling, organics, and bulky items, e-waste and holiday trees.

City of La Puente

Service	1994 - 2029	For over twenty-five years, Valley Vista has held the exclusive municipal waste hauler franchise for the City of La Puente , securing this privilege in 1994. Our commitment to service extends to both residential and commercial sectors, where we introduced an innovative three-cart automated collection system tailored to meet the diverse needs of the community.
Contact	Mr. John DiMario Development Director (626) 855-1501 jdimario@lapuente.org	

Operating up to 7 trucks, 7 days a week, we seamlessly transitioned to this system, expanding our services to **500 commercial and industrial accounts (bins and roll-offs), 3,200 multi-family units (bins), and 6,500 single-family units (carts)**, while elevating service quality.

This transition involved the strategic **distribution of over 20,000 carts, complemented by educational packets and the smooth removal of prior waste containers**. The implementation of the three-cart program within La Puente stands as an operational and diversion success story. Our commitment to communication is reflected in the quarterly distribution of our bilingual newsletter to every resident. Moreover, we actively **engage with the community** through participation in local service clubs, support for public events, and invaluable recycling education in local schools

The success of the waste management program in La Puente is evident in the figures:

Residential:

Residential Tonnage Collected:

16,237.57 tons

Total Residential Diversion:

4,045.87 tons

Total Disposed:

12,191.70 tons

Residential Diversion Rate: 25%

Commercial:

Commercial Tonnage Collected:

786.91 tons

Total Commercial Diversion:

4,100.14 tons

Total Disposed:

3,313.23 tons

Commercial Diversion Rate: 19%



City of Cypress

Service	2015 - 2035
Contact	Mr. Doug Dancs (714) 229-6740 ddancs@cypressca.org

In late 2014, Valley Vista **embarked on one of its most assertive transition plans when awarded a bid by the City of Cypress.** The award required the contract to commence by mid-2015, prompting Valley Vista and the city to collaborate closely on a streamlined transition strategy. However, an unforeseen challenge emerged as the **incumbent hauler proved**

uncooperative. In response, Valley Vista's transition team executed detailed route audits and data extractions from various sources to construct a comprehensive customer base and routing structure.

Demonstrating our unwavering commitment to prompt delivery, Valley Vista took a calculated risk by ordering rolling stock before the contract was formally awarded. Amidst concurrent tasks, including **crafting a tailored education program, finalizing contract negotiations, and accelerating customer outreach, constant communication with the city was maintained.** To facilitate equipment exchange, we **procured a local yard and shouldered the responsibility of distributing new carts and containers** while collecting the previous hauler's equipment. Employing innovative thinking, Valley Vista ensured a seamless transition, contributing to a positive launch of the new franchise agreement. As an added value, we **established a local retail office and yard to provide convenient access and swift responses to service requests.** This approach exemplifies Valley Vista's commitment to efficient and customer-centric solutions.

Valley Vista serves a diverse customer spectrum, **encompassing 12,833 single-family residential, 129 multi-family residential, and 840 commercial customers. Operating 7 days a week and utilizing up to 12 trucks,** our commitment to excellence remains unwavering.

The success of the waste management program in Cypress is evident in the figures:

Residential:

Residential Tonnage Collected:

20,392.75 tons

Total Residential Diversion:

6,197.1 tons

Total Disposed:

14,195.65 tons

Residential Diversion Rate: 30%

Commercial:

Commercial Tonnage Collected:

23,199.27 tons

Total Commercial Diversion:

8,310.33 tons

Total Disposed:

19,740.84 tons

Commercial Diversion Rate: 36%



City of Walnut

Service	2000 - 2026
Contact	Ms. Mary Rooney (909) 598-2160 mrooney@ci.walnut.ca.us

Since 2005, Valley Vista has been the exclusive solid waste service provider for the City of Walnut, having secured the contract through a competitive bid process. This partnership encompasses residential, commercial, and industrial sectors across the incorporated areas of the city. With **8,677 single-family residential (carts), 2 multifamily**

residential (bins), and 234 commercial customers (bins and roll offs), Valley Vista operates up to 6 trucks, 7 days a week, ensuring seamless waste management services.

In anticipation of the contract's initiation, Valley Vista diligently responded to the City's request by **executing a citywide container replacement initiative**. This encompassed the removal of pre-existing residential containers and commercial bins serviced by the former contractor. A feat of efficiency, each residential customer received three new automated 96-gallon containers on their collection day. Notably, Valley Vista **maintained uninterrupted service using the existing barrels while simultaneously introducing the new containers citywide**.

Central to the City of Walnut's success is the implementation of a 3-barrel fully automated residential collection program, encompassing recycling, green waste, and refuse services. **A novel educational and outreach program was meticulously designed, utilizing print media, newspaper advertisements, cable programming, and public-school engagement before the distribution of barrels.** Prioritizing clear communication, Valley Vista collaborated closely with city staff to devise and disseminate multilingual educational materials to residents. This encompassed a **comprehensive direct mail campaign to educate about collection programs, schedules, and permissible waste types**. Augmenting this approach, Valley Vista utilized local English and Mandarin-language print and radio media for broader coverage. Further communication channels included the Valley Vista Newsletter and quarterly billing with informative inserts.

In line with residential contract norms, Valley Vista **extended services to include bulky item collection, construction and demolition (C&D) collection, and holiday tree collection**. As an added value for the City of Walnut, Valley Vista's services **extend to public area collection, including bus shelters, parks, and trailways within city limits**. This enduring partnership underscores Valley Vista's dedication to delivering comprehensive and efficient waste solutions.

The success of the waste management program in Walnut is evident in the figures:

Residential:

Residential Tonnage Collected:

15,787.32 tons

Total Residential Diversion:

5,030.55 tons

Total Disposed:

10,756.77 tons

Residential Diversion Rate: 32%

Commercial:

Commercial Tonnage Collected:

6,817.14 tons

Total Commercial Diversion:

2,376.89 tons

Total Disposed:

4,440.25 tons

Commercial Diversion Rate: 35%



City of El Monte

Service	2005 - 2029
Contact	Mr. Sal Mendez Assistant City Manager/ Public Works Director (626) 580-2058 salmendez@elmonteca.gov

In response to a RFP in January 2006, Valley Vista undertook a rigorous selection process and emerged as the **chosen provider for residential collection services in the City of El Monte**. This agreement encompassed immediate services for 8,500 Single-Family Residents (SFRs) and **entailed a coordinated transition in collaboration with Waste Management, Inc. of Baldwin Park, California**.

Central to this transition was the meticulous development of an accurate count of SFRs and Planned Unit Developments (PUDs), all executed seamlessly in partnership with Waste Management, ensuring uninterrupted service continuity.

Throughout the implementation phase, Valley Vista took the **initiative to launch a comprehensive public education campaign, enlightening the community about the enhanced services on offer**. This transformative service upgrade introduced the deployment of new 3-cart automated systems, inclusivity through **valet services for individuals with disabilities, and robust education covering topics such as bulky item collection, e-waste disposal, and routine refuse collection schedules**.

Building on the success of these residential services, Valley Vista achieved another milestone two years later by securing one of four commercial services franchises in the city, thus effectively transitioning services to 760 businesses. To support this transition, **townhall meetings were convened, offering commercial clients an avenue to delve deeper into waste reduction strategies, franchise requirements, waste audits, and a tailored recycling incentives program** devised by Valley Vista for El Monte businesses.

Valley Vista's resolute commitment to community well-being has propelled them to achieve a remarkable milestone: they now stand as the **exclusive franchise hauler for both residential and commercial sectors in the vibrant City of El Monte**. This achievement stands as a testament to their steadfast dedication. Through a blend of strategic collaboration, innovative practices, and an unwavering pursuit of excellence, Valley Vista has risen to this esteemed position. **Operating a fleet of up to 9 trucks that diligently serve seven days a week**, their operational prowess reflects their deep-seated commitment to meeting the evolving needs of the urban landscape.

In their role as a comprehensive service provider, Valley Vista efficiently manages waste collection for a diverse clientele. This includes **serving 1,691 commercial establishments**, maintaining the orderliness of bins and roll-offs. Additionally, we extend our services to **888 multi-family residential units**, ensuring smooth bin services that cater to the unique requirements of this segment. Furthermore, our dedication reaches **15,532 single-family residential clients**, demonstrating their precision in managing cart disposal and collection.

In an arena where responsible waste management is both an environmental imperative and a civic responsibility, Valley Vista's contributions resonate with their dedication to operational excellence and community collaboration.



The success of the waste management program in El Monte is evident in the figures:

Residential:**Residential Tonnage Collected:**

35,188.78 tons

Total Residential Diversion:

9,796.43 tons

Total Disposed:

25,392.35 tons

Residential Diversion Rate: 28%**Commercial:****Commercial Tonnage Collected:**

35,434.26 tons

Total Commercial Diversion:

13,545.78 tons

Total Disposed:

21,888.48 tons

Commercial Diversion Rate: 38%**City of Diamond Bar**

Service	2000 - 2026
Contact	Mr. Ryan McClean (909) 839-7010 rmclean@diamondbarca.gov

In the early 2000s, Valley Vista won a franchise agreement in the City of Diamond Bar. We earned **two contract extensions due to our strong performance**, demonstrating our commitment to exceeding expectations and working collaboratively with city staff.

Our focus was to transition from an open commercial setup to an exclusive system as per the franchise agreement. This required a **robust education and outreach campaign along with a dedicated customer service approach**.

Our dedication to Diamond Bar has been evident through our environmental stewardship and ensuring the city's compliance. Our active engagement and competitiveness have translated into cost-effective franchise rates for the community. Currently, our **operations encompass up to 5 trucks, operational 7 days a week, serving 227 commercial entities (bins and roll-offs) and 32 multi-family residential units**.

Over the years, Valley Vista has demonstrated its commitment to the Diamond Bar community by exceeding its obligations as a steward of the environment and ensuring that the city maintains legislative compliance. Valley Vista's mantra of remaining engaged and competitive affords the community of Diamond Bar the ability to enjoy some of the best franchise rates in the area.

The success of the waste management program in Diamond Bar is evident in the figures:

Commercial and Multi-family:**Tonnage Collected:**

11,370.5 tons

Total Diversion:

3,708.38 tons

Total Disposed:

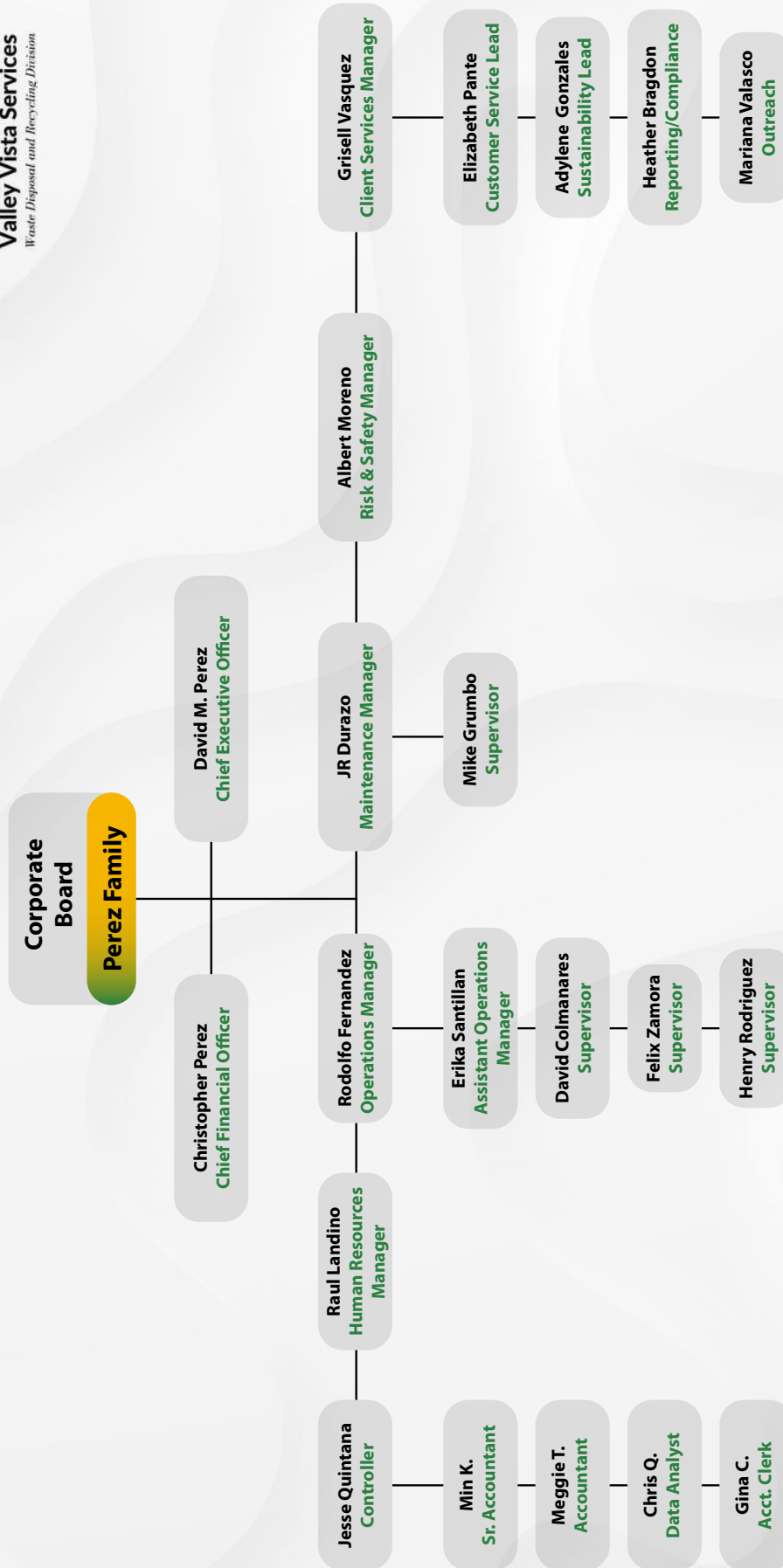
7,662.12 tons

Diversion Rate: 33%



Valley Vista Services
Waste Disposal and Recycling Division

BUSINESS STRUCTURE



PROPOSER OVERVIEW

7.1.c



2.3 KEY PERSONNEL QUALIFICATIONS



David M. Perez

President/Chief Executive Officer

David M. Perez, a graduate of Don Bosco Technical Institute in Rosemead, California, assumes the vital position of President and Chief Executive Officer within our organization. David grew up in the solid waste industry and has been serving the family business for over 30 years. His experience in the operations and collection department having operated equipment and years as a route supervisor before moving to the front management office. After five years as operations manager, David was appointed Vice President of Operations before being appointed Board President and Chief Executive Officer.

In his capacity as Board President and Chief Executive Officer, David exercises oversight across a comprehensive array of responsibilities. His purview includes contract management, operational leadership, vehicle procurement and maintenance, administrative administration, billing operations, recycling initiatives, and enhancing customer service strategies. At present, he adeptly oversees our organization's operations, successfully managing twelve (12) franchise agreements and maintaining our reputation for operational excellence.

Under the framework of the franchise agreement, David will take on the role of Contractor Representative and Liaison, dedicating 10% of his time to service through this agreement.



Christopher Perez

Chief Financial Officer

Christopher Perez serves as our Chief Financial Officer, bringing a wealth of experience and expertise to our team. He graduated from the University of Southern California with a bachelor's degree in urban planning and real estate development in 1993.

Raised alongside his brother David within the solid waste industry, Christopher boasts an impressive 35-year tenure at VVS. His invaluable contributions have significantly fueled the company's expansion and growth, particularly within its collection and recycling divisions. Christopher's leadership extends to his proficient staff members who fulfill dual roles as both a dynamic sales team and instrumental figures in public education and outreach. His visionary leadership is underscored by his pivotal role in driving the VVS Information Technology Department. Under his guidance, an in-house billing, communication, and customer service system has been developed, leveraging cutting-edge hardware and software components highlighted further in this proposal. This system encompasses essential software and hardware upgrades, ensuring comprehensive, high-quality reporting for both diversion and financial aspects.

 **Henry Rodriguez**
Supervisor

Henry has been in the waste and recycling industry for 20 years and has operations experience on collection vehicles including roll-offs, commercial front loaders and side loading automated collection vehicles. Henry has managed routes, drivers, and customer service expectations and gained high marks with his peers as well as customer satisfaction.

Under the framework of the franchise agreement, Henry will take on the role of Emergency Contact, dedicating 50% of his time to service through this agreement.

 Jesse Quintana
Controller

Jesse Quintana serves as our Controller, bringing over 35 years of invaluable accounting experience to our team. He holds a bachelor's degree from Cal State Fullerton and an MBA from Pepperdine University. Jesse's impressive career trajectory includes prominent roles at Fortune 100 companies such as Northrop, Rockwell International, Emersion Electric, and Crane Co. With an extensive background encompassing more than two decades in the waste management industry, Jesse's expertise is firmly grounded. He has held significant positions at esteemed companies like Consolidated Disposal, Republic Industries, and Calmet Services. Throughout his career, Jesse has seamlessly navigated roles as either Chief Financial Officer or Controller, actively engaged in all facets of administration and financial management.

Jesse's impact extends beyond routine operations. His involvement in numerous acquisition and internal growth initiatives underscores his commitment to ensuring smooth transitions and operational cohesion. Through his seasoned expertise, Jesse significantly contributes to our financial operations, supporting our commitment to excellence.

 Raul Landino
Human Resources Manager

Raul Landino serves as our Human Resources Manager, a recent addition to our esteemed management team who nonetheless holds deep ties to VVS. He is the son of our longest-tenured employee, Augie Landino, who boasts an impressive 52 years of dedicated service. This legacy underscores Raul's commitment to loyalty and a robust work ethic, values he learned from his father. With a BA in Business Administration, Raul brings over 20 years of comprehensive experience to his role. His career journey spans disciplines including Accounting, Marketing, and Human Resources, with leadership stints across the Southwest while representing a Fortune 500 company. Raul's proven track record shines through in his adept creation of positive work cultures and his skillful implementation of change for favorable outcomes.



At Valley Vista, Raul is instrumental in devising and executing HR strategies and initiatives closely aligned with our Core Values and overarching business strategies. He adeptly bridges the gap between management and employee relations, deftly addressing demands, grievances, and other pertinent matters. Moreover, Raul plays a key role in managing our recruitment and selection process, ensuring that we continue to attract and retain top talent.

 Rodolfo (Rudy) Fernandez
Operations Manager

Rodolfo (Rudy) Fernandez is our dedicated Operations Manager, boasting an extensive background of over 30 years in the solid waste management industry. His journey commenced in 1992 when he embarked on his career with a local family-owned business, taking charge of dispatch and operational processes for a team exceeding 130 drivers. Over the course of his professional trajectory, Rudy has acquired invaluable experience by immersing himself in various roles spanning from driver to operations manager. This comprehensive exposure has endowed him with an intricate understanding of every facet of field operations.

 Albert Moreno
Risk and Safety Manager

Albert Moreno serves as the Risk and Safety Manager at VVS, steering the strategic direction, vision, and performance of our risk department. His purview encompasses a comprehensive range of responsibilities including compliance, safety training, business continuity, claims management (both workers' compensation and auto), claim prevention, insurance renewal, special events risk management, contract insurance review, and certificate of insurance program oversight.

With an extensive professional background spanning over 35 years, Mr. Moreno stands as an innovative figure in the realm of risk management. His reputation for devising and implementing strategic enhancements that effectively reduce claim frequency and severity precedes him. Notably, he most recently held the role of Director of Risk Management at CR&R, Incorporated, where he spearheaded a transformative policy revamp, resulting in enhanced efficiencies and a marked reduction in workers' compensation and auto claim count and costs. Prior to this, Mr. Moreno excelled as the Director of Risk Management for El Super/Fiesta Mart (Bodega Latina), a grocery store concept encompassing two multi-state brands, 125 grocery stores, and a staff of approximately 15,000 employees, generating revenue of \$3.1 billion.

 JR. Durazo
Maintenance Manager

JR. Durazo is our capable Maintenance Manager with an impressive 27-year career in Heavy-Duty Equipment. He brings a wealth of expertise in maintenance and retail to his role. With 16 years devoted to Valley Vista Services, he seamlessly transitioned into a crucial management position in 2019. In this capacity, he oversees our Maintenance Department, managing multiple locations and a growing fleet.



His responsibilities encompass fleet maintenance management, compliance, nurturing technician and administrative talents, driving departmental growth, and upholding fleet aesthetics. Starting as a Service Technician, J.R. progressed to become an Engine Specialist, accumulating over a decade of experience in the Heavy-Duty Truck Dealership's Network. His enduring commitment showcases his significant contributions to the industry, ensuring high uptime and meticulous equipment care.

 Edward Chen
Government Affairs Consultant

Edward Chen, a seasoned Government Affairs Consultant, is a pivotal asset to Valley Vista, contributing two decades of invaluable expertise in state and local governments. Edward's journey began in Diamond Bar, where he embarked on a career within the district offices of Senator Bob Margett and Assemblyman Bob Huff. His role as a field representative in those early days paved the way for his illustrious trajectory. Edward's resume is punctuated by involvement in some of the most prominent statewide and presidential campaigns, including his contributions to Californians for Schwarzenegger 2006, McCain Palin 2008, and Steve Cooley for Attorney General 2010. This extensive background highlights his adeptness in navigating complex political landscapes.

With over 13 years of engagement in the Southern California waste industry, Edward brings firsthand insights and experience to his interactions with state and local governments. His profound understanding of the waste sector uniquely positions him to collaborate effectively in this domain, particularly in the context of regulatory frameworks like SB 1383. Beyond his industry prowess, Edward has emerged as a sought-after architect of coalitions, particularly within the Asian American communities. Edward's commitment extends beyond the professional realm as he actively participates in community service. As a Los Angeles County Sheriffs Reserve Deputy, his dedication to maintaining public safety is palpable. He has also held public office, contributing his expertise as a Temple City School Board Member and a Temple City Planning Commissioner.

Edward Chen's multifaceted background makes him an invaluable asset to Valley Vista, where he plays a pivotal role in navigating the intricate landscape of government affairs, particularly in the context of evolving regulations like SB 1383. His expertise, community involvement, and commitment to excellence embody the values that define Valley Vista's approach to waste management solutions.

 Grisell Vasquez
Client Services Manager

Grisell Vasquez holds the pivotal role of Client Services Manager, harnessing over two decades of experience in customer service, training, and development. Her robust expertise is complemented by a bachelor's degree in management with a specialization in business psychology from Azusa Pacific University. Commencing her journey at VVS as a Customer Service Representative in the contact center, Grisell's trajectory underscores her adeptness in comprehending contract requirements and her remarkable leadership and support skills, fostering a unified and thorough approach to customer service.



Currently, Grisell spearheads the management of various customer service communication channels encompassing calls and emails. In close collaboration with the Customer Service Lead, she adeptly resolves issues and offers constructive feedback on employee performance and training aspects. Ms. Vasquez's responsibilities extend to overseeing the Sustainability, Community Outreach, Reporting, and Customer Service Departments. A key role involves conducting training seminars across departments, introducing the expanded and upgraded customer service system. Furthermore, she meticulously coordinates the company's customer service endeavors, ensuring all departments consistently deliver an exceptional customer service experience

Through the franchise agreement, Grisell Vasquez will dedicate 20% of her time and fulfill the role of Service Liaison.

 Robin Quintana
Diversion Compliance Coordinator

Robin has over 8 years agricultural experience and possesses a degree from Cal Poly Pomona in Agricultural Science. As the Executive Director and teacher at Palos Verdes School Gardens, she was responsible for coordinating contracts, providing advance lessons and business organization plans, and developing vital programs that connected with the community. Additionally she was responsible for communicating with administrators, employees, and vendors to compile company resources necessary to conduct numerous workshops and presentations to the community at large. Robin's focus is to coordinate compliance with new organics regulations, including site visits, interviews, workshops, reporting and exemption analysis. Robin's experience as an educator will work favorably in community outreach programs.

 Janeth Coronel
Social Media & Outreach Coordinator

In her capacity as the Social Media & Outreach Coordinator, Janeth brings her proficiency in digital marketing, online networking, and community engagement to the forefront. Her role entails curating compelling content that imparts crucial insights to our valued clients, shedding light on Valley Vista's robust community involvement and collaborative partnerships with municipalities. With a keen eye for detail, Janeth seamlessly coordinates outreach content for both print and digital platforms, showcasing the accomplishments of our partnering municipalities. Her overarching goal is to establish Valley Vista as a recognizable name while fostering an atmosphere of inclusiveness where every individual becomes an integral part of our extended family.

Janeth will serve as the Environmental Coordinator, taking charge of outreach efforts to Single-Family, Multi-Family, and Commercial customers. Her responsibilities will encompass the development and execution of all public education and outreach initiatives mandated by the Agreement. Furthermore, as Recycling Coordinator, Janeth will orchestrate outreach campaigns, advocates waste reduction and recycling, and offers technical guidance to Multi-Family and Commercial Customers.



2.4 PROPOSER'S PAST AND PENDING LITIGATION

Valley Vista has the following notice of litigation to disclose:

Pending Litigation

- Concerned Citizens of City of Industry v. Mark Radecki, Cory Moss, Newell Ruggles, Jamie Casso, Bianca Sparks, Andria Welch, David Perez, David M. Perez, Vincent Perez, Chris Perez, Peter Perez, City of Industry and Does 1-25.
- The amount at issue is unknown.
- The Superior Court dismissed the complaint and entered judgment in favor of defendants on February 1, 2021. Plaintiff thereafter appealed and that appeal is pending in the Second Appellate District of the California Court of Appeal, Case No. B311627.

**2.5 FINANCIAL INFORMATION**

Combined Operating Summary Valley Vista and Grand Central Recycling	
	FY 2022
Revenue	\$115,089,000
Current Assets	\$15,699,322
Current Liabilities	\$18,530,905
Ratio Current Assets/Current Liabilities	85%
Total Liabilities	\$62,420,050
Total Assets	\$109,315,035
Total Liabilities/Total Assets	57%

Operating Summary Valley Vista	
	FY 2022
Revenue	\$88,760,498
Current Assets	\$11,800,325
Current Liabilities	\$15,092,430
Ratio Current Assets/Current Liabilities	78%
Total Liabilities	\$69,194,179
Total Assets	\$104,061,310
Total Liabilities/Total Assets	66%

**2.6 INSURANCE**

August 14, 2023

City Manager
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 92765

Subject: Franchise Agreement for Solid Waste Services

To whom it may concern,

This letter is to inform the City of Diamond Bar that Solid Waste Insurance Marketing, insurance broker for Valley Vista Services/Zerep Management's Commercial Insurance Program, will be able to provide the required insurance coverage designated in the City of Diamond Bar's Franchise Agreement for Solid Waste Services. The Cyber Liability requirement is available and will be met and evidenced prior to the proposed start date of the contract. We will provide the evidence of all coverage within the designated thirty (30) day period after the award of the contract.

Should you need any further information, I would be happy to assist further.

Sincerely,

L. Scott Snowden
President

115 North El Molino Avenue • Pasadena, California 91101 • P.O. Box 7072 • Pasadena, CA 91109 • (626) 795-9000
License No. OB29370



PROPOSAL FOR SOLID WASTE SERVICES





3.1. COLLECTION SERVICES APPROACH

VVS employs a comprehensive routing strategy and carefully crafted productivity assumptions tailored to each service sector, encompassing single-family dwellings (SFD), multi-family dwellings (MFD), commercial establishments, and city facilities. With extensive experience across multiple franchised jurisdictions, VVS has consistently demonstrated the capacity to manage an **average of 1,000 SFD pickups daily, along with 160 MFD/Commercial lifts per day.**

As part of our commitment to efficient service delivery, VVS acknowledges the significance of accommodating unique challenges presented by narrow streets, courts, alleys, and Planned Unit Developments (PUDs). Our approach involves a meticulous evaluation of these areas prior to the commencement of service. Specialized routing solutions will be formulated to ensure seamless waste collection in these specific environments, enhancing operational effectiveness.

The determination of routes is underpinned by a rigorous assessment that considers factors such as yardages and tonnages inherited from the previous hauler. Moreover, we engage in an in-depth study of the franchise areas, including detailed observations of existing routes and a comprehensive analysis of bulky-item sweep operations.

It's noteworthy that our route productivity assumptions are grounded in real-world achievements. These assumptions reflect our demonstrated ability to consistently meet and even exceed expectations in similar cities where we provide our services. Through these well-defined routing strategies and productivity assumptions, VVS is well-equipped to ensure efficient waste collection while adapting to the unique characteristics of each service sector and geographical layout.

COLLECTION METHODOLOGY

Valley Vista Services (VVS) is dedicated to employing advanced collection methodologies that enhance efficiency and environmental sustainability. We have strategically chosen automated collection as our primary approach for all residential collection operations. Our automated side loaders, operated by a single driver, will efficiently manage curbside collection. In areas with space constraints, particularly in townhomes and planned unit developments (PUDs), we will deploy specialized automated collection vehicles tailored to the site conditions.

For scenarios where complexity arises due to site circulation or volume, VVS will utilize distinct strategies. In some cases, we will deploy separate "compact" collection trucks for various waste streams. For PUDs predominantly serviced by trash and recycling carts, we will employ purpose-built "drop frame" collection trucks. These vehicles are equipped with a two-compartment body, allowing us to efficiently collect both refuse and recycling while maintaining waste stream separation.

Recognizing the evolving waste management landscape and regulatory requirements, VVS is committed to a proactive approach in handling organic waste. For multi-family developments



solely served by trash and recycling carts, we propose the innovative strategy of co-mingling food waste with regular trash. In alignment with this, we are currently in the process of establishing a cutting-edge regional organic waste recovery facility at our Industry campus. This facility will utilize the OREX™ (Organics Extrusion Press) technology, developed by the esteemed Anaergia Corporation. OREX™ stands as a proven solution that reliably separates solid waste into wet organic and dry fractions, achieving remarkable resource recovery and diversion rates.

The exceptional capabilities of OREX™ enable the recovery of over 90% of putrescible organics from mixed waste streams, effectively diverting material away from landfills. This transformative process converts organic matter, such as food waste, into valuable resources including renewable natural gas, biogas solid waste energy, and fertilizer. With a user-friendly design and a success rate of 100%, OREX™ offers unparalleled convenience to end-users while facilitating compliance with SB-1383 effortlessly.

Incorporating these methodologies, Valley Vista Services ensures not only the utmost efficiency in waste collection but also substantial strides towards environmental preservation and compliance with regulatory mandates.

Number	Make/Model	Type	Vintage	Fuel	Cost	Capacity	Waste Stream	Amortization
10	CCC/LWT	ASL	New (2024)	RNG	\$458,916	28 yd 8.62 t (net)	Refuse Recycling Organics	10 years
2	CCC/LWT	Front Loader	New (2024)		\$392,039	38 yd 11.36 t (net)	Refuse Recycling	7 years
1	CCC/LWT	Front Loader	New (2024)		\$392,039	38 yd 11.36 t (net)	Organics	7 years

Our choice of vehicles, the CCC/McNeilus ASL units, reflects a commitment to safety, performance, and reliability. These units stand out for their exceptional driver visibility and low cab entry height, promoting driver comfort and safety. The incorporation of the Ridewell 60/40 suspension system enhances maneuverability, reducing tire wear on City streets while maintaining weight capacity. The McNeilus body's Zero Radius dumping arm ensures precise handling around parked cars and obstacles, especially in alleys with limited clearance.

For FEL units, we have selected the CCC four-axle chassis, which not only prioritizes driver and helper comfort but also improves weight distribution and maneuverability. These units feature Cummins L9N engines paired with Allison automatic transmissions and electric cooling systems, emphasizing near-zero emissions, and minimizing noise pollution, thus contributing to a more environmentally friendly and community-conscious approach.



VEHICLES

Collection Vehicle Description

Valley Vista will provide a new fleet to service the City of Diamond Bar. This fleet shall use exclusively Renewable Natural Gas (RNG) and will be in operation from day one of the commencement of service. The fleet description is categorized into several sections: body description, construction and assembly, and enhanced safety features.

Body Description

Valley Vista will purchase the new fleet used in Diamond Bar from an American manufacturer named Crane Carrier Company. Their LET2 truck incorporates sophisticated engineering and quality that is built to last. The rugged framework, durable cab construction, and attention to detail make this model a top choice in premier refuse and recycling collection fleets across the country. This vehicle body was chosen due to various enhancements, including an 18-inch step-in height on both sides of the cabin, allowing for easier access and visibility for the driver. The shell is an all-steel American-produced, fabricated Sever-service cab shell. The remote mounted 1,814 square foot radiator delivers a quieter, cooler cab environment and allows for pass-through cab design. With a Cummings RNG L9N engine and a 5th generation Allison Transmission, 4000/4500 RDS, this truck will provide a quieter and safer vehicle for the duration of the contract.





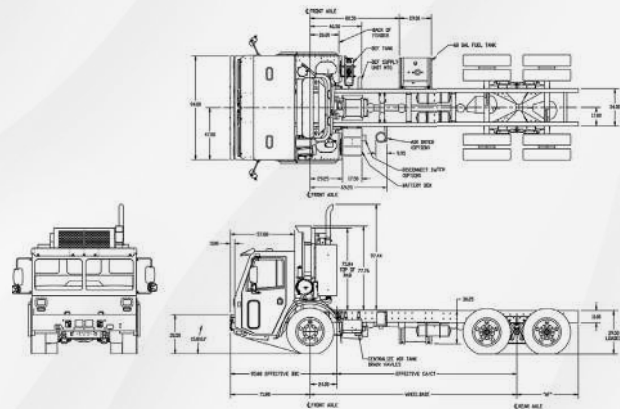
Construction and Assembly

Valley Vista prides itself on purchasing local quality, American made and manufactured goods and services to stimulate the local economy and help small businesses succeed. For this reason, Valley Vista has contracted F.F. Gomez, Inc. for the construction and assembly of custom manufactured refused trucks.

The construction and assembly of the body of the refuse trucks will consist of the durable front loader and automated side loaders that are ultra-lighting weight and provide a massive payload without the need for a tag axle. The bodies will hold the legal ten-ton capacity with inside and outside controls, and an enhanced LED strobe package on the tailgate for improved safety. The lifting capacity of these vehicles is over 1500 pounds, and they have excellent short, efficient cycle times. All of the trucks will be custom-built with durability and maneuverability in mind.

Enhanced Safety Features

Safety is the number one priority for Valley Vista. To ensure that both the public and our employees are safe, Valley Vista invests in technology that enhances safety beyond industry standards. Valley Vista has partnered with 3rd Eye, an Active Enhanced Vehicle Behavioral Analytics company that drastically increases safety. The vehicle data provides accurate GPS location tracking, fuel consumption, and video service logging. Valley Vista's fleet will transmit all videos, radar, and chassis/body data to any number of backroom route management software. 3rd Eye Digital video analytic software will give us unmatched awareness of what is happening with our vehicles and drivers. The City will benefit from data being recorded and verified in the following manner:





The enhanced video safety system wraps the vehicle in 360 degrees of a camera and doppler radar coverage. These systems will reduce the incidents of blind spot accidents and service downtimes for each vehicle. The video system includes the following:

- Speed limit detection
- Traffic Signal detection
- Vehicle proximity detection
- Distractions (smoking, cell phone use)
- Vehicle and driving lane recognition

With the system provided and the extensive training that the drivers receive on how to utilize the system, Diamond Bar and its residents will have safety protocols and equipment exceeding industry standards.

- Speed limit detection
- Traffic Signal detection
- Vehicle proximity detection
- Distractions (smoking, cell phone use)
- Vehicle and driving lane recognition





CONTAINERS

BUILT FOR THE CITY OF DIAMOND BAR WITH DURABILITY, CONVENIENCE, AND SUSTAINABILITY IN MIND

Valley Vista Services is proud to collaborate with Rehrig Pacific Company, a renowned industry leader in waste and recycling container solutions. With a legacy spanning back to 1913, Rehrig Pacific has continually pioneered innovations in reusable packaging and waste management products. This partnership ensures that the City of Diamond Bar receives top-tier service and cutting-edge solutions for its waste management needs.

Rehrig Pacific's extensive experience in the solid waste and recycling sector dates back to the inception of curbside recycling programs in the late 1980s. Today, they stand as the largest cart manufacturer in North America, boasting seven manufacturing facilities strategically located across the nation. Their commitment to quality, innovation, and sustainability aligns seamlessly with Valley Vista's mission.

The carts provided by Rehrig Pacific are designed to be versatile and adaptable to various collection systems, including manual, semi-automated, and fully automated methods. Additionally, their carts are backed by a robust 10-year non-prorated warranty, ensuring durability and long-term value for the City of Diamond Bar.

Valley Vista Services has a proven track record of successfully integrating Rehrig Pacific carts in numerous Southern California communities. This partnership not only guarantees the delivery of high-quality waste management solutions but also reinforces our shared commitment to environmental stewardship and efficient service delivery.

Primary Features

DURABILITY

Rehrig Pacific carts are UV-stabilized for color retention and designed for optimal compatibility and functionality with both semi-automated and fully automated lifter systems, including engineered stress channels and a wear strip to permanently protect the bottom of the cart from abrasion.

MANEUVERABILITY

The continuous one-piece handle provides a strong gripping area, and the wide wheelbase makes maneuvering easy for Diamond Bar residents.

CUSTOMIZABLE DESIGN OPTIONS

Rehrig Pacific's carts are SB 1383 Compliant and feature customizable color options and lids, and containers of different colors.

RFID-ENABLED

Rehrig Pacific carts can be equipped with RFID tags for collecting and tracking customer account information. RFID tags help eliminate missed collections, unbilled services, increase recycling rates through participation verification, allow for targeted marketing to customers in specific zones based on data-driven variables, and increase overall operational efficiencies.



BALANCING SUSTAINABILITY AND QUALITY

At Valley Vista Services, our commitment to sustainability goes hand in hand with maintaining top-notch quality. The carts we offer to the City of Diamond Bar for efficient trash and recyclables collection exemplify this philosophy. Crafted by Rehrig Pacific, these carts are a testament to innovation, ecological responsibility, and durability, all without compromising on convenience or excellence.

Rehrig Pacific has achieved a groundbreaking feat by producing carts with an impressive 40% recycled material content. This remarkable accomplishment underscores their dedication to the environment while ensuring that the carts remain robust and visually appealing. By diverting 60 million pounds of post-consumer plastic from the waste stream annually, Rehrig Pacific's commitment to sustainability becomes tangible. Furthermore, Rehrig Pacific's pioneering research and development laboratory is spearheading the utilization of unconventional materials such as patio chairs, laundry hampers, and repurposed ocean waste. This innovative approach showcases their unwavering determination to reimagine the manufacturing process and contribute to a cleaner future.

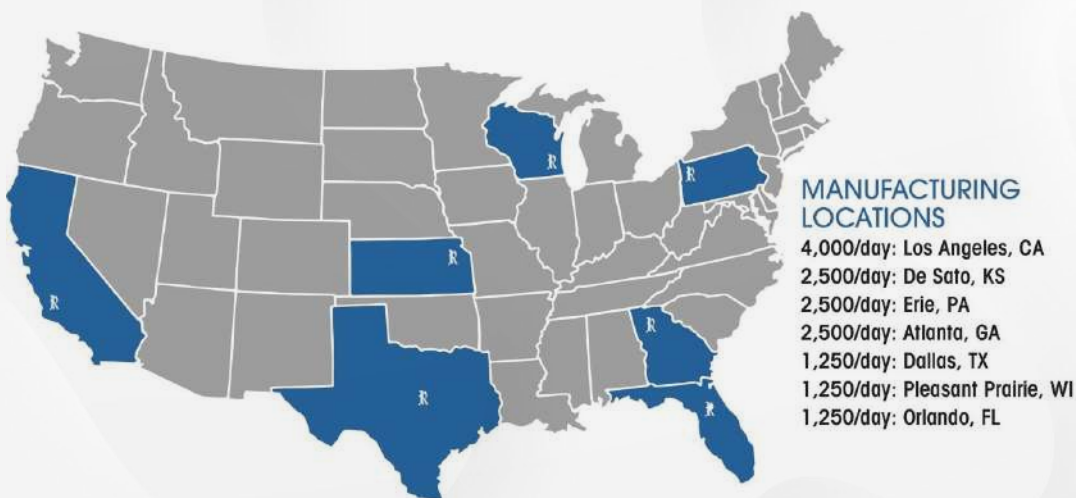
With Valley Vista Services and Rehrig Pacific working in tandem, the City of Diamond Bar can be assured of receiving environmentally conscious waste management solutions that uphold the highest standards of quality, reliability, and sustainability.

CART RECOVERY AND RECYCLING

The High-Density Polyethylene (HDPE) resin that Rehrig Pacific uses in its carts makes them 100% recyclable. This allows our cart manufacturer to create a closed-loop system, reclaiming and recycling products at the end of life for reuse in the production of new products.

MANUFACTURING LOCATIONS

With seven manufacturing sites across the United States, Rehrig Pacific has a strategic national footprint that allows for timely production and delivery of new cart orders and lower freight costs. All Rehrig carts are made in the USA. Carts for the City of Diamond Bar will be manufactured locally in Los Angeles, helping to contribute to the reduction of greenhouse gas emissions.





A sustainable solution to a bulky problem.

What do plastic lawn chairs, children's toys, and laundry hampers all have in common? They're all really difficult to recycle. With an industry total of 1.35 billion pounds of bulky rigid plastics recovered annually, Rehrig Pacific has pioneered innovative ways to incorporate these plastics back into its products.

Rehrig's Bulky Rigid Cart contains 15% bulky rigid recycled plastics, and up to 40% post-consumer recycled content, meaning it can even help customers achieve their sustainability goals.

Features and benefits:

- Available in 95- and 65-gallon sizes
- 10-year non-prorated warranty
- With 7 plants across the country, Rehrig Pacific has the shortest freight lanes in the industry, resulting in less CO2 emissions and lower landed costs



95 Gallon
Bulky Rigid Cart

Specs	65 Gallon	95 Gallon
External Dimensions	26.5in W x 27in D	29.2in W x 33.3in D
External Height with Lid	43.6 in	43.5 in
Assembled Weight	29.75 - LBS	—
53' Trailer Quantity	936	702



REHRIG PACIFIC COMPANY

4010 east 26th street
los angeles, ca 90058

323 262 5145
800 421 6244

fax: 323 269 8506
rehrigpacific.com



Colors are available in all sizes.
Grey/Black for non-organic waste
Blue for non-organic recycling
Green for organics recycling

35 GALLON EG

Capacity	35 Gallon
Model	35EG
Height	38.50"
Width	18.50"
Depth	24.10"
Load Rating	122.5 lbs
Carts Per Stack	10 high/1,260 per truckload



65 Gallon EG

Capacity	65 Gallon
Model	65EG
Height	40.58"
Width	26.70"
Depth	28.11"
Load Rating	227.5 lbs
Carts Per Stack	13 high/936 per truckload



95 GALLON EG

Capacity	95 Gallon
Model	95EG
Height	43.50"
Width	29.20"
Depth	33.30"
Load Rating	332.5 lbs
Carts Per Stack	13 high/702 per truckload





REHRIG PACIFIC CART WARRANTY

Rehrig Pacific provides a non-prorated, 10-year warranty against defects in material and workmanship, which also protects the city of Diamond Bar and its residents. The warranty does not cover negligence, abuse or normal wear and tear. In the event a warranty claim is submitted, Rehrig Pacific will either repair, replace, or grant credit for defective carts. Repaired or replaced products are warranted for the balance of the original warranty period of the original cart(s) or part(s).

Valley Vista Services has a long-standing partner history with Rehrig Pacific and has successfully utilized their cart warranty when needed. We are confident that Rehrig Pacific will stand behind their product quality.

The product warranty can be found at: www.rehrigpacific.com

"HUSKYLITE" Roll Out Cart Warranty

Rehrig Pacific Company offers a unique full warranty for a period of 10 years. Rehrig Pacific Company warrants that its HuskyLite containers purchased will conform to all applicable specifications, will be free from defects in material and workmanship, and will be fit for the particular purpose intended by the Buyer. The conditions of this warranty include failure of the cart body, lid, lid attachments, wheels, axle, and all hardware.

Rehrig Pacific Company extends this warranty only to the first purchaser of the HuskyLite containers.

Warranty Coverage Exclusions This warranty does not cover: (1) use under circumstances exceeding specifications, (2) Buyer or User abuse or vandalism, (3) unauthorized repair or alteration, (4) damage or failure as a result of incompatible, improperly installed, improperly operated, or defective lifting or dumping mechanisms, (5) damage or failure caused by natural calamities such as fire, storm, or high winds.

Rehrig Pacific Company will not be liable for any claims of loss of business, loss of profits, loss of income or any other losses or expense which exceeds the purchase price of the allegedly defective container.



Administration of Warranty Any component that fails during the 10-year warranty will be repaired or replaced at no cost to the buyer provided that:

- Buyer notifies Rehrig Pacific Company in writing no later than the end of the applicable warranty period of the claimed defect;
- Buyer agrees that Rehrig Pacific Company shall have the right to inspect and test the allegedly defective container;
- Determination of the alleged failure shall be made jointly in the judgment of the Buyer and Manufacturer;
- The serial number(s) of the defective container(s) shall be submitted via email to Rehrig Pacific Company using the electronic warranty form. Each serial number must be accompanied by the appropriate warranty code identifying where the failure occurred.
- Rehrig Pacific Company reserves the right to recycle defective containers. The buyer agrees to empty, disassemble, and stack containers for shipment back to Rehrig Pacific Company. Rehrig Pacific Company shall be responsible for setting up shipment and the associated freight charges.
- Any repaired or replaced component will assume the remainder of the 10-year warranty from the original cart's initial purchase date.
- Rehrig Pacific reserves the right to either replace or repair the defective component.

Containers						
Manufacturer	Capacity	Type	Dimensions			Max Weight
			L	W	H	
CONFAB	1.5 YD	Front Load	2.5'	6'	3.5'	800 lbs.
CONFAB	3 YD	Front Load	4'	6'	4'	800 lbs.
CONFAB	4 YD	Front Load	4'	6'	5'	800 lbs.
CONFAB	6 YD	Front Load	5.5'	6.5'	6'	800 lbs.
CONFAB	10 YD	Roll-off	16'	8'	2'	20,000 lbs.
CONFAB	12 YD	Roll-off	12'	7'	4'	6,000 lbs.
CONFAB	26 YD	Roll-off	22'	8'	4'	20,000 lbs.
CONFAB	40 YD	Roll-off	20'	8'	6'	12,000 lbs.



3.2. CUSTOMER SERVICE CENTER

Dedicated and Expert Customer Service Team

Valley Vista boasts a dedicated and skilled customer service team comprising 20 highly trained account representatives, fully equipped to carry out the tasks stipulated in the City of Diamond Bar's RFP. Upon being awarded the exclusive franchise agreement, our Customer Service Department will appoint an additional customer service representative exclusively dedicated to handling matters related to the City of Diamond Bar. Consistent with our local hire initiative implemented in the cities we serve, we will initiate an open recruitment process for the Customer Service Representative role, specifically based at the proposed Diamond Bar customer service office. This role will be filled through our "Diamond Bar 1st Hiring Program", which involves advertising the position in local Diamond Bar forums and meticulously selecting the most qualified Diamond Bar candidate.

Customer service stands as an integral commitment from Valley Vista to the Diamond Bar community. Beyond waste product collection, Valley Vista's commitment extends to fostering long-term relationships through exceptional corporate citizenship, ultimately gauged by customer satisfaction. Our Customer Service Team comprises multi-lingual representatives proficient in English, Spanish, Cantonese, Tagalog, Mandarin, and Vietnamese, with the flexibility to accommodate additional linguistic needs. As specified in the proposal, Valley Vista will integrate the local (626) 288-0811 line and a toll-free (800) number for customer contact. These numbers will be prominently displayed across various communication channels, such as flyers, mailers, educational materials, billing statements, social media platforms, and advertisements. Calls to these numbers will be promptly attended to by dedicated customer service representatives, who will provide assistance, offer options, and follow through with professionalism.

Every incoming customer service call is answered by a live Valley Vista team member and directed to the appropriate call center queue. In cases where our receptionist is occupied or unavailable, our automated call attendant will efficiently guide incoming calls. The auto-attendant options are designed to connect callers based on the nature of their request. All our customer service representatives are cross trained to handle various functions, ensuring that any representative who answers a call can assist with any request.

Call queues display waiting times and are viewable on wall displays during business hours for our customer service staff. To minimize hold times during peak hours, we have cross-trained representatives from other customer service departments to handle incoming calls.

VVS uses Cisco WebEx contact center, which utilizes the latest in cloud-based technology, across two high-speed internet connections, ensuring a high up time so we never miss a customer's call, chat or e-mail. All calls flows and wait times are visually tracked via a dashboard on both a large screen in our call center office, and also available on each individual customer service specialists desktop. All calls are recorded for quality assurance purposes.



VVS utilizes AMCS Tower 7, the flagship Enterprise Management program designed for the waste industry. The system allows VVS to perform and track all aspects of service including ordering, scheduling, billing, customer information, dispatching, payment processing, and reporting. The system includes a web interface, which allows customers to check their service dates, review both current and past invoices, and pay their bills securely online. VVS, being an environmentally sound and friendly company also offers our customers the option to go “paperless” by receiving a pdf version of their invoices via email, a notification that their invoice is now ready to view on myvvs.com or continue to receive USPS mail.

Our systems run on the latest Dell™ equipment and VMWare™ virtualization technology and are ready to meet the needs of the client, 24 hours a day, seven days a week, 365 days a year. Our data is backed up nightly to an offsite location to ensure data is never lost.

**Customer Service Excellence**

At Valley Vista, we prioritize equipping our new customer service representatives with the skills they need to excel. Our comprehensive 3-week training program serves as an introduction to the Valley Vista family, establishing a robust foundation in customer-centric service, professionalism, safety, and company pride. As part of the onboarding process, our call center and customer service specialists undergo extensive training covering all service procedures, tailored to meet the specific requirements of each city. To expedite their work, all pertinent city contract information is conveniently accessible through our company intranet (Z-web).

Valley Vista is dedicated to the ongoing enhancement and training of our entire customer service team. Our customer service employees benefit from continuous education on new and revised processes, coaching, and industry practices. Given the dynamic nature of this industry, staying current with changes is essential. We employ the following methods to measure and enhance customer experience throughout the contract's duration, leveraging real-time data and expertise for development, coaching, and training.

- **Side-by-Side Monitoring:** Our customer service professionals undergo weekly side-by-side monitoring sessions, which offer immediate feedback on call handling, ensuring CSR accountability to our set standards. During these monitoring sessions, employees are evaluated based on a three-strike system and assigned scores ranging from zero to 100%.
- **Quality Assurance:** Each customer experience agent undergoes monthly evaluations of individual performance. These evaluations provide insights into actions and opportunities for further development and improvement. The scorecard covers seven key areas: Call Introduction, Account Verification, Services, Soft Skills, Call Closure, Verification of Accurate Information, and Non-Standard Phone Procedures.
- **Meetings and Action Plans:** To maintain and elevate customer service standards, our dedicated customer service team supporting Diamond Bar convenes weekly to address service issues, upcoming initiatives, events, and potential opportunities for overall customer service improvement. This team collectively develops action plans for continuous enhancement. Additionally, departments convene quarterly for team-building exercises, self-improvement coaching, and training.

Efficient Tracking of Customer Interactions

As a fundamental element of the Valley Vista Cares Value Added Program, and in line with our unwavering dedication to customer satisfaction and industry best practices, we employ a meticulous system for tracking and monitoring all customer interactions. Our tracking encompasses a broad spectrum of customer contacts, ranging from service requests and changes to status updates, complaints, and compliments. These interactions are systematically logged and managed through our state-of-the-art software system, PCScale Tower.

The process is initiated by generating a "service response" record within our computerized tracking system. Each of these response items is assigned a unique tracking number and efficiently routed to the designated department's service response member. Our standard



protocol ensures that work orders are fulfilled within a 24-hour window from the initial request. Every work order is meticulously documented and executed on the specified date agreed upon with the customer or as outlined in contractual agreements.

To uphold operational efficiency, our fleet of trucks is outfitted with cutting-edge GPS tracking systems and cameras. This technology guarantees the punctual completion of all designated routes. Our dispatch team ensures that all work orders are concluded and closed out on a daily basis. If situations beyond our control prevent the completion of a work order, swift communication is our priority. We reach out to customers through email, clarifying the reasons for the uncompleted task and offering online resources or email correspondence for further assistance. In cases where email communication is not feasible, direct phone calls are initiated to explain the circumstances and explore alternative solutions.

Our local management teams are actively engaged in delivering requested services and resolving issues, consistently overseeing the progress of work orders to ensure prompt and satisfactory completion. If an issue necessitates immediate attention or escalation, our operations management team is alerted promptly via email. For recurring issues within a month, a new work order is generated to notify the operations management team of the persistent challenge. Upholding our commitment to service excellence, Valley Vista has instituted a comprehensive quality control program that encompasses performance standards related to work order creation, closure, tracking, and service recovery. These standards are under the purview of management, who are both responsible and accountable for their meticulous implementation.

Measurement of Incoming Calls

We continually monitor, measure, and coach key performance metrics to ensure we remain readily available to address our customers' needs and resolve their issues. Quality assurance is a cornerstone of our approach, as we uphold the highest standards in the industry.

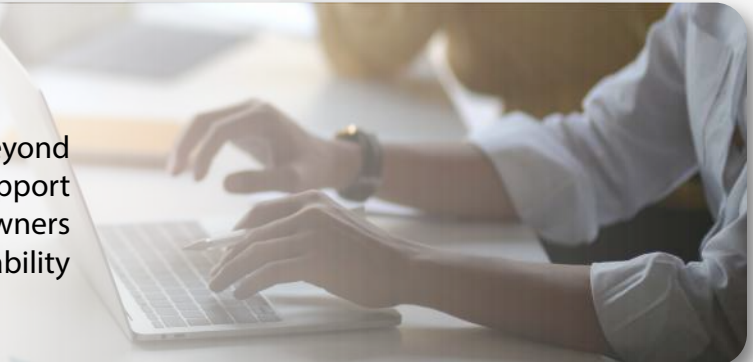
- **Average Speed of Answer (ASA):** Our average call answer time is under 30 seconds.
- **Call Abandon Rate (ABA):** Less than 4% of callers disconnect before their call is answered.
- **Average Handle Time (AHT):** On average, our customer service representatives address customers' needs in 6 minutes or less. Our objective is to resolve every issue during the initial interaction and allocate ample time to ensure customer satisfaction.
- **Average Hold Time:** Our commitment is to ensure that no customer call remains on hold for more than two minutes.



Accessible Contact Options

Digital Accessibility

Valley Vista goes above and beyond in offering comprehensive support to the residents and business owners of Diamond Bar, ensuring availability around the clock.



Live Chat. A dedicated team of customer service professionals is committed to catering to your needs through this communication channel. Our live chat sessions are initiated in real-time through our website and Phone App, operating from 8:00 a.m. to 5:00 p.m., Monday to Friday.



Mobile App. For Valley Vista-billed customers, our mobile app is designed to work seamlessly on both Apple and Android phones. It provides swift access to essential information such as collection days, payment choices, and additional service requests. Our app ensures 24/7 accessibility for customers.



Social Media. Recognizing the growing impact of social media on our daily lives, Valley Vista is deeply dedicated to delivering top-notch service through these platforms. Our local Facebook page, Twitter, Instagram, and LinkedIn serve as outlets through which we continuously update customers about our services, company updates, events, activities, and opportunities to enhance their environmental contributions.



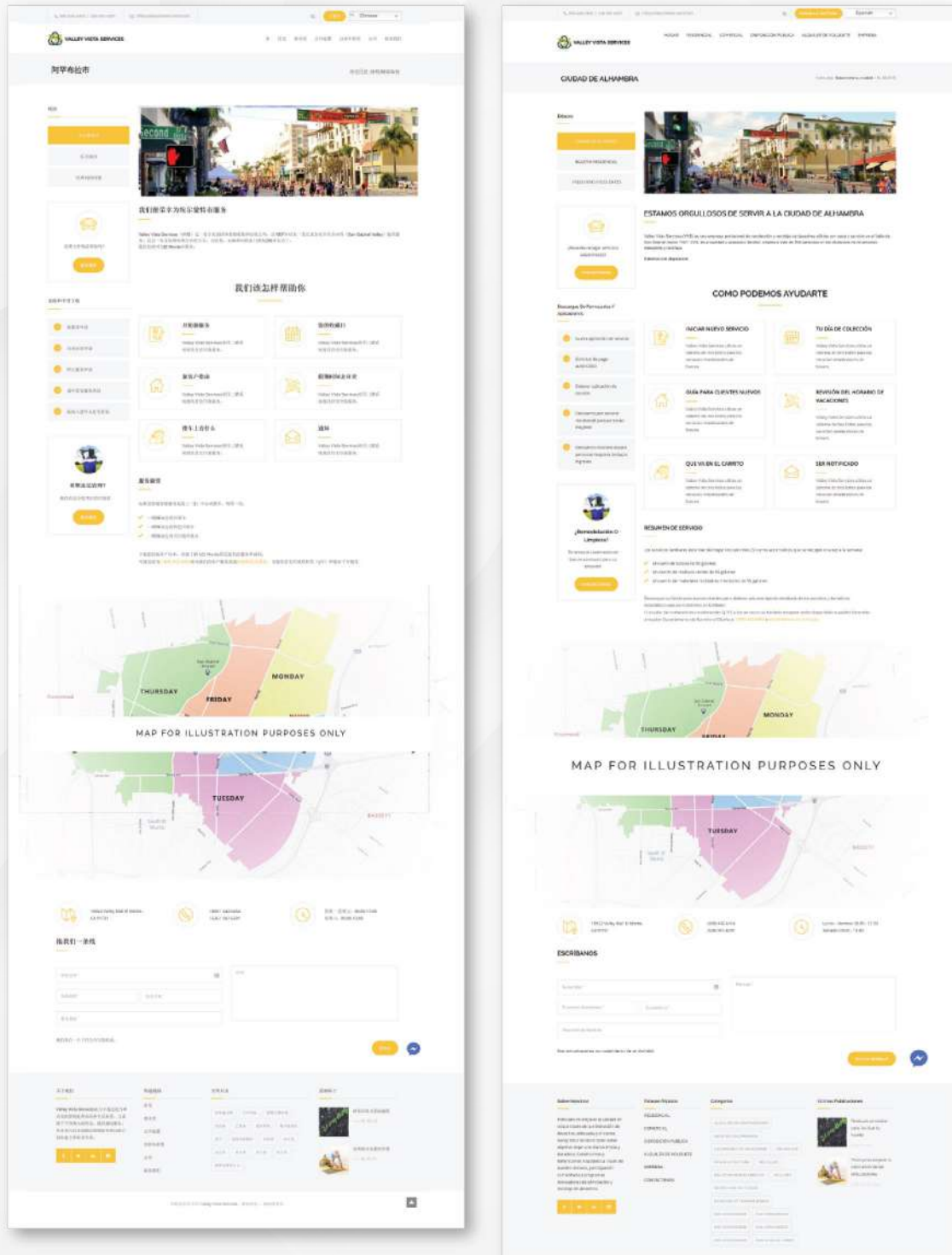
User-Friendly Website: An independent website will be exclusively created for Diamond Bar residents, designed for simplicity and functionality. Whether residents want to schedule a bulky item pickup, initiate a new service request, receive quotes, make payments, check collection days, or view holiday schedules, Diamond Bar's user-friendly website offers a range of convenient features.



myvvs.com



valleyvistaservices.com



After-Hours Phone Contact

We understand the importance of timely assistance, even outside regular hours. Our customer service number facilitates voicemail communication, empowering customers to leave messages after hours. Rest assured; our dedicated CSR will return your call within 4 hours of the next business day's commencement.



3.3 IMPLEMENTATION PLAN

Seamless Implementation Strategy

Drawing upon a decade of successful experience, Valley Vista has adeptly introduced more than 120,000 new automated carts through the successful acquisition of multiple franchises. Our implementation team, backed by refined processes and stringent quality controls, has honed the art of flawlessly executing service plans. With a seasoned crew specialized in automated cart transitions, we consistently manage the replacement of 1,500 to 2,000 carts daily. Beyond the cart delivery itself, our dedicated crew affixes city and route-specific educational materials to each new cart, ensuring recipients are well-informed about the intricacies of the updated collection and recycling program.

Acknowledging the paramount importance of a professional, well-timed, and orderly transition for both the city and its residents, Valley Vista has meticulously designed a transitional plan that has yielded success across various municipalities. This tailored plan surpasses the unique requirements of the City of Diamond Bar. Leveraging the collective expertise of our management team and crew, we are poised to seamlessly implement these transition plans well in advance of the September 1, 2025, service start date.

Throughout every phase of the transition, Valley Vista's staff and route personnel will be present and fully engaged. Our management team, community representatives, and route managers will integrate into the community, participating in pre-transition and implementation phases. This proactive engagement ensures that the logistical aspects of cart distribution unfold seamlessly. Moreover, our distribution personnel will maintain continuous communication with Valley Vista route personnel through radio

contact, and readily share contact information to promptly address any questions or concerns that may arise.

Phase 1

Comprehensive Transition Planning

Valley Vista's commitment to a seamless and efficient transition process is deeply ingrained in our unwavering dedication to the Valley Vista Value Added Program. Acknowledging the paramount importance of effective communication and meticulous planning as the bedrock of a successful transition, we have adopted a comprehensive strategy to meticulously outline and execute crucial milestones.

Upon award notification, VVS will initiate a collaborative partnership with the city's staff, concentrating on crafting a timeline that is not only streamlined but also customized to cater to the distinctive requirements and anticipations of the Diamond Bar community. This begins with a rigorous assessment of the current waste collection services, local infrastructure, and the specific needs of the area. By conducting this thorough evaluation, we establish a foundation upon which we develop a transition plan that caters precisely to the community's demands.

Planning efforts extend to the formulation of an optimized collection routing strategy. This complex process involves a comprehensive analysis of diverse factors that intricately shape waste collection operations. We delve into essential elements such as the locations of collection points, prevailing traffic patterns, and geographical nuances. By assimilating this crucial data, we strive to create routing maps that are finely tuned to minimize operational inefficiencies and, conversely, enhance the efficiency of waste collection services.



A focal point of our planning efforts revolves around the creation of a container distribution plan. This plan is intricately crafted in close coordination with city staff, ensuring that every aspect aligns meticulously with the community’s specific prerequisites. Recognizing the critical importance of timely and accurate container delivery for a smooth transition, our collaborative endeavors guarantee that this phase is executed with the utmost precision.

To this end, our comprehensive planning approach resonates with our commitment to provide the city and its residents with a transition that seamlessly caters to their unique needs. By fostering collaboration, meticulous attention to detail, and a proactive mindset, we stand ready to collaborate closely with the city to ensure a successful transition that not only meets but exceeds all expectations.

Equipment Procurement Strategy

Upon receiving approval from the City, Valley Vista will expedite a meticulously planned start-up process to ensure the Agreement’s seamless implementation. Central to this process is the strategic acquisition of bins, vehicles, carts, and other essential equipment. Our proactive approach involves pre-ordering bins through ConFab and orchestrating the manufacturing of carts with Rehrig-Pacific. Rehrig Pacific Company of Los Angeles, CA, is the manufacturer of the containers outlined in this RFP. The final order placement is contingent on the successful approval of the franchise area contract, allowing approximately 18 months for manufacturing and distribution.

Our team is fully committed to crafting a vehicle delivery schedule that seamlessly aligns with the city’s logistical framework. This schedule will be meticulously tailored to not only ensure timely vehicle deliveries but also strategically cater to the specific needs of the community. To ensure accuracy, we will continuously update delivery information based on manufacturers’ schedules. Our commitment extends to promptly finalizing production agreements in alignment with proposed schedules shared with the city. With both vehicles and containers in a pre-order status, we secure dedicated manufacturing slots for each product, ensuring unwavering compliance with all specified commencement dates.

Order New Chassis	November 2023
New Chassis Delivery	November 2024
Body fabrication and installation	Nov 2024 - Mar 2025
Units commissioned ready for duty	April 2025



In our commitment to environmental responsibility, VVS is dedicated to procuring 13 Renewable Natural Gas (RNG) automated collection vehicles. These strategic investments serve as a testament to our steadfast commitment to sustainability. These efforts are further reinforced by the establishment of a comprehensive RNG fleet and the implementation of complementary fueling systems, in strict adherence to AQMD rule 1193. Valley Vista has established an on-site fueling facility and a meticulously designed slow-fill fueling system. These instrumental facilities are strategically located within our corporate solid waste facility campus. Functioning as both our corporate fueling hub and a localized retail system, these facilities cater to an array of fuel options, including compressed natural gas, diesel, and unleaded fuels. This strategic setup ensures a comprehensive and convenient fueling infrastructure that supports our operational fleet while promoting sustainable energy alternatives.

To underscore our presence within the Diamond Bar community, each approved collection vehicle will prominently feature Valley Vista's name, local telephone number, and vehicle identification number. This commitment to transparency not only fosters a sense of accountability but also assures residents of our active engagement. Consistent care and maintenance, including periodic aesthetic enhancements such as paint and bodywork, will be diligently carried out to uphold the visual appeal of our fleet throughout the entirety of the franchise agreement. This approach reflects our holistic dedication to delivering a service that is both environmentally responsible and visually pleasing to the community we serve.

Workforce Development

A key pillar of our transition strategy revolves around building a skilled and dedicated workforce capable of executing the transition seamlessly. We deeply understand the pivotal role that a well-prepared and capable workforce plays in ensuring the success of this process, as well as in upholding the high standards of waste management services that Valley Vista is renowned for.

To accomplish this, we have developed a robust workforce development plan that revolves around strategic hiring and community engagement. By utilizing local advertising platforms and actively participating in community forums, we aim to tap into the local talent pool and identify individuals who share our commitment to delivering excellence in waste management services. Our engagement strategy extends to local advertising, where we will leverage community-specific channels to reach potential candidates within Diamond Bar. This approach not only helps us attract qualified individuals but also resonates with those who are invested in contributing to the betterment of their community through meaningful employment opportunities. Concurrently, active involvement in community forums provides a direct line of communication with residents and community members. Through these platforms, we can connect with individuals who hold a genuine interest in enhancing waste management services in their area. Such engagement serves as a conduit for us to communicate our values, highlight our commitment to excellence, and outline the various roles available within our workforce. Throughout this process, our focus remains on recruiting individuals who possess the required skills, experience, and dedication to execute every aspect of the transition process with precision. These skilled individuals will assume crucial responsibilities, including roles as drivers, collection crews, customer service representatives, and other essential positions.



Phase 2

Community Engagement and Education

The Community Engagement and Education plan crafted by Valley Vista Solid Waste Services (VVS) exemplifies our unwavering commitment to fostering meaningful connections throughout the transition process. In pursuit of sustained community involvement, we will establish a dynamic 12-month local outreach calendar, responsive to evolving needs and dedicated to keeping residents well-informed.

Our tailored approach for Diamond Bar entails a comprehensive community outreach initiative that directly engages residents, property managers, and owners. Building upon collaboration with City staff and local service organizations, we will amplify our outreach endeavors during the franchise rollout. A strong presence in local events, fairs, forums, and school activities will provide us with opportunities to introduce our company to the community, establishing a familiar presence and rapport. Our adept social media team will take the lead in showcasing both the vibrant Diamond Bar community and our innovative new program.

To ensure accessibility and comprehension, we will create a diverse array of outreach materials that cater to different preferences and learning styles. Upon securing necessary approvals, we will expedite the printing of these materials, facilitating a comprehensive understanding of the transition for the community. This clarity will be further accentuated as we diligently execute our plan by distributing these materials alongside the distribution of bins. This comprehensive approach to community engagement and education reflects our dedication to fostering informed, engaged, and empowered communities as we embark on this journey of positive change together.

Workforce Training

As an integral part of Phase 2, ensuring that our workforce is fully equipped, trained, and informed about the transition process is of paramount importance. This comprehensive training effort encompasses a range of key roles, including drivers, collection crews, and customer service representatives.

Our skilled drivers play a critical role in the waste collection process. As part of the transition, they will receive thorough training on new procedures and operational protocols. This includes familiarizing them with the specifics of the newly acquired vehicles, their features, and maintenance requirements. The training also emphasizes safe driving practices and adherence to all relevant regulations. By equipping our drivers with this updated knowledge, we are confident in their ability to seamlessly navigate the transition, ensuring efficient and reliable waste collection services.

The expertise of our collection crews is vital for the successful implementation of the transition. These dedicated individuals will undergo training to understand the intricacies of the new equipment and procedures. They will learn efficient collection techniques, optimized route navigation, and proper handling of various waste streams, including recyclables and green waste. Additionally, the training will emphasize the significance of teamwork, communication, and professionalism in delivering top-notch service to the community.



Our customer service representatives are on the frontline of communication with residents. Ensuring that they are well-versed in the transition process is essential for maintaining positive interactions. They will receive comprehensive training to handle inquiries, provide accurate information about the new waste collection procedures, and address any concerns or feedback from residents. This training is designed to equip them with the knowledge and skills to assist residents effectively and ensure a smooth transition experience.

By investing in thorough training for drivers, collection crews, and customer service representatives, we aim to foster a workforce that is not only knowledgeable but also confident in navigating the transition process. This training initiative aligns with our commitment to delivering high-quality waste collection services that meet the evolving needs of the Diamond Bar community.

Cart Assembly and Distribution Process

The comprehensive cart assembly and distribution process is expertly managed by Rehrig Pacific Company, a renowned full-service cart manufacturer. With a commitment to precision and efficiency, Rehrig Pacific oversees the complete assembly and distribution of all carts, utilizing their in-house personnel for seamless execution.

Assembly operations are centralized at the Valley Vista Cart Assembly and Distribution Center, strategically located at 17445 Railroad Street. This expansive 35,000 square foot warehouse has successfully managed the distribution of substantial quantities of automated carts during the transitions of various cities, including Walnut, El Monte, Basset/Valinda/South San Jose Hills, and Hacienda Heights.

Collaborating closely with the city and the previous hauler, we will execute a comprehensive plan for the safe and expedient replacement of carts, ensuring a smooth transition for residents. The negotiation of costs related to the collection and removal of carts from the previous hauler will be handled with precision by Valley Vista, without hindering the progress of the replacement rollout program.

The distribution process is facilitated through specialized vehicles designed for this purpose, jointly employed by Valley Vista and Rehrig Pacific. These vehicles enable the efficient distribution of approximately 1,500 to 2,000 carts per day, ensuring a seamless rollout process. Based upon information provided by the previous hauler, as well as site visits and route surveys, VVS will maintain current service levels as of the date of transition. Distinguished by their respective colors, the green-waste container will be vividly green with clear English and Spanish hot-stamped labeling, designating it for "Green Waste" collection. The Recycling container will be in a distinct blue hue and prominently labeled as "Recycling Only" in approved languages. The third barrel, colored black, is exclusively intended for the collection of permissible residue materials and will be similarly labeled in the required languages. Executing this process involves a fleet of three (3) 26' lift gate vehicles capable of carrying nine bins per load, along with two bin delivery vehicles capable of holding 3-5 bins, respectively.



The meticulous orchestration of cart assembly and distribution underscores our dedication to a smooth, organized, and timely rollout process, guaranteeing that residents receive their new carts in alignment with the proposed schedule.

Operational Testing

An integral step in our transition process involves conducting comprehensive operational testing to ensure a seamless and problem-free transition for the City of Diamond Bar. We recognize that the success of the transition hinges on meticulous preparation, and operational testing serves as a critical safeguard to identify and rectify any potential challenges before they can impact the efficiency of our services.

Our operational testing encompasses a range of vital aspects, including trial runs of collection routes. By executing these trial runs, we gain valuable insights into the practical execution of our waste collection procedures within the Diamond Bar area. This step allows us to fine-tune the routes, optimize collection points, and address any logistical intricacies that may arise. Furthermore, our testing regimen involves thorough vehicle inspections. Our fleet of collection vehicles is the backbone of our services, and ensuring their flawless operation is paramount. Through rigorous inspections, we can ascertain that each vehicle is in optimal condition, free from any technical glitches that could impede the smooth delivery of waste management services.

The functionality of equipment is another crucial facet of our operational testing. We meticulously assess the functionality of all equipment, such as bins, carts, and other waste management tools, to ensure they operate seamlessly and efficiently. This proactive approach ensures that the transition process is not only smooth but also devoid of any disruptions caused by faulty equipment. By rigorously assessing these various components through operational testing, we aim to identify and address any potential issues well in advance. This approach mitigates the risk of unexpected challenges arising during the transition, allowing us to execute the changeover with precision and confidence.

Operational testing embodies our commitment to excellence and our dedication to delivering uninterrupted waste management services. Through thorough testing, we uphold the highest standards of performance, ultimately benefiting the City of Diamond Bar and its residents with a seamless and efficient transition process.

Phase 3

VVS Services Commence

The commencement of services marks a significant milestone in the seamless transition to Valley Vista Solid Waste Services (VVS). This pivotal phase represents the culmination of meticulous planning, collaboration, and careful execution. With the City's approval and in alignment with the proposed schedule, Valley Vista will initiate the provision of waste collection and disposal services, reflecting our unwavering commitment to exceptional service delivery.

During this phase, Valley Vista's highly skilled and trained teams will spring into action, deploying our state-of-the-art fleet of collection and service vehicles to execute the waste management



operations seamlessly. Our crews, experienced in managing diverse waste streams, will collect and process green waste, recyclables, and residues in a safe, efficient, and environmentally responsible manner.

As the new collection and disposal process comes into effect, residents and businesses within the City of Diamond Bar will experience firsthand the benefits of Valley Vista's advanced infrastructure and comprehensive waste management solutions. Our commitment to sustainability will be evident as the RNG-powered automated collection vehicles efficiently navigate the city streets, adhering to the designated schedules with precision.

Throughout Phase 3, Valley Vista's customer service center remains fully operational, serving as a reliable point of contact for any inquiries, requests, or assistance related to the waste management services. Our user-friendly website, live chat support, and mobile app will further enhance the convenience and accessibility of customer interactions. To ensure a smooth transition, our dedicated customer service representatives will be readily available to address any questions or concerns that residents and businesses may have during the initial stages of the new service implementation. This commitment to responsive and effective communication underscores our dedication to customer satisfaction and ensures that the transition to Valley Vista's services is met with ease and confidence.

Phase 3 marks the beginning of a new era of waste management services in the City of Diamond Bar, underpinned by Valley Vista's advanced technology, skilled workforce, and commitment to environmental responsibility. As services commence, the community can expect a reliable, efficient, and sustainable waste management solution that reflects our mutual dedication to a cleaner, greener future.

Ongoing Community Engagement and Education

Building upon our proven expertise in public education and outreach, VVS is committed to a continuous expansion of recycling opportunities and the associated educational efforts. Our dedication to fostering sustainable behaviors extends beyond the initial transition, aiming to integrate long-lasting habits within the Diamond Bar community.

To achieve this, we will employ a multifaceted approach that spans diverse media outlets and engagement channels. Leveraging the power of social media and local cable access, we will disseminate valuable educational content, raising awareness about recycling practices, waste reduction, and environmental stewardship. These platforms will serve as dynamic spaces for sharing insights, addressing common queries, and highlighting the positive impacts of community participation.

Additionally, our public outreach initiatives will remain a cornerstone of our ongoing engagement strategy. By orchestrating well-organized and informative events, we will bring our expertise directly to the community. These events will include workshops, seminars, and interactive sessions designed to empower residents with practical knowledge and actionable steps to enhance their recycling efforts.



Distribution of printed educational materials, newsletters, and advertisements in local newspapers will continue to serve as effective tools for disseminating information. Our commitment to engaging with various segments of the community remains unwavering; we will actively collaborate with service clubs, local venues, public and private schools, and chambers of commerce to maximize outreach impact. Furthermore, our dedication to education will manifest through the development and distribution of educational tools, including recycling content items that offer insights into sustainable practices. These resources will empower residents to make informed choices and contribute positively to the community's environmental well-being.

A highlight of our engagement strategy will be the continuation and expansion of "How to Workshops" and community meetings. These proactive forums will provide a platform for open dialogues, fostering a direct line of communication between our experts and the community. Participants will have the opportunity to voice their questions, concerns, and suggestions, ensuring that their needs remain at the forefront of our ongoing initiatives. Lastly, we recognize the value of experiential learning. Therefore, we will continue to provide guided tours of our Material Recovery Facility to the community. This immersive experience will offer insights into the recycling process, reinforcing the significance of responsible waste management and inspiring individuals to participate actively.

In summary, our ongoing community engagement and education efforts underscore our commitment to creating a lasting impact. By leveraging a diverse range of mediums and engagement methods, Valley Vista Solid Waste Services aims to empower the Diamond Bar community with the knowledge and tools necessary to contribute meaningfully to a greener future.

Monitoring and Improvement

After the transition, consistent monitoring and improvement efforts become essential components of the operational landscape. As the dynamics of waste management and community needs evolve, maintaining a vigilant watch over operations becomes paramount. To effectively gauge the efficacy of our services, we actively seek input from the community. Engaging in open conversations with residents and stakeholders allows us to gain insights into their experiences, concerns, and suggestions. This direct feedback loop not only deepens our understanding of community needs but also enables us to promptly address any challenges that may arise.

Recognizing the fluidity of waste trends and challenges, VVS is committed to adjusting our operations as required. Whether it's adapting to changing waste patterns or aligning with evolving regulations, we prioritize flexibility to ensure our services remain aligned with community requirements.



This transition signifies the start of an ongoing journey focused on practical enhancements, driven by direct community involvement and adaptability to changing situations. Through continuous operational improvements, our goal is to offer a waste management solution that consistently aligns with the community's requirements and relentlessly pursues ongoing advancements.

Emergency Preparedness

Valley Vista's dedication to dependable service goes beyond routine operations; it extends to emergency preparedness as well. In times of crisis and upon the City's request, we are equipped with a dedicated fleet of vehicles, ready to swiftly and efficiently collect all refuse and recyclables within the Diamond Bar area. This commitment stands as a testament to our unwavering dedication to the communities we serve. Our proactive approach ensures that even in challenging circumstances, the essential waste collection services remain uninterrupted, providing residents with the assurance of reliable support. This level of preparedness reflects our core values and our commitment to being a dependable partner to the City of Diamond Bar.

SCOPE OF SERVICES

Single-Family and Multi-Family Dwelling (less than 5 units)

Valley Vista provides a comprehensive suite of services that cater to the diverse waste management needs of the Diamond Bar community. Our services have been thoughtfully designed to not only offer efficient waste disposal solutions but also to promote environmental sustainability, convenience, and community well-being.

We understand that waste generation can vary, and residents might occasionally have refuse that exceeds their cart's capacity. To address this, we offer two annual pickups per calendar year for refuse that wouldn't fit in the refuse cart, excluding bulky items. Each of these pickups can handle up to the equivalent of three large bags, boxes, or barrels of refuse. Moreover, an end-of-year pickup is available for any additional refuse placed for collection in customer-owned containers during the two weeks starting December 26. This service is provided at no extra charge, demonstrating our commitment to flexibility and meeting residents' waste disposal needs.

Recognizing the importance of convenience, we offer backyard service that goes beyond curbside collection. This service involves retrieving carts, green waste bundles, and cart overages from locations like backyards, side yards, or driveways, and returning them empty to their original spots. While this service incurs an additional charge, it ensures that waste collection aligns with residents' preferences.

Our commitment to accessibility extends to customers who are legally or medically recognized as disabled. For them, we offer backyard service at no additional cost. This inclusive approach ensures that individuals with specific needs receive waste collection services without any added barriers.



We understand that temporary waste disposal needs arise, particularly during cleanup or construction projects. As a result, we offer temporary roll-off box and temporary bin services on request. These services provide residents with the means to effectively manage waste during temporary periods of increased waste generation. Managing bulky items can be challenging, but our on-call bulky item pickup services offer a solution. Each dwelling unit, whether Single-Family Dwelling (SFD) or Multi-Family Dwelling (MFD), is entitled to four bulky item pickups per calendar year at no extra charge. Residents can put out up to three cubic yards of material at each pickup, with additional pickups available for a nominal fee.

We prioritize the safe disposal of hazardous household items through our door-to-door call-in Household Hazardous Waste (HHW) collection service, available for both SFD and MFD customers. With two pickups per calendar year for each dwelling unit at no additional charge, residents can safely dispose of hazardous materials, including paints, automotive wastes, and more. Supporting the City's efforts to promote Household Hazardous Waste events, we actively spread awareness about Los Angeles County Household Hazardous Waste collections held in Diamond Bar. Through various communication channels like our website, brochures, mailings, social media, and press releases, we aim to educate and engage residents in these important initiatives. To encourage responsible used oil disposal, we provide curbside collection services for used oil and oil filters. Residents can place used oil and oil filters curbside beside their solid waste container on regular collection days, ensuring these hazardous materials are disposed of safely.

Our commitment to safety extends to the proper disposal of sharps waste generated by our customers. Through our mail-based program and drop-off locations, we ensure the safe processing of sharps waste. This includes delivering sharps containers directly to residential customers at no cost and arranging convenient drop-off locations in collaboration with local pharmacies. In partnership with the city, we actively promote medication takeback programs provided by the Los Angeles County Sheriff's station and third-party events in Diamond Bar. Through our website, brochures, mailings, social media, and press releases, we aim to increase awareness and encourage residents to participate in these important initiatives.

Demonstrating our commitment to sustainability, we actively publicize our free materials exchange/gifting program, FreeCycle.org, to residents. This program fosters the reuse and sharing of materials, contributing to a more sustainable community. Our services extend to environmental stewardship by providing holiday tree collection services from December 26 through the second Sunday in January. This initiative encourages responsible disposal and supports the city's waste diversion efforts. We also distribute coupons through quarterly billings to encourage composting and sustainable practices. These coupons entitle residential customers to receive two bags of compost per event at two community events per year, as determined by the city.

Valley Vista's comprehensive suite of services underscores our commitment to responsible waste management, customer convenience, and environmental sustainability. We strive to deliver these services efficiently and effectively, ensuring that the residents of Diamond Bar



benefit from tailored waste management solutions that contribute to a greener, healthier community

Commercial and Multi-Family with 5 or More Units

For commercial and multi-family properties consisting of five or more units, Valley Vista is dedicated to offering a comprehensive suite of waste management services designed to meet the specific demands of these establishments. Our objective is to ensure efficient waste collection while aligning with regulatory mandates and encouraging sustainable practices.

Our refuse collection services are tailored to the unique needs of each customer, with a minimum frequency of once per week, ensuring the effective management of solid waste generated on the premises. Our flexible scheduling ensures timely waste removal and handling. In compliance with AB 341, we provide source-separated recycling collection using bins or carts for properties mandated to participate in organics collection. Our recycling services are cost-effective and designed to meet regulatory requirements. For properties required to engage in organics collection under AB 1826 and SB 1383, we offer source-separated organics collection using bins or carts. Our organics services are provided at rates not exceeding the equivalent refuse rate for containers of similar sizes and service frequency. This approach ensures that organic waste is properly managed and diverted from landfills.

To streamline waste collection, we offer a bin pushout service to assist in moving containers to the collection point. This service is provided at no additional charge and ensures containers are positioned for efficient collection. Our scout service employs specialized small vehicles to move containers to the street or public right-of-way for collection, enhancing efficiency and timely waste gathering.

To enhance security, we provide locking bins complete with hasps and locks, maintaining waste containment and protection. Regular maintenance and servicing of the locks are included. For cleanup or construction requirements, our permanent and temporary roll-off box services offer a comprehensive solution. Rates include both the service component and a per-ton charge based on actual tonnage collected. We ensure timely delivery and efficient pick-up of waste from these projects.

To address bulky items, each multi-family dwelling unit is entitled to up to four bulky item pickups annually, without any additional charge. Residents can dispose of up to three cubic yards of material during each pickup, with options for additional pickups at a nominal fee. Electronic waste (E-Waste) generated by multi-family properties is collected through our bulky item pickup service, adhering to regulations for proper disposal. Our door-to-door call-in HHW collection service for multi-family dwelling units is provided at no extra charge. Residents can safely dispose of hazardous materials, including paint, cleaners, and more. Televisions, computers, and other HHW items are collected as part of our bulky item pickup service when safe and legal to do so.

Valley Vista extends its commitment to commercial and multi-family properties by providing services that adhere to regulations, encourage environmental responsibility, and offer convenient waste management solutions.

***Construction and Demolition (C&D) Debris***

For the collection of C&D debris, Valley Vista upholds stringent standards to ensure responsible waste management practices. All mixed loads of C&D debris will be carefully transported to a certified processing facility, adhering to the regulations outlined in the draft Agreement Section 3.7.

Our commitment to sustainability is exemplified by our dedication to diverting C&D debris from landfilling. We are committed to achieving a minimum diversion rate of 75% or the State-mandated Construction and Demolition diversion percentage, whichever figure is greater, for all the Construction and Demolition debris collected. This approach aligns with our broader mission to promote eco-friendly waste disposal methods while contributing to the reduction of landfill waste.

City Collection

Valley Vista is dedicated to providing comprehensive and efficient City Collection Services that cater to the diverse needs of the City of Diamond Bar. We offer a range of essential services aimed at facilitating proper waste disposal and supporting the City's commitment to environmental sustainability.

These services cover a broad spectrum of City facilities, including offices, parks, and street maintenance operations. The extent of our service coverage may vary over the term of the agreement, reflecting any changes in facilities or service levels. Importantly, these adjustments will be made without increasing compensation for additional collection services, as outlined in the draft Agreement Section 3.8.

Valley Vista takes pride in its active involvement in City-sponsored events. We contribute by providing refuse, recyclables, and organics collection services at no charge during these events. Our commitment extends to using various types of containers, such as carts, bins, roll-off boxes, and even cardboard boxes with liners, as required by the event's nature. We understand that City-sponsored events contribute to the vibrancy of the community, and we aim to support them without imposing any additional collection service fees.

Our dedication to service equality is evident in our approach to alternating events between separate contractors for the residential and commercial sectors, if applicable. This ensures that the distribution of events is balanced, based on the level of effort or number of events, irrespective of the contractor involved.

Beyond these activities, Valley Vista is committed to promptly addressing abandoned bulky waste. In alignment with our commitment to maintaining the beauty and cleanliness of the City, we provide a service for collecting bulky waste abandoned within the city's right-of-way or other public property. This is carried out at no additional charge, and our response time is within one business day of notification from the city. In collaboration with the City's Community Development Review Services, we provide valuable input to building permit applicants. Our expertise is utilized to advise on container storage space and access requirements, particularly



with regard to accommodating recycling and organics containers. This consultation service is offered at no additional charge, highlighting our dedication to fostering sustainable practices within the City's development landscape. Additionally, Valley Vista is committed to supporting the success of large venue events held within the city. We assist in terms of reporting and planning needs, in alignment with the requirements of AB 2176 as outlined in the California Public Resources Code 42648, et seq. This collaboration occurs at no extra cost and underscores our commitment to fostering sustainable practices within special event planning.

Our proactive efforts extend to the confiscation of unauthorized containers placed within the City's public rights-of-ways. This is carried out upon notification from the City, or if we come across such containers based on the procedure provided in the franchise agreement. Our goal is to maintain the cleanliness and aesthetics of public spaces, contributing to an enhanced living environment for the community. Furthermore, Valley Vista is dedicated to assisting the city in times of emergency. We stand ready to provide emergency collection and disposal services in the event of major disasters like earthquakes, storms, riots, or civil disturbances. Our team, equipped with Collection equipment and drivers, is prepared to step in and assist as required. Any charges associated with these services are calculated based on actual disposal costs plus service rates per the approved rate schedule.

In support of storage needs within city facilities and schools, Valley Vista offers the provision of eleven 40-cubic-yard portable storage containers. These containers are intended to serve as efficient storage solutions throughout the duration of the Agreement. Our commitment extends to ensuring that these containers are maintained in optimal condition, aligned with the city's expectations.

Valley Vista's commitment to the community's well-being goes beyond standard services. We actively participate in emergency collection and disposal efforts, ensuring that the City's needs are met during challenging times. Our collaborative approach and dedication to environmental sustainability align with the city's values, making us a reliable partner for comprehensive waste management solutions.



3.4 AB 341, AB 1826, AND SB 1383 IMPLEMENTATION PLAN

Implementation Plan for AB 341, AB 1826, and SB 1383 Compliance

This comprehensive implementation plan outlines the tasks, procedures, and schedule to ensure the city's compliance with AB 341 (Commercial Recycling), AB 1826 (Organics Recycling), and SB 1383 (Organics Waste Reduction). The plan encompasses education, outreach, program execution, reporting, and ongoing monitoring to achieve successful compliance within the designated timeframes.

Phase 1: Pre-Implementation Preparation

Duration: Month 1-2

Stakeholder Engagement:

- Identify key stakeholders, including City officials, community organizations, and waste management personnel.
- Conduct preliminary meetings to establish communication channels and collaboration strategies.

Program Assessment:

- Review existing waste management practices, infrastructure, and collection systems.
- Analyze waste composition to identify current diversion rates and potential areas of improvement.

Regulatory Familiarization:

- If needed, conduct training sessions for city personnel to ensure understanding of AB 341, AB 1826, and SB 1383 requirements.

Phase 2: Education and Outreach

Duration: Month 3-4

Educational Material Development:

- Create clear and concise educational materials, including brochures, posters, and online resources, to inform residents, businesses, and multifamily units about recycling and organics programs.

Community Workshops:

- Organize interactive workshops to educate the community about the benefits of recycling and organics diversion.

- Provide detailed information on proper sorting, container usage, and program objectives.

Multifamily and Commercial Engagement:

- Conduct targeted meetings with property managers and business owners to explain program requirements and offer assistance.

Phase 3: Reporting and Compliance Monitoring

Duration: Ongoing

Data Collection and Reporting:

- Establish a robust tracking system to monitor diversion rates, tonnages, and waste composition.
- Generate regular reports for the City and regulatory agencies to demonstrate compliance with AB 341, AB 1826, and SB 1383.

Contamination Monitoring:

- Implement contamination monitoring procedures, including physical inspections, photo documentation, and customer notifications for non-compliant waste streams.

Customer Engagement and Assistance:

- Continuously provide assistance to customers through helplines, online platforms, and community engagement events.
- Address concerns, answer questions, and offer guidance to improve participation and compliance.

**Continued Outreach Efforts:**

- Direct mail campaigns with informative materials and sorting tips.
- Regular community workshops with interactive sessions and Q&A.
- Development of how-to videos for online platforms.
- Dedicated website with comprehensive information and interactive features.
- Participation in local events and fairs to engage the community.
- School outreach programs to educate students about proper waste separation.

Phase 4: Continuous Improvement

Duration: Ongoing

Review and Adaptation:

- Regularly review program effectiveness and diversion rates.
- Identify areas of improvement, potential modifications, and adjustments based on feedback and data analysis.

Innovative Solutions:

- Explore innovative technologies, such as food rescue and donation programs, to enhance diversion rates and reduce waste.

Stakeholder Engagement:

- Maintain open communication with stakeholders to foster collaboration, address challenges, and refine program strategies.

**** THIS PLAN IS SUBJECT TO CHANGE BASED ON THE IDENTIFIED NEEDS AND REQUESTS OF THE CITY.****

IMPLEMENTATION OVERVIEW**Residential Collection****Source Separated Recyclable Materials Collection**

As part of our commitment to efficient waste management, we will maintain the same service levels as the current hauler. Each cart delivery will include city-approved educational materials available in required languages. This informational packet will outline program requirements, acceptable and non-acceptable items for the cart, access to additional resources, and the collection schedule.

To ensure the proper processing of these materials, Valley Vista will collaborate with Grand Central Recycling (GCR). The collected materials will undergo thorough sorting by commodities for marketing or repurposing. A comprehensive screening process will separate particles, which will then be combined with soiled paper products to create compost, effectively maximizing waste diversion. Our approach aims to streamline recycling efforts while minimizing environmental impact.



Organics Collection (Green Container)

In our effort to facilitate efficient waste management, Valley Vista will implement a comprehensive approach to Organics (Green Container) collection. As part of this initiative, we will provide the current service levels for yard waste and organics materials, accompanied by a 3-gallon lidded pail. This pail is designed for convenient food waste collection within residents' food preparation areas, subsequently to be transferred to the green cart for weekly commingled collection.

The educational materials provided alongside these carts will offer clear program guidelines, detailing acceptable items for both the yard waste cart and the food waste pail. Residents will also receive information on additional resources, the collection schedule, and the significance of their participation in the program. The inclusion of a dishwasher-safe pail, even when not used for curbside collection, aims to educate and enhance the overall program experience for participants. In addition to the educational materials, Valley Vista will supply an introductory roll of pail liners. These liners are meant to be used in conjunction with the pail to segregate food waste from regular kitchen garbage, thus helping to prevent contamination of compostable yard waste.

Utilizing GCR as a processing hub allows Valley Vista to provide sensible organics/food waste recovery programs that will ensure program success and compliance. By prescreening the waste stream, processing food waste, and high moisture content organics for anaerobic digestion and energy conversion, we can then be able through our partnership with Agromin Organics to compost the yard waste/organics. This partnership allows us the access to guarantee capacity at off-site well-managed compost sites that will provide Valley Vista with a backhaul of high grade, twice tested compost. Material that can be provided for required compost giveaways and offer compost and soil amendments to the city and residents to close the loop and achieve yet another component of SB 1383 compliance.

This process and this processor provide us the confidence that providing the city with a company warranty of recovered organic waste products is possible.

Valley Vista is committed to transparency and compliance. We will provide the city with documentation on plastic bag use for the green containers as required. This integrated approach to recycling collection underscores our dedication to both efficient waste management and environmental sustainability.

Commercial Collection

Drawing on comprehensive data analysis and an initial route assessment, our commercial collection approach prioritizes delivering bins tailored to each customer's current service frequency, mirroring their preferences with the existing service provider. These bins will feature clear instructional labels, enriched with informative pictograms, complemented by mailed educational materials. These pre-approved resources will be distributed to customers, offering insights into the new program, hosting technical workshops, outlining legislative obligations, underscoring participation significance, and inviting them to welcome our environmental services team for site visits.



The collected material from mixed waste bins will be transported to GCR, where it undergoes meticulous processing to maximize commodity recovery and diversion, contributing to sustainability goals. Our dedicated food waste routes will manage organic bins and carts, delivering the material to GCR for processing into a versatile mash suitable for composting or digestion. To maintain program aesthetics and mitigate vector-related concerns, our collection trucks will incorporate container washing capabilities.

For commercial customers generating over 4 yards of waste per week, a 65-gallon organics cart will be provided. Higher volume producers can opt for bin service tailored to their needs. For those generating 2 yards of waste per week, a bagged program will be introduced. This option utilizes a yellow-colored bag for organic/food waste, which is placed in the mixed waste bin. This collected waste undergoes a meticulous process, with bags removed and processed via the Scott Turbo Separator, directing the mash towards composting or energy production. This comprehensive approach ensures the highest commodity recovery and diversion rates, contributing to an effective waste management strategy.

Multi-Family Collection

Based on data collection and a preliminary route audits of multi-family customers will be delivered bins sized at service frequencies subscribed to with the current service provider. Our bins will be labeled with instructions and pictograms to educate the clients. Simultaneously, they will be mailed education materials approved by the city advising them of the new program, technical workshops, legislative requirements, importance of participation, and invitation for a site visit from our environmental services team. All material from the mixed waste bins would be collected and taken to GCR for processing for maximum commodity recovery and diversion.

Organics carts will be delivered based on a ratio of living units. When site visits occur, lidded pails with educational material and liners will be provided to each unit. The resident will be asked to utilize the liners in conjunction with the pail to keep the food waste out of the typical kitchen garbage and get it into liners/bags to be placed in the 65-gallon organics carts. The carts will then be collected by our dedicated food waste routes and transported to GCR, where the material would be processed into a mash that could then be composted or digested. The trucks on these routes would have the ability to wash out the containers as necessary to improve the overall look of the program and minimize issues with vectors.

Collection Contamination Monitoring

For all collections services, VVS will elect to perform both Manual Physical Inspections and Visual Inspections via an On-Board Monitoring System (3rd Eye). Both inspection methods are included in CalRecycle's Best Management Practices for Implementing a Route Review Program. VVS personnel performs ongoing contamination evaluation over the term of the Franchise Agreement, in accordance with our Unpermitted Waste Screening Protocol as detailed below. Further, in accordance with The Short-Lived Climate Pollutant Reduction Law (SB 1383) and State regulations, VVS will be performing contamination audits annually for all routes, using the methodologies described above.

**Unpermitted Waste Screening Protocol.***1. Ongoing Employee Training in Identification*

VVS conducts monthly tailgate safety meetings and quarterly safety review meetings with all drivers and route personnel. During these monthly and quarterly meetings, training and educational materials are presented to educate all employees in load checking, household hazardous waste identification techniques and contamination of waste streams. Operators are trained in both identification procedures and notification procedures when un-permitted waste is discovered. Operators discovering un-permitted waste are trained to complete a two-part notification form, one part for the generator and the second part for the office. Notification forms/warning is left on the containers and either (i) discovered un-permitted waste materials are left adjacent to the container, or (ii) in the case of waste stream contamination, a notice will be provided to the generator of the violation and education materials for proper sorting will be provided.

2. Driver Inspection

Un-permitted waste, including all HHW, E-waste and U-waste is forbidden in the general waste stream. Additionally, SB 1383 aims to reduce waste stream contamination and increase education for generators. Utilizing in hopper cameras, drivers are trained to look for un-permitted waste in the waste stream at the point of collection. Curbside collection with fully automated containers often hampers visual identification, for this reason VVS has installed camera monitors in each vehicle, giving the operator clear visual site of all contents of each container before it is commingled with the entire load.

Should a driver miss the identification of un-permitted waste in the loading procedure, all waste passing through the transfer station receives a second inspection. Should any waste be identified in a particular load, the identified load will be traced back through the route and additional precautions will be set in place for the following week. The discovered un-permitted waste will be properly disposed of according to the local, state and federal laws.

3. Immediate Driver Response

While unloading the collection container into the holding hopper the driver has a clear view of the waste products as they are emptied and staged for compaction. All drivers are trained and prepared to remove all U-Waste, E-Waste and Household Hazardous Waste materials upon identification.

Unpermitted materials such as U-Waste or Household Hazardous Waste or any suspicious unidentified materials will be left at the service address and a notification tag will be affixed to the offending container.

Generators that contaminate waste streams will be notified of their violation and education materials will be provided. A copy of all contamination notices will be retained on file.



4. Driver Notification

VVS drivers are trained and prepared to deal with any unpermitted waste issue. Besides being thoroughly trained in the identification process, VVS personnel have been instructed to complete the non-collection tag and adhere it to the offending container. The notification tag will explain the violation and the proper means of disposal. Additionally, the driver will leave VVS contact information and the VVS customer service department will be alerted as to the violation. All non-collection notices will be noted in the customer contact file.

VVS Customer Service will log every incident into both the hard copy daily activity log and the generators electronic account database file. All hard copies (and electronic formatted versions) will be supplied to the designated City of Cypress personnel.

5. Notification of Agency

VVS maintains a complaint and incident log for all City customers. Customer Service will monitor and record all un-permitted waste violations/incidents identified by VVS personnel. All records will be copied and supplied to the City upon request. VVS will use best business practices to report its observations to the City representative in addition to notifying the offender.

Habitual violators will be reported to the designated City staff member and notwithstanding any laws or regulations to the contrary, service will be suspended pending final resolution with the customer and the inspector.

Should any material identified appear to be dangerous in nature or a threat to the health and safety of the community or VVS personnel, the area route supervisor will immediately notify the County Fire Department and the designated City contact for immediate resolution.

Organics processing

Utilizing GCR as a processing hub allows Valley Vista to provide sensible organics/food waste recovery programs that will ensure program success and compliance. By prescreening the waste stream, processing food waste, and high moisture content organics for anaerobic digestion and energy conversion, we can then be able through our partnership with Agromin Organics to compost the yard waste/organics. This partnership allows us the access to guarantee capacity at off-site well-managed compost sites that will provide Valley Vista with a backhaul of high grade, twice tested compost. Material that can be provided for required compost giveaways and offer compost and soil amendments to the city and residents to close the loop and achieve yet another component of SB 1383 compliance.

This process and this processor provide us the confidence that providing the City with a company warranty of recovered organic waste products is possible.

Commercial Generator Compliance Reviews

Through our environmental services team, Valley Vista will conduct annual compliance reviews of the commercial generators, hauler routes, and food recovery compliance.



Service Complaints

Valley Vista will document all service complaints, including issues regarding non-compliance. When necessary, Valley Vista will investigate SB-1383 non-compliance Complaints and report its' findings to the city.

Technical Assistance Program

Through our environmental services team and under the management and our community liaison's direction, Valley Vista will provide site visits and waste assessments. Beginning September 1, 2025, four field reps will visit, on average, five generators' premises per day to assess, assist, advise, and educate business owners, managers, and multi-family residents on the programs and requirements of the new collection and recovery systems. They will be able to provide information regarding the regulations and specifications of the programs and assist in providing training and alternatives that could offer reductions in costs. Each waste assessment will collect the pertinent data. Valley Vista will make that data available to the city upon request and assist the City with its' AB 827 requirements as a component of our site visits. Our environmental services team will continue to provide annual follow-up and training to ensure the program's success and compliance.

Workshops and Meetings

Through our environmental services team under our community liaison's direction, Valley Vista will provide the necessary technical assistance workshops in locations and at times that ensure the most community participation and engagement as possible. These workshops will give multi-lingual instruction through interactive education processes to promote understanding and acceptance of the new system's requirements. Questions will be answered, and a follow-up provided. These workshops will cover the regulatory requirements of SB 1383, AB 1826, and all of the local program service changes.

Record Keeping and Reporting Requirements

As stated previously in this section, Valley Vista will maintain all records of its' technical assistance activities and outreach materials and provide reports to the city.

Universal Enrollment Monitoring

Valley Vista is dedicated to aiding the city in efficient generator enrollment. We will collaborate with the city and its consultant to establish an agreed-upon enrollment process no later than September 2025. Our team will maintain meticulous records and furnish necessary reports as required. Our environmental services team, in coordination with our contract compliance department, will validate and ensure Universal Enrollment adherence.

Our enduring commitment to environmental stewardship is evident in our investments across fleet, facilities, processing capacities, and workforce. Our track record demonstrates our proficiency in securing compliance for client cities. Driven by this commitment and our capable team, we affirm our assurance to the City of Diamond Bar in this endeavor.



3.5 FOOD AND RESCUE DONATION PROGRAM

Food Rescue and Donation Program to Comply with SB 1383

In accordance with SB 1383, which mandates the recovery of at least 20% of currently disposed edible food for human consumption by 2025, Valley Vista presents its comprehensive approach to assist the City and its customers through the Food Rescue and the Procurement of Recovered Organic Waste program.

Valley Vista is committed to serving as a strategic collaborator, actively engaging in the deployment, expansion, and management of Food Recovery initiatives within the city. This extends to Food Recovery Organizations and dedicated Food Recovery Services.

Implementation Strategy for the Food Rescue and Donation Program

The Food Rescue and Donation Program is a critical component of Valley Vista's commitment to SB 1383 compliance and reducing edible food waste. The strategy outlined below encompasses a comprehensive approach to effectively implement the program, involving collaboration with stakeholders, streamlined processes, and impactful outreach efforts.

1. Stakeholder Engagement:

- **City Collaboration:** Valley Vista will engage in close collaboration with the City of Diamond Bar to align program goals, establish reporting mechanisms, and ensure seamless coordination.
- **Food Rescue Organizations:** Valley Vista will identify and partner with established food rescue organizations operating within the city. Collaborative discussions will ensure a clear understanding of roles and responsibilities.

2. Outreach and Education:

- **Community Awareness:** Valley Vista will launch a targeted awareness campaign to inform residents, businesses, and food establishments about the Food Rescue and Donation Program's purpose, benefits, and participation process.
- **Educational Materials:** User-friendly materials, such as brochures, posters, and online resources, will be developed to provide clear instructions on how to segregate and prepare edible food for donation.

3. Collection and Donation Process:

- **Collection Routes:** Designated collection routes and schedules will be established for the pickup of edible food from participating businesses and food establishments.
- **Food Storage and Handling:** Valley Vista will provide guidelines to participating entities on safe and hygienic food storage and handling to ensure the donated food remains suitable for consumption.
- **Distribution Partnerships:** Valley Vista will collaborate with local food banks, shelters, and community organizations to facilitate the distribution of rescued food to those in need.

4. Data Collection and Reporting:

- **Tracking Systems:** A robust data collection and reporting system will be implemented to track the amount of edible food rescued, donated, and distributed.
- **Regular Reporting:** Valley Vista will provide regular reports to the city, food rescue organizations, and other stakeholders to demonstrate program impact and compliance with SB 1383 targets.

**5. Continuous Improvement:**

- **Feedback Mechanisms:** Valley Vista will establish feedback mechanisms to gather insights from participating entities and distribution partners, allowing for continuous improvement of program efficiency and effectiveness.
- **Adaptation:** The program will remain flexible to accommodate changing needs, technological advancements, and evolving regulations related to food rescue and donation.

6. Measurement of Success:

- **Diversion Metrics:** The success of the Food Rescue and Donation Program will be measured by tracking the quantity of edible food diverted from the waste stream, donated to those in need, and the resulting reduction in edible food waste.
- **Community Impact:** The program's impact on addressing food insecurity within the community will also serve as a significant measure of success.

By systematically implementing this strategy, Valley Vista will establish a robust Food Rescue and Donation Program that aligns with SB 1383's objectives and contributes positively to both environmental sustainability and social well-being within the City of Diamond Bar.

Procurement of Recovered Organic Waste Products

Valley Vista stands prepared to meet and surpass the City's requisites for the procurement of reclaimed organic waste products. Over the years, Valley Vista's organic waste program has facilitated the conversion of millions of tons of organic waste into compost. This transformative journey has been accomplished in partnership with esteemed entities like Agromin, Premium Soil Products, and the development of the Organics Diversion and Recycling Program.

This multifaceted program focuses on the collection and processing of organic waste, channeling it into sustainably manufactured feedstocks designed for energy conversion and the creation of fertility products. The overarching goal remains steadfast: diverting organic waste from landfills. Bolstered by the Agromin partnership, Valley Vista gains access to an extensive network of authorized facilities and cutting-edge technologies dedicated to transforming organic materials into value-added goods.



3.6 ORGANICS WASTE RECYCLING PROGRAM

Valley Vista Services (VVS) possesses extensive experience in aiding municipalities to achieve diversion goals by expertly managing organic waste collection, processing, and transformation. Our Sustainability Team's comprehensive approach, referred to as the "All of the Above" solution, empowers the City of Diamond Bar to fulfill state mandates and regulatory requisites outlined in SB1383 and AB1826. This solution concurrently minimizes the environmental impact of waste service operations.



SB1383 emphasizes reducing climate pollutants by diverting organic waste from landfills, while AB1826 mandates organic waste recycling for businesses, multifamily, and residential customers. We meticulously adhere to CalRecycle's stipulations to ensure proper compliance in commercial, multifamily, and residential recycling efforts.

The journey of organic waste collection, processing, and transformation commences with VVS's dedicated sustainability team, engaging in customer education and outreach. Comprising knowledgeable experts who ardently support zero-waste and sustainability initiatives, our team offers valuable insights, answers queries, and supplies resources to drive participation in our organic waste programs. Active customer participation provides optimal feedstock for the organic waste stream. Additionally, we collaborate with businesses to recover edible food surplus, redistributing it to underserved communities grappling with food insecurity.

The VVS "All of the Above" solution maximizes the processing and transformation of the city's organic waste, strategically addressing the challenges of diverse waste streams. Our commitment extends to deploying government affairs and compliance reporting teams to collaborate closely with city staff and CalRecycle to ensure meticulous data management and reporting compliance.

Why "All of the Above"?

In Southern California, windrow composting is often employed for organic waste treatment, but it demands considerable space and time. Notably, no large-scale windrow composting is available from waste haulers in landlocked Los Angeles County. As a result, organics are transported over long distances, raising concerns about greenhouse gas emissions from the transportation. The VVS "All of the Above" solution circumvents a one-size-fits-all approach by tailoring treatment to the unique characteristics of each organic waste load, incorporating the following approaches:

- Organics Processing
- Solid Separator
- Anaerobic Digestion
- Composting
- Covered Aerated Static Pile



Organics Processing

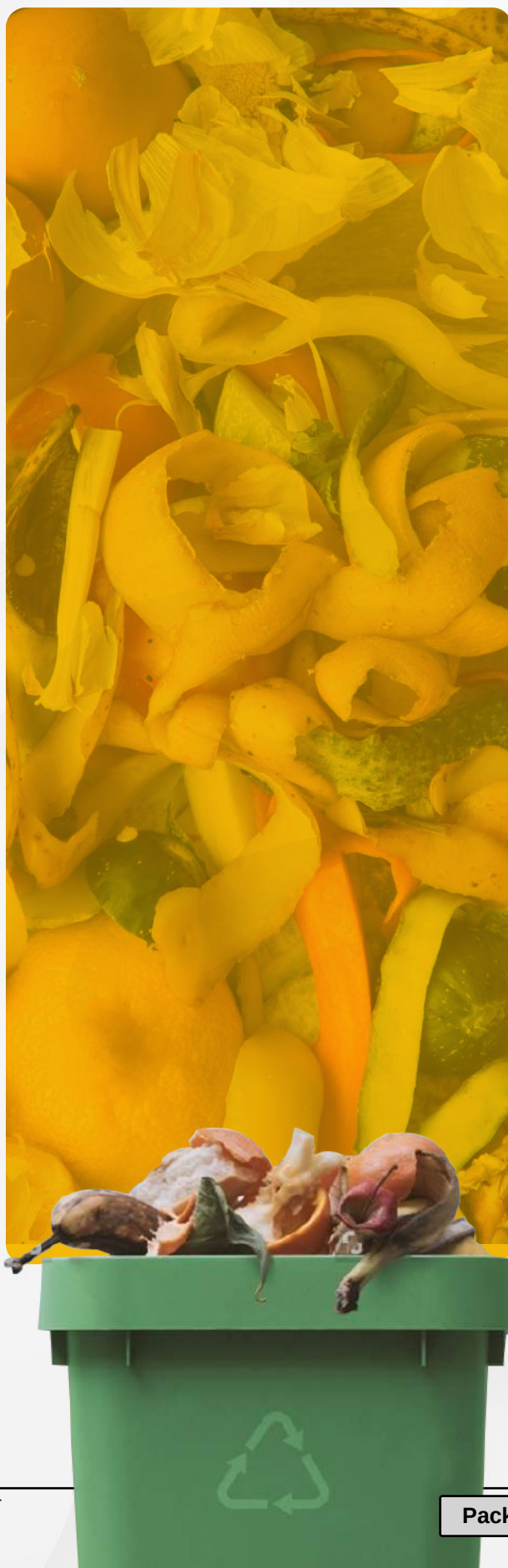
VVS's commitment to enhancing organics processing is evident through the approval of a 38,850 square foot expansion to the Grand Central Recycling and Transfer Station (GCR) in response to SB 1383. This \$25M investment scheduled to be completed in July 2024 reflects VVS's dedication to its cities and communities. While some commercial food waste can be directed to anaerobic digestion, residential routes may necessitate additional processing due to clear liner bags and diverse green waste content, including large tree branches requiring chipping. GCR will serve as a hub, directing waste streams efficiently.

Composting

Through Agromin and Premium Soil Products, Valley Vista has converted vast amounts of organic waste into compost, promoting sustainable practices. The Organics Diversion and Recycling Program ensures well-managed offsite compost facilities and high-grade compost distribution at community events.

Covered Aerated Static Pile

VVS is exploring innovative technology to minimize travel distance for closing the loop. Our executive leadership is focusing on incorporating the Covered Aerated Static Pile (CASP) system within the newly expanded organics processing building. CASP, utilized in Northern California, accelerates decomposition and produces high-quality compost via automated irrigation and temperature control. This approach reduces space requirements and eliminates the need for transporting organics long distances. VVS is considering implementing this technology on its 10.25-acre facility, pioneering Los Angeles County's first-of-its-kind composting operation.





TRUE
NORTH

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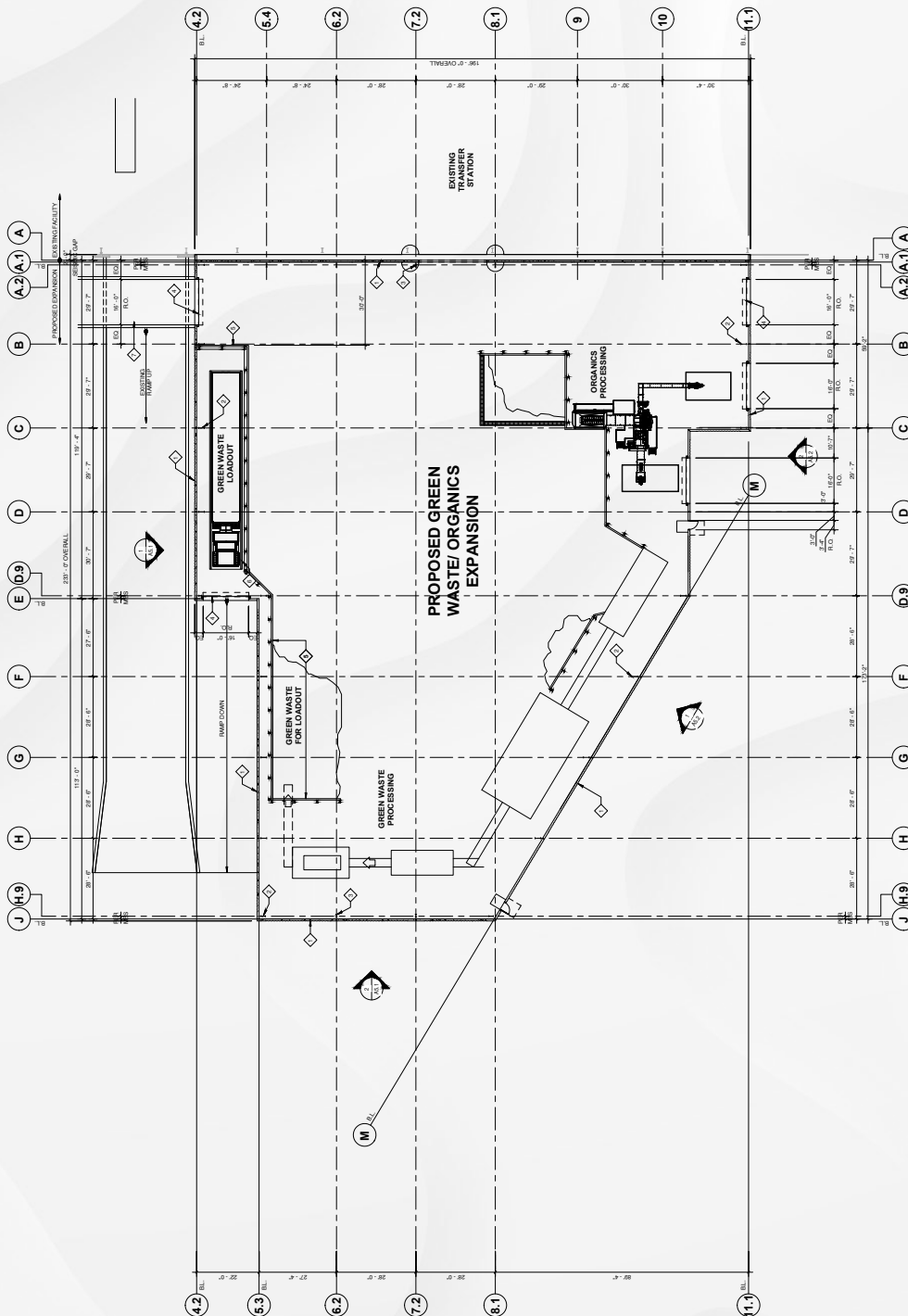
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SCALE: 1"=40'-0"



KEYNOTES

- ◇ TILT-UP CONCRETE PANELS - COLOR ENAMEL CHALKY DUST
- ◇ METAL BUILDING SYSTEMS RUST FRAME COLUMN
- ◇ METAL BUILDING SYSTEMS END WALL COLUMN
- ◇ OVERHEAD DOOR - COLOR ENAMEL COLD WIND
- ◇ STEEL JOIST - ASSUMED
- ◇ TRUCK SCALE
- ◇ PROPOSED BRIDGE OVER EXISTING LOADOUT PUMP



SCALE: 1/8" = 1'-0"

OVERALL FLOOR PLAN
GRAND CENTRAL RECYCLING & TRANSFER
GREEN WASTE EXPANSION
999 HATCHER AVENUE
CITY OF INDUSTRY, CA 91748

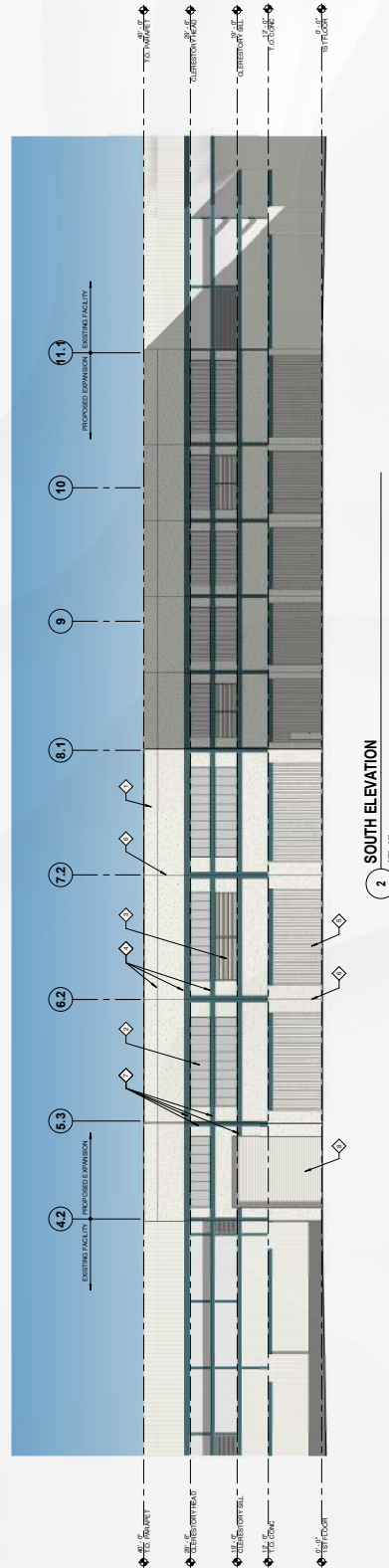
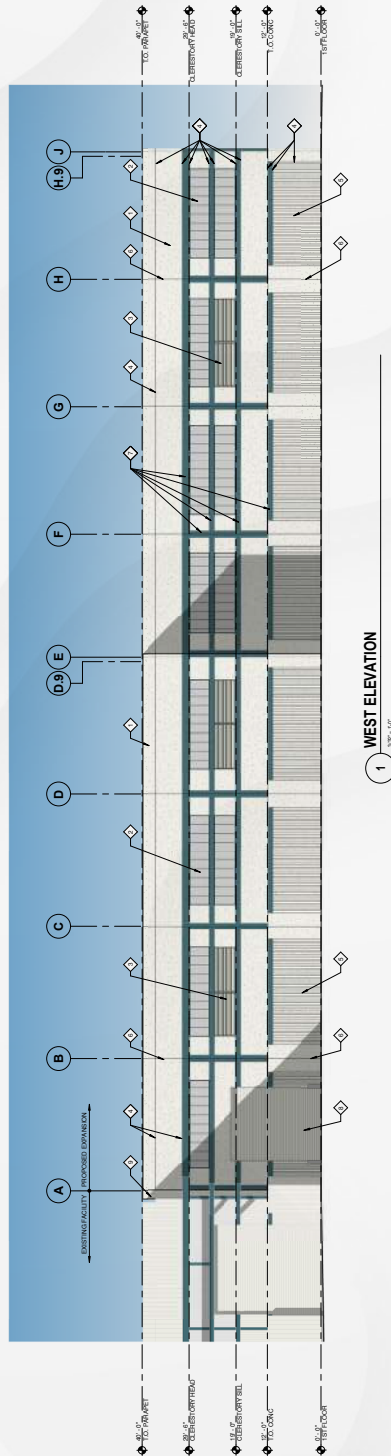
Job No. 4475
08.06.2021
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A2.1





- ◇ KEYNOTES
- ◇ TILT-UP CONCRETE PANELS: COLOR: DAWN EDWARDS: GRAY (2020)
 - ◇ STRUCTURED POLYCARBONATE PANEL ASSEMBLIES
 - ◇ PILED LOUVER: COLOR: DAWN EDWARDS: COLD WIND DESIGN
 - ◇ TILT-UP CONCRETE PANEL: REGRAL: TYP
 - ◇ VERTICAL CONCRETE FORM LAMIN: PATTERN
 - ◇ TILT-UP CONCRETE PANEL JOINT: TYP
 - ◇ PAINTED ALUMINUM FRAME: TYP: COLOR: DAWN EDWARDS: WIND DESIGN
 - ◇ FORMWORK: COLOR: DAWN EDWARDS: COLD WIND DESIGN
 - ◇ EXTERIOR EXPANSION JOINT: DAWN EDWARDS: COLD WIND DESIGN
 - ◇ DAWN EDWARDS: COLD WIND DESIGN



EXTERIOR ELEVATIONS
GRAND CENTRAL RECYCLING & TRANSFER
GRAND WASTE EXPANSION
999 HATCHER AVENUE
CITY OF INDUSTRY, CA 91748

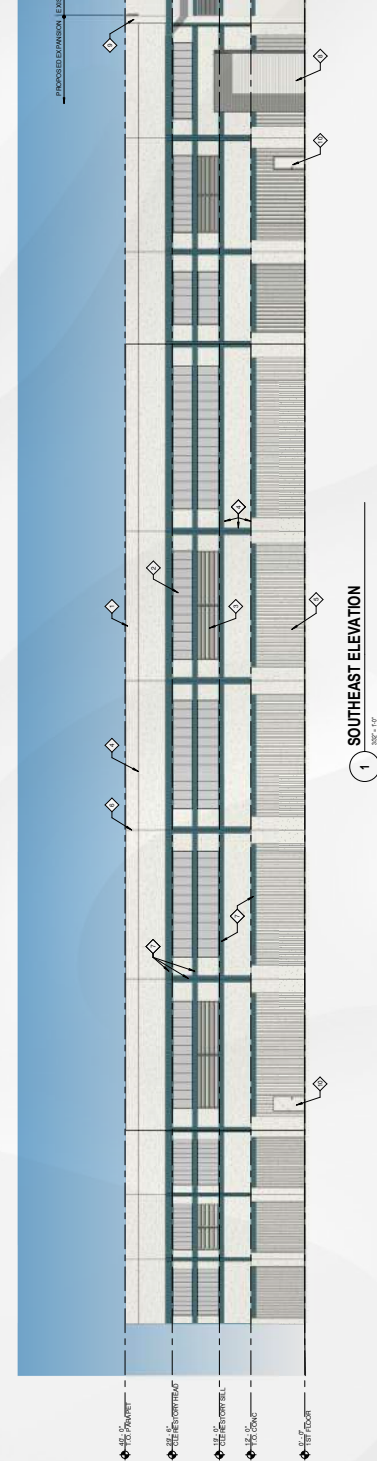
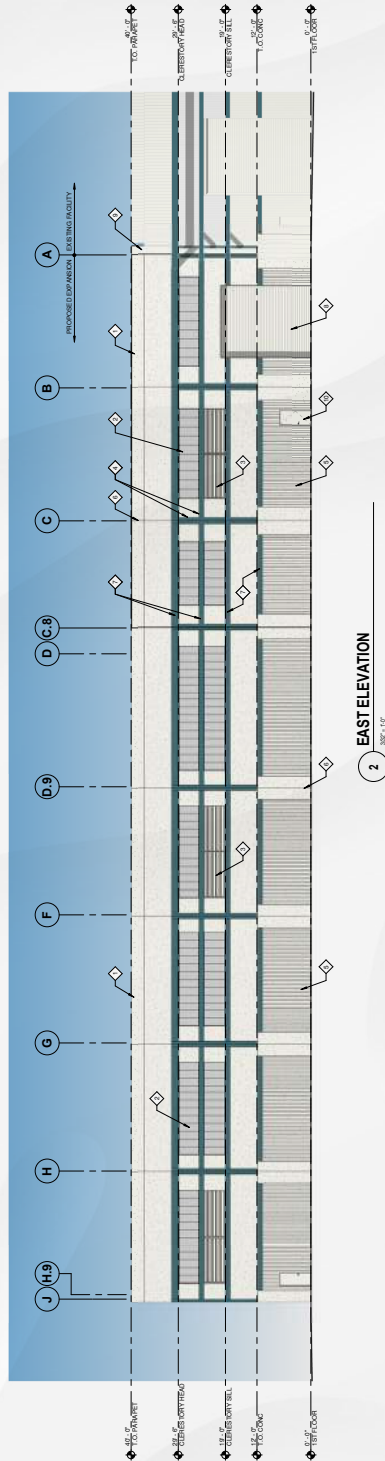
Job No. 4675
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A5.1



KEYNOTES

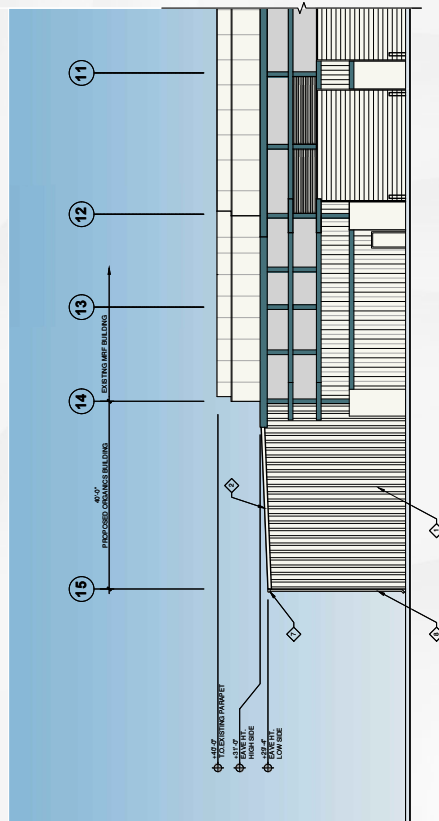
- ◇ TILE-UP CONCRETE PANELS - COLOR: DUNE EDWARDS
- ◇ CONCRETE JOINT
- ◇ STITCHED POLYCARBONATE PANEL ASSEMBLIES
- ◇ FINISH: GROUT - COLOR: DUNE EDWARDS COLD WIND DESIGN
- ◇ TILE-UP CONCRETE PANEL REINFORCING
- ◇ VERTICAL CONCRETE FORM REINFORCING
- ◇ TILE-UP CONCRETE PANEL JOINT TOP
- ◇ PAINTED ALUMINUM PANEL TOP - COLOR: DUNE EDWARDS
- ◇ CONCRETE JOINT - COLOR: DUNE EDWARDS COLD WIND DESIGN
- ◇ CONCRETE JOINT - COLOR: DUNE EDWARDS COLD WIND DESIGN
- ◇ EXTENSION (PANELS) JOINT COVER ASSEMBLY - COLOR: DUNE EDWARDS COLD WIND DESIGN
- ◇ HOLLOW METAL DOOR AND FRAME - COLOR: DUNE EDWARDS COLD WIND DESIGN



EXTERIOR ELEVATIONS
GRAND CENTRAL RECYCLING & TRANSFER
GRAND CENTRAL RECYCLING & TRANSFER
999 CALIFORNIA AVENUE
CITY OF INDUSTRY, CA 91748

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A5.2



A5.3

***Residential Organic Waste Recycling***

Valley Vista will supply residential customers with a Green Container for Source Separated Green Container Organic Waste collection.

In-House Preparation of Organic Materials

To facilitate effective participation in the Organics Recycling Program, Valley Vista recognizes the importance of educating customers about proper in-house preparation of organic materials. Through a targeted and comprehensive outreach strategy, customers will gain a clear understanding of how to segregate and prepare their organic waste, ensuring maximum diversion and environmental benefit.

Educational Outreach

- **Information Materials:** Valley Vista will develop user-friendly educational materials, such as brochures, pamphlets, and visual guides, that clearly explain the types of organic materials that can be included in the organics containers. These materials will include simple pictograms and clear instructions to accommodate customers of varying language backgrounds and literacy levels.
- **Multilingual Content:** Recognizing the diverse population within the City of Diamond Bar, Valley Vista's educational materials will be available in multiple languages to ensure inclusivity and accessibility.
- **Workshops and Community Meetings:** Valley Vista's environmental services team, supported by community liaisons, will conduct workshops and community meetings in various neighborhoods. These events will provide interactive platforms for customers to ask questions, clarify doubts, and receive hands-on demonstrations of proper in-house preparation.

By combining these educational efforts, Valley Vista will empower residential customers to make informed decisions regarding the in-house preparation of organic materials. This approach ensures that participants can seamlessly integrate sustainable practices into their daily routines, contributing to the success of the Organics Recycling Program.

Accepted organic materials include:

- Branches (less than 4 ft. long and 4 inches in diameter)
- Brush
- Flower cuttings
- Flowers
- Garden trimmings
- Grass
- Hay
- House plants
- Lawn clippings
- Leaves
- Pruning
- Shrubbery
- Straw
- Tree Twigs (less than 4 ft. long and 4 inches in diameter)
- Weeds
- Wood chips
- Yard waste

**Acceptable Food Waste Materials in Organics Containers:**

- All Food Scraps including fruits, vegetables, peels, and pits
- Meat, poultry, fish, seafood, and bones
- All dairy products, eggshells, flowers, leaves
- Bread, grain, pasta, and nuts
- Tea bags, tea leaves, coffee grounds, and filters
- Garden waste

Small Quantities of:

- Egg cartons
- Paper placemats
- Paper towels
- Serviettes
- Paper plates
- Compostable bags

Materials NOT Accepted in Organics Containers:

- Styrofoam
- Glass
- Metals
- Grease trappings or tallow
- Liquids
- Plastic utensils, plates, or cups
- Aluminum foil packaging
- Non-compostable plastic bags

Commercial Waste Management

For commercial customers generating more than 4 yards of waste per week, a 65-gallon organics cart will be provided for organics collection. Larger producers of organic waste have the option to subscribe to bin service for efficient collection. The collected material will undergo processing through the Scott Turbo Separator, extracting the organic mash for composting or energy production, while the remaining waste stream will be maximally recovered and diverted.

Engagement and Education Strategy for Waste Diversion Compliance

- **Collaborative Approach:** Valley Vista Services (VVS) recognizes the importance of close collaboration with the city and local leaders to ensure the successful implementation of waste diversion programs. We are committed to working hand-in-hand to develop a calendar of events that maximizes community engagement and education.
- **Calendar of Events:** VVS, in coordination with the city and local leaders, will create a comprehensive calendar of events designed to inform, engage, and educate residents, businesses, and other stakeholders about waste diversion programs. This calendar will include a variety of activities strategically scheduled throughout the year to reach the widest possible audience.



- **Workshop and Meeting Schedule:** Through our dedicated environmental services team, under the guidance of our experienced community liaison, we will organize and conduct informative workshops and meetings. These sessions will be strategically planned to ensure optimal participation. We understand the importance of catering to the diverse demographics of the community and will offer these workshops in multiple languages to facilitate understanding and inclusivity.
- **Interactive Educational Methods:** Our workshops will utilize interactive educational methods to effectively communicate the requirements and benefits of the new waste management system. Attendees will actively engage in discussions, demonstrations, and activities that showcase proper waste sorting techniques, emphasize the significance of waste reduction, and address any questions or concerns.
- **Comprehensive Coverage:** These workshops and meetings will comprehensively cover the regulatory obligations outlined in SB 1383, AB 1826, and local program service modifications. Attendees will gain a clear understanding of their roles in waste diversion compliance and the positive impact it has on the environment and the community.
- **Ongoing Support:** Our commitment to education and engagement extends beyond the workshops. We will provide ongoing support through various communication channels, including a dedicated website, informative videos, and email newsletters. Residents and businesses can access resources, guidelines, and updates to stay informed and encouraged to participate actively.
- **Incorporating Feedback:** VVS values feedback from the community and local leaders. We will continuously assess the effectiveness of our education efforts and adjust based on input from participants. This iterative approach ensures that our engagement strategies remain relevant and impactful.

By collaborating closely with the city and local leaders to develop a dynamic calendar of events, VVS aims to foster a sense of ownership and enthusiasm within the community for waste diversion initiatives. Together, we can create a more sustainable future while promoting a cleaner, healthier environment for all.



PROPOSAL FOR SOLID WASTE SERVICES

MS 1202 is the Mandatory Organic Recycling Law in California

California's mandatory organic recycling law is the most comprehensive California regulation that has been enacted.

California's new law requires that all food waste and food scraps be recycled. This includes:

- Food scraps (e.g., vegetable and fruit scraps, meat scraps, dairy products, etc.)
- Food-soiled paper products (e.g., paper plates, paper cups, paper napkins, etc.)
- Food-soiled paper products (e.g., paper plates, paper cups, paper napkins, etc.)

Businesses and organizations that generate food waste and food scraps must comply with the law by October 1, 2022.

RESOURCES

- California Department of Resources Recycling and Recovery (CalRecycles)
- California Department of Public Health (CDPH)
- California Department of Food and Agriculture (CDFA)

ASSEMBLY BILL 1826: CALIFORNIA NOW REQUIRES BUSINESSES TO RECYCLE THEIR ORGANIC WASTE

Learn how Valley Vista Services can help you comply
626-855-5539

Types of Material to Recycle

- Clean, dry paper
- Cardboard and chipboard
- Plastic and glass bottles and jars
- Metal and aluminum cans
- Metal containers and empty cans
- Plastic bags and dry cleaners bags

Don't Put in Recycling

- Broken glass
- Contaminated or wet paper
- Plastic bags
- Styrofoam
- Hazardous waste - paint, batteries, antifreeze, pesticides, cleaning supplies, oil, grease, etc.

For more information on how to Recycle, visit us at www.valleyvistaservices.com or 1-800-CLEAN-VA

Do not place rubber tires or hazardous waste in recycling bins. For information on proper disposal or recycling of these materials, see www.valleyvistaservices.com

HOW TO GET STARTED?

- CALL 800-855-5539
- GET STARTED
- GET TRAINING

ACCEPTED

- Food scraps
- Food-soiled paper products
- Food-soiled paper products

NOT ACCEPTED

- Styrofoam
- Plastic bags
- Styrofoam

VALLEY VISTA SERVICES CAN HELP YOU BE 100% COMPLIANT

CALL VALLEY VISTA SERVICES OF ORANGE COUNTY TO SIGN UP TODAY!

Through your participation, you are helping to protect our environment and ensure a better future for all.

CALL 626-855-5539

KEEP OUT of Organics Container

No Cups, Lids, Straws or Utensils

No Paper or Plastic Bags

No To-Go Containers

800.442.6454
www.valleyvistaservices.com

ORGANICS ONLY

All Food Waste

Paper Towels & Napkins

Coffee, Tea & Filters

800.442.6454
www.valleyvistaservices.com

Bulky Item Sweepstakes

City of El Monte Public Works Department

Saturday, August 1st, 2020
8:00 a.m. - 2:00 p.m.
City Yard
3990 Arden Drive
West Hills, CA 91061

Prizes: 1st Place \$100 Gift Card, 2nd Place \$50 Gift Card, 3rd Place \$25 Gift Card

ORGANIC WASTE

1. Use containers with compostable plastic bags.

2. Place all ORGANIC WASTE in the container.

3. Organics must be placed in a container with a lid.

4. Place containers at curb time fast equal and/or bring from any locations.

ACCEPTABLE

- Food scraps (e.g., vegetable and fruit scraps, meat scraps, dairy products, etc.)
- Food-soiled paper products (e.g., paper plates, paper cups, paper napkins, etc.)
- Food-soiled paper products (e.g., paper plates, paper cups, paper napkins, etc.)

NOT ACCEPTABLE

- Styrofoam
- Plastic bags
- Styrofoam

Valley Vista Services
800-442-6454

Mandatory Commercial Recycling

The State of California passed Assembly Bill 939, requiring mandatory recycling for all businesses and organizations.

YOU ARE REQUIRED TO RECYCLE AT YOUR PROPERTY IF:

- A BUSINESS that generates a solid waste stream of commercial solid waste per week
- A BUSINESS that generates a solid waste stream of commercial solid waste per week

YOU ARE REQUIRED BY:

- Assembly Bill 939 (California's Mandatory Recycling Law)
- California's Mandatory Recycling Law

Valley Vista Services
800-442-6454

Recycling Bins inside this enclosure. Do not throw recyclables on the ground.

EXAMPLES OF ITEMS TO BE PLACED IN RECYCLING BINS

- Aluminum cans
- Cardboard boxes
- Plastic bottles
- Plastic containers
- Styrofoam
- Food-soiled paper products
- Food-soiled paper products

Large bulky items do not go inside trash bins or in this enclosure. See management for proper disposal method.

800-442-6454
www.valleyvistaservices.com

Let's work together to make our neighborhood cleaner, safer and more livable.



3.7 Recyclable Materials

Residential Customers

Residential Recycling Program

For residential customers, VVS will maintain current service levels for collection. Materials will be transported to GCR, where they will undergo processing, including separation by commodity for marketing or repurposing. Our rigorous screening process removes fines and soiled paper products, optimizing the diversion process. All educational and outreach materials shared with residential customers will be pre-approved by the city.

Accepted Items in Recycling Carts:

- Aluminum trays, plates
- Bleach bottles (#2 plastic)
- Brown paper bags
- Cans (metal food and drink cans)
- Cardboard boxes (corrugated)
- Catalogs
- Cereal boxes (without liners)
- Computer paper
- Detergent boxes (laundry)
- Dish soap bottles (#2 plastic)
- Envelopes
- Glass bottles & jars & lids
- Juice bottles (#1 plastic)
- Junk mail
- Magazines
- Newspapers and fliers
- Office paper
- Photocopy paper
- Plastic containers
- Shampoo bottles (#1 & #2)
- Shoe boxes
- Telephone books
- Tissue boxes
- Tub containers (#1-#7)
- Plastic or glass water jugs
- Wrapping Paper
- Brochures
- Crayon drawings
- Copy Paper
- Food Boxes
- Milk cartons
- Juice boxes
- Soda/Beer cartons
- Egg cartons (paper fiber)
- Paper bags
- Gift boxes
- Juice Bottles
- Beer Bottles
- Wine Bottles
- Liquor Bottles
- Baby food jars
- Condiment jars
- Jam Jars
- Jelly Jars
- Assorted food jars
- Salad dressing bottles
- Plastic water bottles
- Plastic soda bottles
- Plastic milk jugs
- Shampoo bottles
- Lotion bottles
- Food bottles
- Condiment bottles
- Motor oil containers
- Vegetable oil bottles
- Aluminum soda cans
- Aluminum beer cans
- Fruit cans
- Vegetable cans
- Pet food cans
- Juice cans
- Soup cans
- Sauce Cans
- Assorted food cans
- Metal Hangers

**Contamination Monitoring**

Please reference Section 3: Page 35, 36, and 37

Commercial Recycling Program

Valley Vista will use collected data and preliminary route audits to ensure that commercial customers receive a consistent service level. Our labeled bins, accompanied by instructional pictograms, will be supplemented by pre-approved education materials mailed to all customers. These materials will cover the new program, legislative requirements, workshops, and the significance of participation. All waste from mixed waste bins will be directed to GCR for comprehensive processing, enhancing commodity recovery and diversion efforts.

Multi-Family Recycling Program

Drawing from comprehensive data collection and a preliminary route audit, our multi-family customers will receive bin sizes and service frequencies aligned with their current preferences. Our bins will feature clear instructions and instructive pictograms for easy understanding. To further educate and engage residents, pre-approved educational materials will be sent via mail, detailing the new program, hosting technical workshops, outlining legislative requirements, emphasizing participation's significance, and extending invitations for site visits by our environmental services team. All contents from mixed waste bins will be meticulously transported to GCR for processing, ensuring the highest possible commodity recovery and diversion rates.





3.8 PROCUREMENT OF RECEIVED ORGANIC WASTE PRODUCTS

Provision of Recovered Organic Waste Products and Solutions

Valley Vista has meticulously devised strategies and executed actions to not only meet but surpass the City's requisites for procuring recovered organic waste products. Over the years of orchestrating the organics waste program, Valley Vista has successfully converted substantial volumes of organic waste into nutrient-rich compost. This substantial achievement was made possible through a collaborative partnership involving Agromin, Premium Soil Products, and the establishment of the Organics Diversion and Recycling Program. This comprehensive initiative is centered on efficiently collecting and processing organic waste, transforming it into sustainable feedstocks for energy conversion and fertility products, resulting in substantial landfill diversion.

Through the synergistic alliance with Agromin, Valley Vista gains access to an extensive network of authorized facilities and advanced technologies, fully equipped to process organic materials into value-added products. Grand Central Recycling and Transfer Station, a cornerstone of the regional infrastructure, serves as an operational epicenter poised to enhance the City's waste management strategy.

An additional transformative approach is highlighted in our broader "Healthy Air and Soil Diamond Bar" (HASA) initiative. Primarily aimed at residential customers, HASA introduces a natural method for organics recycling. With a domestic anaerobic digestion device provided by Valley Vista, Diamond Bar households can efficiently convert kitchen organic waste into a valuable soil amendment pulp. This program fosters a culture of personal garden use as the preferred option for the amendment, with donation as a secondary alternative facilitated through the dedicated HASA partnership network.

Collectively, Valley Vista's comprehensive solutions stand as an integrated response to AB939, AB1826, AB1594, and SB1383 mandates, providing the City of Diamond Bar with effective mechanisms to manage organic waste while demonstrating an unwavering commitment to environmental stewardship.



3.9 PROPOSED OPERATION FACILITIES

This section outlines the key details of Valley Vista's proposed operating facilities, encompassing essential elements like equipment staging, maintenance arrangements, office locations, and other pertinent facilities to facilitate service provision under this agreement.

Collection and Service Operations Base

Valley Vista's central hub for collection and service operations is situated at 17445 East Railroad Street, City of Industry, CA 91748. This facility encompasses a comprehensive setup, including a maintenance yard, administration building, container storage area (both indoor and outdoor), recyclables loading zone, and a fueling station catering to all Valley Vista vehicles and equipment.

Administrative Center

The administration building, spanning 13,000 square feet, serves as the heart of Valley Vista's administrative functions. Within its walls, the billing department, customer services, management teams, franchise administrators, sales professionals, and public relations personnel converge. This space accommodates the productive endeavors of approximately 285 employees, providing an environment conducive to quality work and effective administrative services.

State-of-the-Art Maintenance Facility

Boasting state-of-the-art capabilities, Valley Vista's maintenance facility is a vital component of its operational setup. This facility is responsible for maintaining a diverse fleet of 185 collection vehicles, along with support trucks and equipment. Equipped with overhead reels for fluids, air, and electricity, the facility features a 75,000-pound capacity drive-on lift to facilitate efficient vehicle inspections, repairs, and upkeep. Augie Landino spearheads the maintenance department, overseeing a range of activities, from repairs to inspections, ensuring the fleet's optimal performance and aesthetics.

Container Repair Center

The bin repair building plays a pivotal role in maintaining compliance standards and internal controls. Refuse and recycling bins, roll-off containers, and metal containers are meticulously repaired, welded, painted, and equipped with replacement casters. This facility ensures that all containers remain in good working order, adhering to high-quality standards and aesthetic appeal.

Cart Storage and Management

Valley Vista's warehouse serves as a dedicated cart storage facility, conveniently located on-campus. Housing automated carts, this space facilitates cart replacement, distribution to contracted cities, repairs, and smooth transitions during franchise changes. Under the efficient oversight of Susan Silvestri and her team, an ample inventory of automated carts is maintained, ensuring seamless service provision across all franchised and contracted areas.



Cutting-Edge Fueling Station

Valley Vista's commitment to sustainable practices is evidenced by the on-site fueling station, a cutting-edge facility compliant with AQMD requirements. The station dispenses diesel fuel, RNG (Renewable Natural Gas), and gasoline. It's a crucial component for Valley Vista's RNG vehicles operating in multiple cities, including Walnut, Diamond Bar, Bassett-Valinda, La Puente, City of Industry, El Monte, Hacienda Heights, Huntington Park, and the Gateway and Puente Hills areas within the East San Gabriel Valley.

In summary, Valley Vista's proposed operational facilities are a testament to the organization's dedication to efficient and sustainable waste management, encapsulating comprehensive infrastructure for collection, maintenance, administration, repairs, and innovative fueling practices.

Zero Emissions Vehicles (ZEV)

VVS has demonstrated itself as an industry frontrunner in the adaptation and implementation of RNG/CNG vehicles, a journey that commenced over two decades ago with the deployment of our initial units in the City of Diamond Bar. However, our commitment to innovation doesn't stop there; we are proactively steering towards the future of ZEV utilization. Presently, we are in the process of crafting a comprehensive Level 2 EV charging infrastructure strategy to accommodate our initial fleet of 20 heavy-duty units. What's more, we have already welcomed our inaugural EV bin delivery vehicle into our fleet.

Our approach is marked by a resolute pursuit of the future, one that aligns with our dedication to environmental sustainability and regulatory compliance. Through forward-thinking initiatives and decisive action, VVS remains steadfastly positioned at the vanguard of environmental advancements, ensuring a greener and more compliant tomorrow.

**3.10 PROPOSED DISPOSAL, TRANSFER, AND PROCESSING FACILITIES*****Disposal Facilities***

Valley Vista operates with strategic waste disposal arrangements that effectively manage the disposal of waste, contributing to sustainable waste management practices. These arrangements involve the delivery of over 500 tons per day of waste to the El Sobrante Landfill, a facility managed by Waste Management Inc. This waste is efficiently transferred through the Grand Central Recycling and Transfer Station, optimizing the waste management process.

Furthermore, Valley Vista maintains a steadfast commitment to responsible waste disposal by maintaining a long-term disposal contract with the Olinda Alpha Landfill located in Orange County. This enduring contract underscores Valley Vista's dedication to adhering to environmentally conscious disposal practices.

Through these contractual affiliations, Valley Vista ensures the proper and regulated disposal of waste, aligning with its ethos of promoting effective waste management solutions while contributing to a sustainable future.

6.c1 El Sobrante Landfill Summary

i.	The name and address of the facility	El Sobrante Landfill 10910 Dawson Canyon Road. Corona, CA 91719
ii.	Owner/operator	USA Waste Services of California, Inc. 10910 Dawson Canyon Road, Corona, CA 92883 (P) (951) 277-1740 (F) (951) 277-1861
iii.	A statement regarding any relationship between the proposer and the facility owner operator	No connection or relationship between Valley Vista Services and El Sobrante Landfill, except client/service provider relationship.
iv.	SWIS number	SWIS # 33-AA-0217
v.	The price per ton	By Contract.
vi.	Indicate any solid waste facility capacity guarantees being offered.	By Contract.

**6.c.2 Olinda Alpha Landfill Summary**

The name and address of the facility	Olinda Alpha Landfill 1942 N. Valencia Avenue Brea, CA 928239
Owner/operator	OC Waste and Recycling 300 N Flower Street, Suite 400, Santa Ana, CA 92703 (P) (714) 834-4000 (F) (714) 834-4002
A statement regarding any relationship between the proposer and the facility owner operator	No connection or relationship between Valley Vista Services and Olinda Alpha Landfill, except client/service provider relationship.
	30-AB-0035
The price per ton	By Contract.
Indicate any solid waste facility capacity guarantees being offered.	N/A

Transfer and Processing Hub

Valley Vista's waste management approach envisions the transportation and processing of all waste collected from the City of Diamond Bar through a streamlined system. This involves the utilization of state-of-the-art Renewable Natural Gas (RNG) vehicles to transport waste to the Grand Central Recycling and Transfer Station (GCR) for processing and subsequent transfer..

Integrated Waste Management

Grand Central Recycling and Transfer Station (GCR), situated in the City of Industry, plays a pivotal role in Valley Vista's waste management strategy. Serving as an ultra-modern waste processing hub, GCR efficiently processes and transfers solid waste materials. Strategically located on a 10-acre site within the City of Industry, GCR enjoys adjacency to both Valley Vista's administrative offices and operational facilities. Notably, the geographical proximity between these entities is illustrated on the accompanying aerial map.

Facility Classification and Information

CalRecycle designates GCR as a Large Volume Transfer and Processing Facility, with a designated SWIS (Statewide Information System) code of #19-AA-1042. Further insights into the facility can be gleaned from the SWIS database description, accessible at www.calrecycle.ca.gov/SWFacilities. This classification underscores GCR's compliance with industry standards and regulations, positioning it as an integral component of Valley Vista's waste management network.



Processing Facility Overview

Since its establishment in 2004, Valley Vista has continually evolved and upgraded the Grand Central Recycling and Transfer Station (GCR) to optimize waste diversion efforts. Notably, a recent \$8.2 million enhancement has bolstered GCR's capacity for single-stream processing, effectively addressing the requirements of AB 341 and catering to multifamily and commercial waste streams. GCR serves as a pivotal solution for client cities, catering to their waste management and compliance needs while promoting sustainable waste diversion.

Green Waste Processing Expansion

Amid ongoing developments, a green waste processing expansion is currently underway.

Rate Sheet

Details regarding service rates can be provided upon request.

Processing Facility

Under the stewardship of Mr. Peter Perez, GCR proficiently processes an array of materials, including curbside recyclables, source-separated commercial recyclables, mixed commercial waste, and construction demolition debris. With an annual diversion of over 90,000 tons, GCR contributes substantially to waste reduction efforts. Mr. Peter Perez, the General Manager, brings extensive experience in global recyclable material marketing, facilitating long- and short-term contractual agreements with recycling facilities globally.

Grand Central Processing and Technology Upgrade

A recent \$8.2 million upgrade has revitalized GCR's capabilities, catering to multifamily and commercial requirements aligned with AB 341 mandates. A notable addition is the Titech Autosort, a sophisticated technology that meticulously sorts beverage containers based on color, material, and shape.

Two large trommels have been integrated to separate fines from recyclable materials, enhancing the extraction of recyclables from waste streams. GCR's upgraded arsenal includes screens, conveyor systems, bunkers, air classifiers, and vibrating conveyors, facilitating up to 35% diversion for commercial dry waste and multifamily mixed waste streams.

The upgrade has significantly heightened GCR's diversion throughput for both commercial and residential services, effectively advancing waste reduction efforts.

Processed Waste Streams

GCR adeptly processes an assortment of waste streams, including:

- Residential Single-Stream (RSS)
- Residential Mixed Waste (RMW)
- Commercial Mixed Waste (CMW)
- Mixed Construction and Demolition Debris (MCD)
- Green Waste (GW)
- Bulky Items
- E-Waste



Through ongoing enhancements, GCR remains at the forefront of effective waste diversion, embodying Valley Vista's commitment to sustainable waste management solutions.

A table indicating items recovered at GCR

Items recovered from SSR	Items recovered from RMW	Items recovered from CMW	Items recovered from MCD include:
Food and Beverage Containers	Food and Beverage Containers	Food and Beverage Containers	Drywall
Newsprint	Newsprint	Newsprint	Carpet
Pie pans	Pie pans	Books	Concrete
Books	Books	Hardbound	Asphalt
Hardbound	Hardbound	Paperback	Wood
Paperback	Paperback	Textbooks	Film and tubing plastic
Textbooks	Textbooks	Corrugated boxes	Cardboard
Corrugated boxes	Corrugated boxes	Brown, clear and green glass	Scrap metal
Egg containers	Egg containers	Mail	Brick, soil, stucco, and other inerts
Frozen food packaging	Frozen food packaging	Metal	Reusable building materials
Food boxes (including cereal boxes)	Food boxes	Food containers	
Mailing boxes	Brown, clear and green glass	Paper (all types and colors)	
Shoe boxes	Juice boxes (clean)	Catalogs	Items recovered from GW include:
Brown, clear and green glass	Mail	Folders	Yard waste
Juice boxes (clean)	Envelopes with plastic windows	Magazines	Grass clippings
Mail	Metal	Plastic	Tree trimmings

**A table indicating items recovered at GCR**

Envelopes with plastic windows	Food containers	Plastic containers #1 through #7	Plants and landscape waste
Metal	Paper (all types and colors)	Wood	
Food containers	Catalogs		
Paper (all types and colors)	Folders		Items recovered from Bulky Items include:
Catalogs	Magazines		Wood
Folders	Plastic		Scrap metal
Magazines	Plastic containers #1 through #7		Appliances
Plastic	Prescription bottles including lids and caps		Inerts
Plastic containers #1 through #7	Tin and aluminum cans		E-waste
Prescription bottles including lids and caps			Cardboard
Tin and aluminum cans			



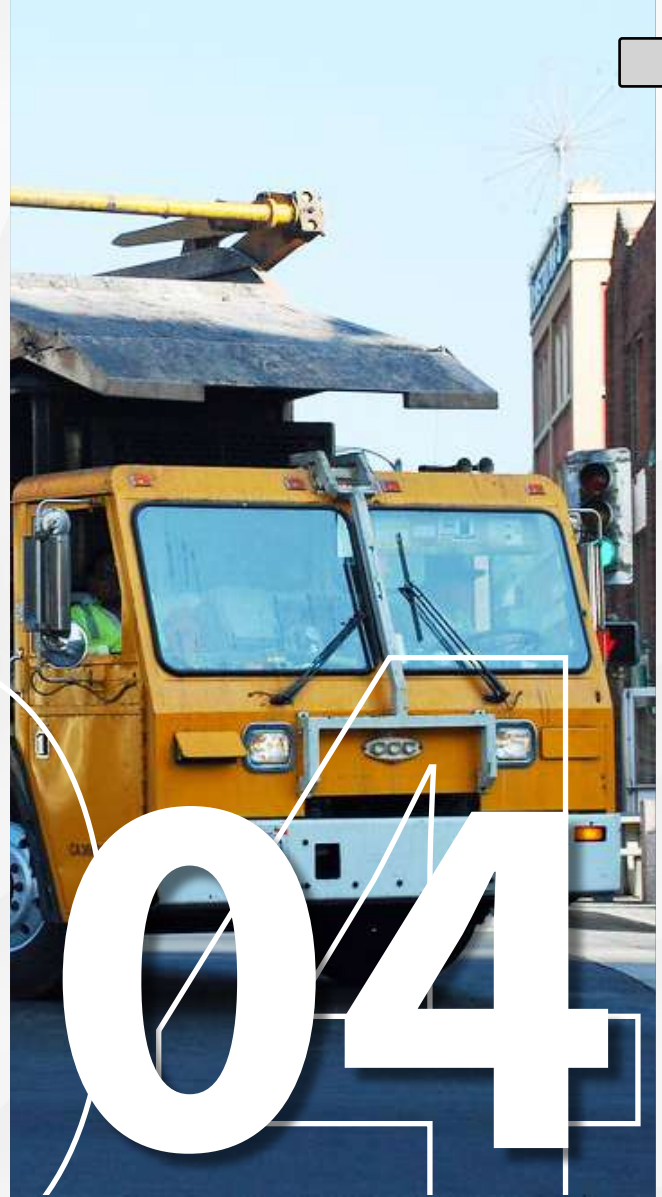
Estimated Diversion Rates

Utilizing the GCR Transfer and RSS, RMW, CMW GW, MCD, Bulky Items, and E-waste programs, Valley Vista, will achieve a minimum cumulative diversion of 37% by weight across all waste streams under the service programs conducted.

Here is the breakdown of the Rates and Supporting Data:

Facility Diversion Rates and Specific Data by Waste Stream

Waste Stream Collected	Facility Used	Facility Location	Facility Owner	Diversion Rate
RSS	Grand Central	17445 Railroad St, City of Industry, CA 91748	Valley Vista Services	77%
RMW	Grand Central	17445 Railroad St, City of Industry, CA 91748	Valley Vista Services	0%
CMW	Grand Central	17445 Railroad St, City of Industry, CA 91748	Valley Vista Services	35%
MCD	Grand Central	17445 Railroad St, City of Industry, CA 91748	Valley Vista Services	80%
GW	Grand Central	17445 Railroad St, City of Industry, CA 91748	Valley Vista Services	97%
BULKY ITEMS	Grand Central	17445 Railroad St, City of Industry, CA 91748	Valley Vista Services	75%
E-WASTE	Grand Central	17445 Railroad St, City of Industry, CA 91748	Valley Vista Services	100%
RESIDUE	El Sobrante Landfill	10910 Dawson Canyon, Corona, CA 92883	Waste Management	0%
RESIDUE	Olinda Alpha Landfill	1942 N. Valencia Avenue, Brea, CA 92823	OC Waste and Recycling	0%



DISPLACED EMPLOYEE RETENTION





Employment of Former Contractor Employees

Valley Vista Services, Inc. is committed to upholding the well-being of professionals within the solid waste and recycling sector, aligning with our corporate values. We pledge to retain employees who were previously employed by the former contractor or subcontractors, unless valid reasons prevent their retention.

To facilitate this process, a thorough evaluation will be conducted during the onboarding phase. We will assess the existing workforce servicing the contract and determine if adjustments are needed in terms of personnel numbers. Within ten days of completing the evaluation, interviews will be conducted, and formal employment offer letters will be extended to former contractor personnel. In cases where the number of applicants exceeds available positions, retention will be based on qualifications and seniority within each job classification.

Upon receiving acceptance, new hires will undergo a comprehensive onboarding process. To facilitate their transition, a designated "New Hire Mentor" will provide guidance, answer queries, and assist them. Initial weeks will involve training in internal procedures, initiation of safety protocols, and the completion of necessary documentation. Additionally, all employment offers are contingent upon successful completion of company requirements, encompassing controlled substances and alcohol tests, a physical examination, criminal background checks mandated by law, and other standard hiring criteria.



EXCEPTIONS TO THE AGREEMENT





Valley Vista has read the "Exceptions to the Terms of the Franchise Agreement" contained in the RFP and hereby takes NO EXCEPTION(S) to any of the provisions of the Draft Agreement as written. Valley Vista agrees to all terms and conditions of the agreement.



PROPOSER CODE OF CONDUCT





PROPOSER'S CODE OF CONDUCT

The City of Diamond Bar is planning to request and receive proposals for the collection and processing of refuse, recyclable materials and organics within the jurisdiction of the City.

The members of the City Council are obligated to comply with the Political Reform Act of 1974 ("PRA") and the Brown Act (Government Code §56950 *et seq.*).

The City has a desire to maintain a process free from any undue influence and the appearance of impropriety. The City prepared this "Proposer's Code of Conduct".

A potential proposer is defined as any individual or entity involved in making a proposal to the City under the Contractor Selection Process ("Potential Proposer").

Each Potential Proposer is individually responsible for ensuring compliance with the following Code of Conduct. The Potential Proposer's responsibility to comply with this Code of Conduct shall extend to the Potential Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for the purposes of developing or supporting the Potential Proposer's proposal.

The Proposer Code of Conduct is presented below:

1. Ex Parte Prohibited

From May 3, 2023, and prior to the City of Diamond Bar City Council selection of Contractor(s) or December 5, 2023, whichever comes later, Potential Proposers are prohibited from having any verbal or written communications (ex parte contacts) with any City Council Members related to any matter related to the RFP process or Contractor Selection process, except in the course of a legally noticed meeting of the City Council, or any subcommittee of the Council, or in conjunction with an ex parte contact arranged by and involving the City staff and/or consultants.

If any such unauthorized ex parte contact occurs, the Council member shall disclose its occurrence at the next meeting of the City Council that next follows the said ex parte contact.

2. Gift and Compensation Prohibited

From May 3, 2023, to prior to City Council selection of Contractor(s) or December 5, 2023, whichever comes later, Potential Proposers are prohibited from giving any gift of any monetary value, or compensation of any kind (as defined under the California Political Reform Act) to a City Council Member or any City staff member or consultant.

Please be aware that any Council Member who accepts such a gift or compensation may be subject to censure by the City Council. Any City staff member who violates this policy may be subject to discipline including termination of services, and any consultant who violates this policy may be subject to



City of Diamond Bar, California

Attachment 2. Proposer's Code of Conduct & Non-Collusion Affidavit

termination of services. Any Potential Proposer who violates this policy as to gifts or compensation may be subject to disqualification by the City Council from the Contractor Selection Process.

3. Collusive Activities Prohibited

From May 3, 2023, to prior to City Council selection of Contractor or December 5, 2023, whichever comes later, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Contractor Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Sloan Vazquez McAfee (see contact information provided below) in writing no later than thirty (30) days prior to the deadline for submission of proposals. This notification will be kept confidential until after submission of all technical and cost proposals.

Executed under penalty of perjury on this 15th day of May, 2023 at City of Industry, CA

SIGNED BY: [Signature]
TITLE: David Perez - President

Subscribed and sworn to before me this 15th day of May, 2023 at City of Industry, CA

Notary Public [Signature] State of California, County of Los Angeles
My Commission expires:





City of Diamond Bar, California

Attachment 2. Proposer's Code of Conduct & Non-Collusion Affidavit

PROPOSER'S NON-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

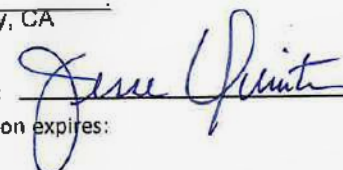
The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said proposer; that proposer has not directly or indirectly entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or proposers, the parceling or framing out to any proposer or proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the proposer has not been a party to any collusion among proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any state official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between proposers and any City of Diamond Bar official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the City of Diamond Bar directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

Executed under penalty of perjury on this 5th day of May, 2023 at City of Industry, CA.

SIGNED BY: TITLE: David Perez - President

Subscribed and sworn to before me this 5th day of May, 2023
at City of Industry, CA.

Notary Public  State of California, County of Los Angeles.

My Commission expires:



Valley Vista Services
17445 E. Railroad St.
City of Industry, CA 91748



Exhibit 7

CITY OF DIAMOND BAR TONNAGE REPORT

Tonnage Collected By Service	January Tonnage	February Tonnage	March Tonnage	April Tonnage	May Tonnage	June Tonnage	July Tonnage	August Tonnage	September Tonnage	October Tonnage	November Tonnage	December Tonnage	Yearly Totals
Recurring Service													
MSW													
Recycle Residual													
Special Collection Residual													
Bulky Items													
Recycle													
Organics													
White Goods													
Special Collections Recycled													
E-Waste													
Total Tonnage Collected													
Recurring Service Diversion %													
Roll Off													
C&D Recycle													
C&D Residual													
Recycle													
MSW													
Total Tonnage Collected													
Roll Off Diversion %													
Temporary Bins													
C&D													
Recycle													
MSW													
Total Tonnage Collected													
Temporary Service Diversion %													
Total Tonnage Collected (All Services)													
Landfilled													
Recycled													
Organics													
Total Tons Collected													
Total Tons Diverted													
Total Diversion % All Services													

Facility Name	RDRS #	Tons Direct-Haul	Tons Residual
Landfills			
1-			
2-			
3-			
MRFs			
1-			
2-			
3-			
Recycling Facilities			
1-			
2-			
3-			
C&D Facilities			
1-			
2-			
3-			
Total Tonnage		-	-

RECYCLING TONNAGE SUMMARY

Material	January	February	March	April	May	June	July	August	September	October	November	December	Total
Cardboard													
HDPE Plastic													
Old Newspaper													
Tin													
PET Plastic													
Tubs Lids													
Bulky Plastic													
Aseptic													
Film Plastic													
3 Mix Glass													
Plastic 3-7													
Scrap Metal													
Aluminum													
Mixed Paper													
Plastic Bags													
Oil/Gal													
Appliances													
Total													

[illegible][illegible]

List Non-Compliant Accounts

[illegible]

CUSTOMER SERVICE SUMMARY

Customer Calls	January	February	March	April	May	June	July	August	September	October	November	December	Total
Missed Pickups (MPU's)													
Complaints (other than MPU's)													
Service Requests- Bulky													
Service Request- HHW													
Billing Inquiries													
General Inquiries													
Number of C&D Projects													
Other Customer Calls													
Total Calls													

Service Change Breakdown

Name	Address	Phone	Change	Service	Service Level	Mon	Tue	Wed	Thu	Fri	Sat	Notes
			Add	organics	35 gal		X					Added organics to existing account
			Remove									Closed Account

ROUTE REVIEW SUMMARY

[illegible][illegible]

Route Review Results

[illegible]

EDUCATION MONITORING

Customer Type	Total Customers	Print Materials												Total Education
		January	February	March	April	May	June	July	August	September	October	November	December	
Single- Family														
Multi-Family														
Business Only														
Customer Type	Total Customers	Electronic Materials												Total Education
		January	February	March	April	May	June	July	August	September	October	November	December	
Single- Family														
Multi-Family														
Business Only														
Customer Type	Total Customers	Site Visits/ Workshops/ Events												Total Education
		January	February	March	April	May	June	July	August	September	October	November	December	
Single- Family														
Multi-Family														
Business Only														
CY 2024 Totals														

Hauler Education Material Summary

Item Description	Date Submitted for Review	Date Approved	Date Sent to Customer

Hauler Outreach Summary

Event/Workshop Name	Description	Event date	Attendees

HOUSEHOLD HAZARDOUS WASTE COLLECTION SUMMARY

Material Category	Material Type	Pounds Collected												Pounds Recycled	Pounds Incinerated	Pounds Neutralized
		January	February	March	April	May	June	July	August	September	October	November	December			
Flammable and Poisons	Flammable solids															
	Flammable liquids															
	Oil-based paints															
	Paint Related Materials															
	Poisons															
	Reactive and explosive															
	compressed gas cylinders															
	1 lb propane canister															
PCB-containing	PCB-containing Paint															
	Other PCB waste (includes ballasts)															
Reclaimable	Antifreeze															
	Auto type batteries															
	Latex paint															
	Motor Oil															
	Oil products															
	Used oil filters															
Acid	Inorganic and organic acid															
Base	inorganic and organic base															
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base															
Asbestos	Asbestos															
Universal Waste (UW)	Mercury containing automatic switches															
	Mercury containing thermostats															
	Other Mercury containing waste															
	Lamps															
	Photovoltaic Modules															
	Batteries (other)															
	Aerosol cans															
	Rechargeable batteries															
Electronic Waste	Covered Electronic Devices															
	Other Electronic Devices															
Other	Home-generated Sharps															
	Home-generated pharmaceutical waste															
	Treated wood															
	General/ Miscellaneous															
	Non RCRA solids/ liquids															
	Tires															
	Other															

[illegible][illegible]

Equipment Inventory

[illegible]

Containers	Total in Service	Total in Reserve	Total Disposed	Total
Carts- 35G Refuse				
Carts- 64G Refuse				
Carts- 96G Refuse				
Carts- 35G Recycle				
Carts- 64G Recycle				
Carts- 96G Recycle				
Carts- 35G Organics				
Carts- 64G Organics				
Carts- 96G Organics				
Bins- 1.5Y Refuse				
Bins- 2Y Refuse				
Bins- 3Y Refuse				
Bins- 4Y Refuse				
Bins- 6Y Refuse				
Bins- 1.5Y Recycle				
Bins- 2Y Recycle				
Bins- 3Y Recycle				
Bins- 4Y Recycle				
Bins- 6Y Recycle				
Bins- 1.5Y Organics				
Bins- 2Y Organics				
Bins- 3Y Organics				
Bins- 4Y Organics				
Bins- 6Y Organics				
RO- 12 to 16Y				
RO-25 to 30Y				
RO- 40 to 45Y				
Compactor- 30Y				
Compactor- 40Y				

Route Audit

Refuse Routes				
Route	#Stops	#Containers	Planned Hours	Actual Hours

Recycling Routes				
Route	#Stops	#Containers	Planned Hours	Actual Hours

Organics Routes				
Route	#Stops	#Containers	Planned Hours	Actual Hours

Attachment 4

Commercial Solid Waste Services Agreement

FRANCHISE AGREEMENT FOR SOLID WASTE SERVICES

Between the City of Diamond Bar

and

Waste Management Collection and Recycling, Inc.

This 4th day of February 2025

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This Franchise Agreement for Solid Waste Services (“Agreement”) is entered into this 4th day of February, 2025, by and between the City of Diamond Bar and Waste Management Collection and Recycling, Inc. “Contractor”, for the Collection, Transportation, Recycling, Processing, and Disposal of Solid Waste and other services related to meeting the goals and requirements of the California Integrated Waste Management Act. In this Agreement, the City and Contractor may be collectively referred to as the “Parties” and individually referred to as “Party.”

RECITALS

WHEREAS, the Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (“Act”) and subsequent additions and amendments (codified at California Public Resources Code Section 40000 et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdiction to meet the goals and requirements of AB 939; and,

WHEREAS, pursuant to California Public Resources Code Section 40059(a)(2), the City Council of the City of Diamond Bar has determined that the public health, safety, and well-being require that an exclusive franchise be awarded to a qualified company for the Collection, Transfer and Transportation, Recycling, Processing, and Disposal of Solid Waste and other services related to meeting the Diversion goals required by AB 939, and other requirements of the California Integrated Waste Management Act; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41780 et seq., has declared a mandatory commercial Recycling program and that it is the policy goal of the state that not less than 75 percent of Solid Waste generated be source reduced, recycled, or composted by the year 2020, and annually thereafter; and,

WHEREAS, the Legislature of the State of California, in California Public Resources Code Section 41781.3 et seq., has declared that as of January 1, 2020, the use of green material as Landfill alternative daily cover will no longer constitute Diversion through Recycling and will instead be considered Disposal in terms of measuring a jurisdiction’s annual 50 percent per capita disposal rate (AB 1594, Chapter 719, Statutes of 2014); and,

WHEREAS, California Public Resources Code Section 42649 et seq., requires a mandatory commercial Organic Waste Diversion program; and,

WHEREAS, the Short-Lived Climate Pollutants Bill of 2016 (SB 1383) establishes regulatory requirements for jurisdictions, generators, haulers, Solid Waste facilities, and other entities to support achievement of state-wide Organic Waste Disposal reduction targets; and

WHEREAS, SB 1383 requires jurisdictions to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement and fulfill other requirements; and, the City has chosen to delegate some of its responsibilities to Contractor, acting as the City’s designee, through this Agreement; and,

WHEREAS, the City declares its intention of maintaining reasonable rates and quality service related to the Collection, Transportation, Recycling, Processing, and Disposal of Solid Waste and other services; and,

WHEREAS, the California Department of Resources Recycling and Recovery (“CalRecycle”) promulgated regulations to implement SB 1383 (the “SB 1383 Regulations”) for local jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of statewide Organic Waste Disposal reduction targets; and,

WHEREAS, the current franchise agreement will expire on August 30, 2025; and,

WHEREAS, in response to a Request for Proposals, the Contractor has submitted a proposal to the City and the City selected the Contractor on the competitive advantages of that proposal over other proposals received by the City; and

WHEREAS, City and Contractor (“Parties”) hereto desire to enter said Agreement; and,

WHEREAS, City and Contractor are mindful of the provisions of the laws governing the safe Collection, Transport and Transportation, Recycling, Processing and Disposal of Solid Waste, including AB 939, the Resource Conservation and Recovery Act (“RCRA”), and the Comprehensive Environmental Response, Compensation and Liability Act (“CERCLA”). City and Contractor desire to leave no doubts as to their respective roles and to memorialize that by entering into this Agreement, City is not thereby becoming an “arranger” or a “generator” as those terms are used in CERCLA, and that it is Contractor, not City, who is “arranging for” the Collection from premises in the City, Transport for Disposal, Composting or other Processing, and Recycling of municipal Solid Waste which may contain Hazardous Material; and further to confirm that as a material inducement to City entering into this Agreement, Contractor has agreed to fully indemnify City in connection with any claims, losses, liabilities, lawsuits or actions relating to the inadvertent or intentional Collection, Transportation and/or Disposal of Hazardous Materials that may occur in connection with Contractor’s performance under this Agreement, and

WHEREAS, the State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Landfill space and potential adverse environmental impacts from Landfill Disposal and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: AB 2176 (Chapter 879, Statutes of 2004), SB 1016 (Chapter 343, Statutes of 2008), AB 341 (Chapter 476, Statutes of 2011), AB 1826 (Chapter 727, Statutes of 2014), and SB 1383 (Chapter 395, Statutes of 2016), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed; and,

WHEREAS, the City Council of the City of Diamond Bar hereby desires that Contractor be engaged to provide for both the Collection of Solid Waste within the corporate limits of the City of

Diamond Bar and the Transportation of such Solid Waste to appropriate places for Processing, Recycling, Organics Diversion, and Disposal, and to perform such services on the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor has agreed, as part of this Agreement, acting as an independent contractor to provide such personnel, equipment and supplies as are necessary to ensure City complies with the requirements of Public Resources Code Section 49100 et seq.,

WHEREAS, Contractor agrees to and acknowledges that it shall arrange for the proper Disposal of all Solid Waste Collected in City and City is not instructing Contractor how to Collect, Process and Dispose of Solid Waste.

WHEREAS, consistent with provisions of the Act, including Public Resources Code Section 40059, aspects of Solid Waste Services are of local concern, including frequency of collection, means of collection and Transportation, level of services, charges and fees, the nature, location, and extent of providing Solid Waste Services, and whether the services are to be provided by means of a non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license, or otherwise which may be granted by the City under terms and conditions prescribed by the City Council; and

WHEREAS, this Agreement has been developed by and is satisfactory to the City and the CONTRACTOR,

Now, therefore, in consideration of the mutual covenants, conditions and consideration contained herein, the City and Contractor hereby agree as hereinafter set forth:

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ARTICLE 1: DEFINITIONS

For the purpose of this Agreement, the definitions contained in this Article shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Agreement, the definition of such word or phrase as contained in the Diamond Bar City Code shall control.

1.1 AFFILIATE

“Affiliate” means all businesses, including, without limitation, corporations, limited and general partnerships and sole proprietorships, that are directly or indirectly related to the Contractor by virtue of direct or indirect ownership interest or common management. Such businesses shall be deemed to be “Affiliated with” the Contractor and included within the term “Affiliates” as used herein. An Affiliate includes: (i) a business in which the Contractor has a direct or indirect ownership interest; (ii) a business that has a direct or indirect ownership interest in the Contractor; and/or (iii) a business that is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in the Contractor. For the purposes of this definition, “ownership” means ownership as defined in the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986 (Title 26, U.S. Code), as in effect on the effective date, provided that ten percent (10%) shall be substituted for fifty percent (50%) in Section 318(a)(2)(C) and in Section 318(a)(3)(C) thereof; and Section 318(a)(5)(C) shall be disregarded. For purposes of determining ownership under this paragraph and constructive or indirect ownership under Section 318(a), ownership interest of less than ten percent (10%) shall be disregarded and percentage interests shall be determined on the basis of the percentage of voting interest of value that the ownership interest represents, whichever is greater. Being an Affiliate does not exempt a business from the application of assignment requirements under Section 14.5

1.2 AGREEMENT

“Agreement” means this Franchise Agreement between the City and Contractor for the Collection, Transportation, Recycling, Processing, and/or Disposal, of Solid Waste, and other services related to meeting the goals and requirements of AB 939, including all exhibits and attachments, and any amendments thereto.

1.3 APPLICABLE LAW

"Applicable Law" means all statutes, rules, regulations, guidelines, actions, determinations, Permits, orders, or requirements of the United States, State, County of Los Angeles, City and local and regional government authorities and agencies having applicable jurisdiction, that apply to or govern the Site or the performance of the Parties' respective obligations hereunder, including any of the foregoing which concern health, safety, fire, environmental protection, labor relations, mitigation monitoring plans, building codes, zoning, non-discrimination, and prevailing wages if applicable. All references herein to Applicable Law include subsequent amendments or modifications thereof, unless otherwise specifically limited in this Agreement.

1.4 ASSEMBLY BILL 341 (AB 341)

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

1.5 ASSEMBLY BILL 939 (AB 939) (ACT)

"AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.), as it may be amended, supplemented, superseded, or replaced from time to time.

1.6 ASSEMBLY BILL 1826 (AB 1826)

“AB 1826” means the Organic Waste Recycling Act of 2014 (Chapter 727, Statutes of 2014 modifying Division 30 of the California Public Resources Code), also commonly referred to as “AB 1826,” as amended, supplemented, superseded, and replaced from time to time.

1.7 BILLINGS

“Billings” means any and all statements of charges for services rendered in accordance with this Agreement, howsoever made, described or designated by City or Contractor, or made by others for City or Contractor, to Customers in the City.

1.8 BIN

“Bin” means a metal or plastic Container with hinged lid(s) and wheels serviced by a front-end loading Collection vehicle with a Container capacity of less than (10) cubic yards, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as dumpsters.

1.9 BIN SERVICE

“Bin Service” means Solid Waste Collection provided by Contractor to Customers using Bins(s) to accumulate and store their Discarded Materials for collection.

1.10 BLUE CONTAINER

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials.

1.11 BULKY ITEMS

“Bulky Items” means Discarded Materials that cannot and / or would not typically be accommodated within a Cart including specifically: discarded furniture (including chairs, sofas, mattresses, carpet, and other similar items); appliances (including refrigerators, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items, commonly known as “white goods”); unusually large amounts of yard debris and Green

Waste and small pieces of wood limited to one cubic yard of contained material; Electronic Waste (including stereos, televisions, computers and monitors, VCRs, microwaves and other similar items commonly known as “brown goods” and “e-waste”); Bulky Items do not include car bodies, tires, or C&D Debris, or any other items that require more than two (2) Persons to remove. Other items not specifically included or excluded above will be Collected provided that they are not more than eight (8) feet in length, four feet in width, or more than 150 pounds. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Items, Contract Administrator shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties.

1.12 BUSINESS DAYS

“Business Days” mean days during which the City’s administrative offices are normally open to do business with the public.

1.13 CALRECYCLE

“CalRecycle” means the State of California’s Department of Resources Recycling and Recovery, and, as this department was structured prior to January 1, 2010, the California Integrated Waste Management Board or CIWMB, as well as any successor agency to CalRecycle.

1.14 CART

“Cart” means a heavy plastic receptacle and a rated capacity of at least thirty (30) gallons and not more than one-hundred one (101) gallons, having a hinged, tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Customers for Collection services under this Agreement.

1.15 CITY

“City” means the City of Diamond Bar, California, a municipal corporation, 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 of this Agreement.

1.16 COLLECT, COLLECTED, COLLECTION

"Collect" or "Collection" means to take physical possession, Transport, and remove Discarded Materials within and from City.

1.17 COMMENCEMENT DATE

“Commencement Date” means the date specified in Section 2.4 when the Contractor is to begin providing Solid Waste Services and other related services required by this Agreement.

1.18 COMMERCIAL EDIBLE FOOD GENERATORS

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and

Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

1.19 COMMERCIAL PREMISES

“Commercial Premises” means Premises upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding Residential Premises upon which business activities are conducted when such activities are permitted under applicable zoning regulations and are not the primary use of the property. Notwithstanding any provision to the contrary herein, in the Diamond Bar City Code, or otherwise, for purposes of this Agreement, Premises upon which the following uses (as defined in the Diamond Bar Municipal Code) are occurring shall be deemed to be Commercial Premises: Assisted Living Facilities, Convalescent Homes, Dormitories, Extended Stay Motels, Hotels, Motels, and Multi-Family Premises with five (5) units or more.

1.20 COMMERCIAL EDIBLE FOOD GENERATORS

“Commercial Edible Food Generators” includes Tier One Commercial Edible Food Generators and Tier Two Commercial Edible Food Generators, or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators, or as otherwise specified by 14 CCR Section 18982(a)(7).

1.21 COMMUNITY COMPOSTING

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or as otherwise defined in 14 CCR Section 18982(a)(8).

1.22 COMPOST, COMPOSTING

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this Agreement, that “Compost” means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized facility.

1.23 CONTRACT ADMINISTRATOR

“Contract Administrator” means the City Manager, or his or her designee, designated by the City to administer and monitor the provisions of this Agreement.

1.24 CONTRACTOR

"Contractor" means Waste Management Collection and Recycling, Inc., and its officers, directors, employees, agents, companies, and Subcontractors.

1.25 CONTRACTOR'S PROPOSAL

"Contractor's Proposal" means the proposal submitted by Contractor to City on August 30, 2023 in response to a Request for Proposals dated May 3, 2023. Contractor's Proposal was selected by City based on its competitive advantages over other proposals received, and City specifically relied upon the representations and warranties set forth therein in entering into this Agreement. Contractor's Proposal is attached as Exhibit 7 and incorporated into this Agreement by reference, and Contractor represents and warrants that all representations set forth in such proposal are true and correct.

1.26 CONTRACTOR COMPENSATION

"Contractor Compensation" means the revenue received by the Contractor from Billings, excluding City fees as defined in Article 7 of this Agreement, in return for providing services in accordance with this Agreement and any amendments to this Agreement.

1.27 CONSTRUCTION AND DEMOLITION DEBRIS OR C&D OR C&D DEBRIS

"Construction and Demolition Debris" or "C&D Material," means any combination of inert building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging; roofing material, ceramic tile, carpeting, plastic pipe, and steel. The material may be commingled with rock, soil, tree stumps; and other vegetative matter resulting from land clearing and landscaping for construction or land development projects. Accepted and prohibited materials are listed in Exhibit 4. Construction and Demolition Debris is also referred to in the Diamond Bar City Code as "Construction/Demolition Waste."

1.28 CONTAINER(S)

"Container(s)" means any and all types of Solid Waste receptacles, including Carts, Bins, dumpsters, debris boxes, Roll-Off Boxes, and Compactors.

1.29 CONTAINER CONTAMINATION

"Container Contamination" means the following: (i) discarded materials placed in the Blue Container that are not Blue Container Waste; (ii) discarded materials placed in the Green Container that are not Green Container Waste; (iii) discarded materials placed in the Gray Container that are Blue Container Waste or Green Container Waste; and, (v) Excluded Waste items placed in any container.

1.30 CUSTOMER(S)

“Customer” means the Person having the care and control of any Premises in the City and to whom Contractor submits its billing invoice and collects payment for Solid Waste Services provided pursuant to the terms of this Agreement.

1.31 DAY

“Day” means calendar day unless otherwise specified in this Agreement.

1.32 DESIGNATED FACILITY(IES)

“Designated Facility(ies)” means any one of or any combination of Disposal, Transfer, or Processing facilities including, C&D Processing Facilities; Landfills; High Diversion Organic Waste Processing Facilities; Organics Waste Processing Facilities, Source Separated Recyclable Materials Processing Facilities; and Transfer Facilities as defined in this Article and listed in Exhibit 3. Any such facility utilized by the Contractor shall be designed and constructed in accordance with Applicable Laws and shall have been issued all permits from federal, state, regional, county and city agencies necessary for it to operate. Contractor shall notify Contract Administrator within One Business Day of any change in Designated Facilities and must submit to the Contract Administrator an up-to-date Designated Facilities list annually.

1.33 DISCARDED MATERIALS

“Discarded Materials” are a form of Solid Waste and shall be regulated as such. For purposes of this Agreement, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or, levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. Discarded Materials do not include Edible Food that is recovered for human consumption and is not discarded. For the purposes of this Agreement, Discarded Materials include Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, Food Waste, Refuse, and C&D once the materials have been placed in Containers for Collection.

1.34 DISPOSAL

“Disposal” or “Disposed” mean the final disposition of any Solid Waste Collected by the Contractor or Residue from Processing activities at a permitted Landfill or other permitted Solid Waste facility.

1.35 DISPOSAL SITE(S)

"Disposal Site(s)" means the Solid Waste facility or Facilities utilized for the ultimate Disposal of

Solid Waste Collected by Contractor.

1.36 DIVERT, DIVERSION

“Divert” or “Diversion” means to Divert from Disposal facilities or Transformation facilities (including incineration, pyrolysis, distillation, gasification biological conversion) through source reduction, Reuse, salvage, Recycling, and Composting, as provided in Section 41780 of California Public Resources Code as such act may be hereafter amended or superseded provided that Divert or Diversion shall include delivery to Transformation facilities if the overall Diversion achieved by the City is at a level where delivery to such facilities shall be considered Diversion pursuant to the Act.

1.37 DWELLING UNIT

“Dwelling Unit” means any individual living unit in a Residential Premises intended for, or capable of being utilized for, Residential living other than a hotel or motel.

1.38 EDIBLE FOOD

“Edible Food” means food intended for human consumption. For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Agreement requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

1.39 ELECTRONIC WASTE, E-WASTE

“Electronic Waste” or “E-Waste” means discarded electronic equipment and includes, but is not limited to, stereos, televisions, computers and computer monitors, VCRs, cellular phones, fax machines, household copiers, computer printers, other electronic items with electric plugs that are banned from Landfill Disposal, and other similar items commonly known as “brown goods.”

1.40 ENFORCEMENT ACTION

“Enforcement Action” means an action of the City to address non-compliance including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.

1.41 ENVIRONMENTAL LAW

“Environmental Law” means any federal and state statute, county, local and City ordinance, rule, regulation, order, consent decree, judgment or common-law doctrine, and provisions and conditions or permits, licenses and other operating authorizations relating to (i) pollution or protection of the environment, including natural resources, (ii) exposure of Persons, including employees, to Hazardous Materials or other products, raw materials, chemicals or other substances, (iii) protection of the public health or welfare from the effects of by-products, wastes,

emissions, discharges or releases of chemical substances from industrial or Commercial activities, or (iv) regulations of the manufacture, use or introduction into commerce of chemical substances, including, without limitation, their manufacture, formulation, labeling, distribution, Transportation, handling, storage and Disposal.

1.42 EXCLUDED WASTE

“Excluded Waste” means Hazardous Substance, Hazardous Waste, Biohazardous or Biomedical Waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that Designated Facility operator(s) reasonably believe(s) would, as a result of or upon acceptance, Transfer, Processing, or Disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be Disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in Contractor’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or City to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Processing, Recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

1.43 FOOD WASTE

“Food Waste” means all kitchen and table food scraps, animal or vegetable waste that is generated during or results from the storage, preparation, cooking or handling of food stuffs; discarded compostable paper that is contaminated with Food Waste; fruit waste, grain waste, dairy waste, meat, and fish waste, which has been Source Separated from other Solid Waste, Food Waste is a subset of Organic Materials and excludes Hazardous Waste. Edible Food separated for Food Recovery shall not be considered Food Waste. See Exhibit 4 for accepted and prohibited materials.

1.44 FRANCHISE

"Franchise" means the special right granted by City to operate a public utility for Solid Waste Services within the City.

1.45 FRANCHISE FEE

“Franchise Fee” means the fee paid by Contractor to City for the right to hold the Franchise for Solid Waste Services granted by this Agreement.

1.46 GRAY CONTAINER

“Gray Container” has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste or Mixed Waste.

1.47 GREEN CONTAINER

“Green Container” has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of Source Separated Green Container Organic Waste.

1.48 GROSS RECEIPTS

“Gross Receipts” means and includes all revenues actually received by Contractor or subsidiaries, parent companies or other Affiliates of Contractor from Billings and compensation in any form arising from, or attributable to, the provision of Solid Waste Services by Contractor to its Customers in the City pursuant to this Agreement, without deducting Disposal fees, City Fees, or any other fees or cost of doing business. Gross Receipts does not include any revenue received by Contractor from the sales of Recyclable Materials.

1.49 HAZARDOUS MATERIAL

“Hazardous Material” is defined to include any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government. The term “Hazardous Material” includes, without limitation, any material or substance which is: (i) petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined as a “hazardous waste,” “extremely hazardous waste” or “restricted hazardous waste” under Sections 25115, 25117 or 25122.7, or listed pursuant to Section 25140, of the California Health and Safety Code, Division 20, Chapter 6.5 (Hazardous Waste Control Law); (iii) defined as a “hazardous substance” under Section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a “hazardous material,” “hazardous substance,” or “hazardous waste” under Sections 25501(j) and (k) and 25501.1 of the California Health and Safety Code, Division 20, Chapter 6.95 (Hazardous Materials Release Response Plans and Inventory); (v) defined as a “hazardous substance” under Section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7 (Underground Storage of Hazardous Substances); (vi) “used oil” as defined under Section 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Chapter 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of the California Code of Regulations; (ix) defined as waste or a hazardous substance pursuant to the Porter-Cologne Act, Section 13050 of the California Water Code; (x) designated as a “toxic pollutant” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. Section 1317; (xi) defined as “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq. (42 U.S.C. § 6903); (xii) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 6901; (xiii) defined as “Hazardous Material” pursuant to the Hazardous Materials Transportation Act 29 U.S.C. Section 5101, et seq.; or (xiv) defined as such or regulated by any “Superfund” or “Super lien” law, or any other federal, state or local law, statute, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Materials and/or oil wells and/or underground storage tanks and/or pipelines, as now, or at any time hereafter, in effect; (xv) defined as “medical waste” or

“biohazardous waste” under applicable Federal or State law, excluding Home Generated Sharps as defined in Section 1.52.

1.50 HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR § 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR § 18815.5I for Organic Waste received from the “Mixed waste organic collection stream” as defined in 14 CCR § 17402(a)(11.5); or, as otherwise defined in 14 CCR § 18982(a)(33).

1.51 HOLIDAYS OR DESIGNATED HOLIDAYS

“Holidays” or “Designated Holidays” shall mean New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.52 HOME GENERATED SHARPS

“Home-Generated Sharps” means hypodermic needles, pen needles, syringes, intravenous needles, lancets, and other devices that are used to penetrate the skin for testing or the delivery of medications derived from a household including Residential Dwelling units.

1.53 HOUSEHOLD HAZARDOUS WASTE (HHW)

"Household Hazardous Waste" or “HHW” means material used in residences that may threaten human health or the environment when improperly discarded and usually has one or more of the following characteristics; flammable, toxic, corrosive, and/or reactive.

1.54 LANDFILL

“Landfill” means a “Solid Waste Landfill” defined by Public Resources Code Section 40195.1

1.55 MATERIALS RECOVERY FACILITY (MRF)

"Materials Recovery Facility" means a permitted Solid Waste facility where Solid Wastes or Recyclable Materials are sorted or separated for the purposes of Recycling, Processing or Composting.

1.56 MIXED WASTE PROCESSING

“Mixed Waste Processing” means the separation and sorting of recyclables and other recoverable materials from Refuse at a MRF where commingled loads of Solid Waste are Processed.

1.57 MULTI-FAMILY PREMISES

“Multi-Family Premises” means any Residential Premises of five (5) or more Dwelling Units (not

including hotels or motels), irrespective of whether residence therein is transient, temporary or permanent, which receive Collection services from centralized locations. Multi-Family Premises generally receive Solid Waste Services through the use of shared Bins, but may use Carts.

1.58 ORGANIC WASTE OR GREEN CONTAINER WASTE

‘Organic Waste’ or ‘Organics’ means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, Food Waste, Green Material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18882(a)(46); or that is collected in a green container as defined in 14 CCR 18982(a)(29). Biosolids and digestate are as defined by 14 CCR Section 18982(a). The term is used interchangeably with Green Container Waste.

1.59 ORGANICS MATERIAL PROCESSING FACILITY

“Organic Materials Processing Facility” means a permitted Facility where Organic Material is sorted, mulched, or separated for the purposes of Recycling, reuse or composting.

1.60 PERSON

“Person” means any individual, firm, limited liability company, partnership, public or private corporation, business trust, joint venture, organization, organization, the United States, the State of California, the County of Los Angeles, or any political subdivision, government agency, municipality, and special purpose districts.

1.61 PREMISES

“Premises” means any parcel of land, building and/or structure or portion thereof, in the City where Solid Waste is produced, generated or accumulated.

1.62 PROCESS, PROCESSED, OR PROCESSING

“Process”, “Processed” or “Processing” means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

1.63 RATE YEAR

"Rate Year" means the period July 1 to June 30, for each year during the Term of this Agreement.

1.64 RECYCLABLES OR BLUE CONTAINER WASTE

‘Recyclable Materials’ or ‘Recyclables’ means non-putrescible and non-hazardous recyclable wastes, including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise

defined in 14 CCR Section 18982(a)(43); or that is collected in a blue container as defined in 14 CCR 18982(a)(5). The term is used interchangeably with Blue Container Waste or materials. See Exhibit 4 for accepted and prohibited materials. The City and Contractor agree to meet from time to time as needed, and in good faith consider modifications to the list in Exhibit 4 of acceptable Recyclable Material to address developments in processing technologies, emerging uses for various types of materials, changes in available markets, or other relevant issues.

1.65 RECYCLE, RECYCLING

"Recycle" or "Recycling" means the process of Collecting, sorting, cleansing, treating, Processing and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of Landfill Disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

1.66 REFUSE OR GRAY CONTAINER WASTE

"Refuse" means discarded waste or garbage that may contain nonorganic material, or processed industrial materials or that is collected in a gray container as defined in 14 CCR 18982 (a)(28). The term is used interchangeably with Gray Container Waste. "Refuse" does not include sewage, Construction and Demolition Debris, Recyclable Materials, and/or Organic Materials placed in source-separated Containers for Collection.

1.67 RENEWABLE NATURAL GAS OR RNG

"Renewable Natural Gas" or "RNG" means gas derived from Organic Waste that has been Diverted from Landfill Disposal and Processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

1.68 RESIDENTIAL

"Residential" refers to services performed at and for Residential Premises, which include both single-family and Multi-Family Premises.

1.69 RESIDUAL OR RESIDUE

"Residual" or "Residue" means the Solid Waste destined for Disposal, further Transfer/Processing as defined in 14 CCR Section 17402(a)(30) or 14 CCR Section 17402(a)(31), or transformation which remains after Processing has taken place and is calculated in percent as the weight of Residual divided by the total incoming weight of materials.

1.70 ROLL-OFF BOX

"Roll-Off Box" means an open or closed-top metal Container, roll-top Container, or closed

compactor Container serviced by a roll-off truck and with a Container capacity of 10 cubic yards or more. Roll-Off Boxes are also known as drop boxes or debris boxes.

1.71 SINGLE-FAMILY, SINGLE-FAMILY DWELLING

“Single-Family,” or “Single-Family Dwelling,” means, for purposes of this Agreement, notwithstanding any contrary definition in the Diamond Bar City Code, any detached or attached house or residence designed or used for occupancy by one (1) family, provided that Collection Service feasibly can be provided to such Premises as an independent unit, and the owner or occupant of such independent unit is billed directly for the Collection Service. “Single-Family,” or “Single-Family Dwelling,” includes Residential units of a duplex, tri-plex, or four-plex Residential structure.

1.72 SENATE BILL 1383 (SB 1393)

"SB 1383" means the Short-Lived Climate Pollutants Act of 2016 (Chapter 395, Statutes of 2016), as it may be amended, supplemented, superseded, or replaced from time to time.

1.73 SOLID WASTE

"Solid Waste" means all Solid Wastes generated by Residential, Commercial, and industrial sources, including Refuse, Recyclable Materials and Organic Materials, and all Solid Waste generated at construction and demolition sites, which are Collected and Transported under the authorization of the City or are self-hauled by residents or contractors. Municipal Solid Waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or Hazardous Material, any waste which is not permitted to be Disposed of at a Class III Landfill and which fall within the definition of “Nonhazardous Solid Waste” set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed “Solid Waste” consistent with the meaning of California Public Resources Code Section 40191, and for purposes of this Agreement shall be regulated as such, whether or not they may be potentially Recyclables, in either of the following instances: (a) the material is mixed or commingled with other types of Solid Waste such that more than 65% of the material consists of Solid Waste rather than Recyclables, or (b) the payment of a fee, charge, or other consideration, in any form or amount, is directly or indirectly solicited or received from the generator by any Person or combination of Persons in exchange for Collection, removal, Transportation, storage, Processing, handling, consulting, Container rental or Disposal services (“fee for service” Recycling), whether or not arranged by or through a subcontractor, broker, agent, consultant, or affiliate of the provider of such service.

1.74 SOLID WASTE SERVICES

“Solid Waste Services” means the Collection, Transfer, Transport, Recycling, Processing, and Disposal of Solid Waste.

1.75 SOURCE SEPARATED

“Source Separated” means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or Processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of this Agreement, Source Separated shall include separation of materials by the Generator, Property Owner, Property Owner’s employee, property manager, or property manager’s employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste and other Solid Waste for the purposes of Collection and Processing.

1.76 STATE

“State” means the State of California.

1.77 TRANSFER STATION

“Transfer Station” means a Facility that receives Solid Waste from Collection vehicles and transfers the material to larger vehicles for Transport to Landfills and other destinations. Transfer Stations may or may not also include MRFs transferring residual Refuse (Refuse left after the sorting of Recyclable Materials) to Landfills and Recyclable Materials, including Organic Materials and/or Construction and Demolition Debris, to processors, brokers, or end-users.

1.78 TRANSPORT OR TRANSPORTATION

“Transport” or “Transportation” means the act of conveying Collected materials from one location to another.

1.79 TRANSFORMATION

“Transformation” means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting. “Transformation” does not include composting.

1.80 UNIVERSAL WASTE OR U-WASTE

“Universal Waste” or “u-waste” means any of the following waste that are conditionally exempt from classification as hazardous wastes pursuant to Title 22 of the California Code of Regulations (22 CCR), § 66261.9: (i) batteries as described in 22 CCR § 66273.2; (ii) thermostats as described in 22 CCR § 66273.4; (iii) lamps as described in 22 CCR § 66273.5; and (iv) cathode tube materials as described in 22 CCR § 66273.6; (v) Electronic Waste or E-waste as defined in Section 1.40.

1.81 WORK DAY(S)

“Work Days” or “Working Days” means days on which the CONTRACTOR is required to provide

regularly scheduled Collection services under this Agreement.

1.82 WASTE GENERATOR

"Waste Generator" means any Person as defined by the Public Resources Code, whose act or process produced Solid Waste as defined in the Public Resources Code, or whose act first causes Solid Waste to become subject to regulation.

1.83 YARD WASTE OR GREEN WASTE

"Yard Waste" or "Green Waste" means leaves, grass clippings, brush, branches, and other forms of Organics Materials generated from landscapes or gardens, which have been Source-Separated from other Solid Waste. Yard Waste is a subset of Organics Materials and excludes Hazardous Materials. See Exhibit 4 for accepted and prohibited materials.

ARTICLE 2: GRANT AND ACCEPTANCE OF FRANCHISE

2.1 GRANT AND ACCEPTANCE OF FRANCHISE, INDEMNITY OF AWARD

Subject to the terms and conditions of this Agreement (including but not limited to the exclusions set forth in Section 2.9 hereof) and applicable State laws, and to the rights of State, county and school district facilities to use a Solid Waste enterprise other than Contractor, City hereby grants to Contractor and Contractor hereby accepts from City, for the Term hereof, the exclusive Franchise, right and privilege to provide Solid Waste Services as defined in this Agreement to all Commercial Premises and Multi-Family Premises (of five or more units) within the boundaries of the City (the "Franchise").

Contractor agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense. To the maximum extent permitted by law, Contractor shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement, including but not limited to any action brought by referendum or under Proposition 218 (Calif. Const. Art. XIID) to challenge the City's entry into this Agreement or the setting of Solid Waste rates as set forth in this Agreement. The City shall promptly notify Contractor of any such claim, action, or proceeding. The City and Contractor shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot be reached. Contractor's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel. Contractor hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

2.2 EXCLUSIVE NATURE OF FRANCHISE

During the term of this Agreement, except as otherwise provided in Section 2.9 below, or as may otherwise be provided by federal or state law, the rights granted to the Contractor under this Agreement shall be exclusive to the Contractor. The City will not let any contract to, or enter into any agreement with, any other Person for the performance of the services herein required to be performed by the Contractor.

To the extent permitted under state or federal law, the City shall protect the Contractor's exclusive rights by proper ordinances, and may take action to enforce those ordinances upon request and at the City's sole and absolute discretion. Should the City take administrative, law enforcement, or other legal action against any Person that infringes on the Contractor's exclusive rights, the Contractor shall reimburse the City for its reasonable administrative, law enforcement, or other legal costs related to any such action. To the extent permitted under state or federal law, nothing herein shall preclude Contractor from taking such legal action against third parties as it deems appropriate to protect the exclusive nature of its Franchise.

2.3 EFFECTIVE DATE

The Effective Date of this Agreement shall be thirty (30) days after the date which the City Council approves this Agreement.

2.4 TERM OF AGREEMENT

The term of this Agreement shall be ten (10) years, commencing September 1, 2025, and terminating on August 31, 2035, subject to extension as provided herein. Notwithstanding the foregoing, the unexcused failure or refusal of Contractor to perform any material term, covenant, obligation, or condition contained in this Agreement shall give rise to the right, in favor of City, for earlier termination of this Agreement for cause in accordance with the procedures elsewhere contained herein.

2.5 CITY'S OPTION TO EXTEND TERM

City shall have the sole option to extend the Term for up to twenty-four (24) months following expiration of the Term under Section 2.4. The City may, upon at least ninety days (90-days) advance written notice to the Contractor prior to the expiration of the Term, exercise this extension option. If City provides this extension notice, this Agreement will automatically renew up to a maximum of twenty-four (24) months. This extension period shall terminate, upon the earlier of: (i) the expiration of the aforementioned twenty- four (24) months, or (ii) ninety (90) days following the date upon which City gives Contractor written notice of final termination.

2.6 REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

Contractor hereby covenants, represents, and warrants the following to City for the purpose of inducing City to enter into this Agreement and to consummate the transaction contemplated hereby, all of which shall be true as of the date of this Agreement and as of the effective date:

- A. Contractor is validly existing as a corporation under the laws of the State of California.
- B. Neither the execution of this Agreement nor the delivery by Contractor of services nor the performance by Contractor of its obligations hereunder: (1) conflicts with, violates or results in a breach of any Applicable Law; (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement (including, without limitation, the certificate of incorporation of Contractor) or instrument to which Contractor is a party or by which Contractor or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument; or (3) will result in the creation or imposition of any encumbrance of any nature whatsoever upon any of the properties or assets of Contractor.
- C. There is no action, suit or other proceeding as of the date of this Agreement, at law or in equity, or to the best of Contractor's knowledge, any investigation, before or by any court or governmental authority, pending or threatened against Contractor or Waste Management, Inc. which is likely to result in an unfavorable decision, ruling or finding which would materially and adversely affect the validity or enforceability of this Agreement or any such agreement or instrument entered into by Contractor or Waste Management, Inc. in connection with the transactions contemplated hereby, or which could materially and adversely affect the ability of Contractor to perform its obligations hereunder or which would have a material adverse effect on the financial condition of Contractor or Waste Management, Inc.
- D. Contractor has no knowledge of any Applicable Law in effect as of the date of this Agreement that would prohibit the performance by Contractor of this Agreement and the transactions contemplated hereby.
- E. Contractor has made an independent investigation, satisfactory to it, of the conditions and circumstances surrounding this Agreement and the work to be performed by it, and is satisfied that those conditions and circumstances will not impair its ability to perform the work and provide the Collection services required by this Agreement.
- F. The information supplied by Contractor in all submittals made in connection with negotiation and execution of this Agreement, including all materials in Exhibits of this Agreement, and all representations and warranties made by Contractor throughout this Agreement are true, accurate, correct and complete in all material respects on and as of the effective date of this Agreement. Note that inaccuracies in Contractor's Proposal, such as material omissions of past and pending litigation as requested under the Request for Proposals through which this Agreement was procured, are grounds for termination of this Agreement.
- G. Contractor's representative, as it shall be designated pursuant to Section 14.14 shall have authority in all daily operational matters related to this Agreement. City may rely upon action taken by such designated representative as action of Contractor unless the actions taken are not within the scope of this Agreement.

2.7 CONDITIONS TO EFFECTIVENESS OF AGREEMENT

The obligation of City to permit this Agreement to become effective and to perform its undertakings provided for in this Agreement is subject to the satisfaction of each and all of the conditions set out below, each of which may be waived in whole or in part by City.

- A. Accuracy of Representations. Representations and warranties made by Contractor throughout this Agreement are accurate, true and correct on and as of the effective date of this Agreement.
- B. Absence of Litigation. There is no litigation pending in any court challenging the award of this Franchise to Contractor or the execution of this Agreement or seeking to restrain or enjoin its performance.
- C. Furnishing of Insurance, Bond, and Letter of Credit. Contractor shall have furnished evidence of the insurance, bonds, deposit and letter of credit as required by Article 11, and shall comply with all ongoing requirements relating thereto.
- D. Effectiveness of City Council Action. City's Resolution approving this Agreement shall have become effective pursuant to California law.

2.8 DELEGATION OF AUTHORITY

The administration of this Agreement by City shall be under the supervision and direction of the City Manager's office and the actions specified in this Agreement, unless otherwise stated, shall be taken by the Contract Administrator, or his or her designee.

2.9 LIMITATIONS TO THE SCOPE

Notwithstanding any provision to the contrary contained in this Agreement, the exclusive franchise, right and privilege to provide Solid Waste Services at Commercial and Multi-Family Premises within City granted to Contractor by this Agreement specifically excludes the following services, which services may be provided by Persons other than Contractor and which may be subject of other permits, licenses, franchises or agreements issued or entered by City:

- A. Solid Waste Services at Residential Premises of less than five units.
- B. The sale or donation of Recyclable Materials or Organics Materials by the Generator to any person or entity other than Contractor ; provided, however, to the extent permitted by law, if the Generator is required to pay monetary or non-monetary consideration for the Collection, Transport, Transfer, or Processing of Recyclable Materials or Organics Materials, the fact that the Generator receives a reduction of discount in price (or in other terms of the consideration the Generator is required to pay) shall not be considered a sale or donation and shall not be exempt.
- C. Solid Waste that is removed from any Premises by the Generator, by means of "self-hauling" (as described in the Diamond Bar City Code), and Transported personally by such Generator

(or by his or her full-time employees, but not a subcontractor) to a Processing or Disposal Facility in a manner consistent with all applicable laws and regulations.

- D. Yard Waste removed from the Premises by a gardening, landscaping, or tree trimming contractor, utilizing its own equipment, as an incidental part of a total service offered by that contractor rather than as a hauling service.
- E. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of animal waste remains from slaughterhouse or butcher shops for use as tallow.
- F. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of by-products of sewage treatment, including sludge ash, grit and screenings.
- G. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Hazardous Substances, Hazardous Waste, and radioactive waste regardless of its source.
- H. Construction and Demolition Debris which is removed by a duly licensed construction or demolition company or as part of a total service offered by said licensed company or by the City, where the licensed company utilizes its own equipment in compliance with Construction and Demolition Debris requirements of the Diamond Bar City Code.
- I. The Collection, Transfer, Transport, Recycling, Processing, and Disposal of Solid Waste by the City through City officers or employees in the normal course of their employment.
- J. Solid Waste Services for governmental agencies, other than the City, which may have facilities in the City, but over which the City has no jurisdiction in connection with the regulation of Solid Waste.
- K. Solid Waste Services for Solid Waste originating outside the City from hauling such Solid Waste over City streets, provided such collectors comply with any governing laws and/or ordinances.
- L. Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act (California Public Resources Code, Section 14500, et seq.).
- M. Edible Food which is collected from a Generator by other person(s), such as a person from a Food Recovery Organization or Food Recovery Service, for the purposes of Food Recovery, or which is Transported by the Generator to another person(s), such as a person from a Food Recovery Organization, for the purposes of Food Recovery, regardless of whether the Generator donates, sells, or pays a fee to the other person(s) to collect or receive the Edible Food from the Generator.
- N. Food Scraps that are separated by the Generator and used by the Generator or distributed to other person(s) for lawful use as animal feed, in accordance with 14 CCR Section 18983.1(b)(7). Food Scraps intended for animal feed may be Self-Hauled by Generator or hauled by another party.
- O. Contractor's right to Collect and/or Dispose of Solid Waste shall not be exclusive in the event of failure to Collect under Article 12 of this Agreement during which Contractor fails to maintain substantially complete regular Collection services pursuant to this Agreement and the Collection schedules then in effect, for any reason, including a strike by Contractor's

employees or similar labor dispute. The City may provide for Collection and/or Disposal services from persons other than Contractor during such periods, including Contractor's Bin and/or Roll-Off Box Service Customers.

Contractor acknowledges and agrees that City may permit other Persons besides Contractor to Collect any or all types of the Solid Waste listed in this Section 2.9 as exempt from Contractor's Franchise, including Recyclable Materials, without seeking or obtaining approval of Contractor under this Agreement. This grant to Contractor of an exclusive Franchise, right and privilege to Collect, Transport, or Process and Dispose of Solid Waste shall be interpreted to be consistent with all Applicable Laws, now and during the term of the Franchise, and the scope of this exclusive Franchise shall be limited by current and developing Applicable Laws with regard to Solid Waste handling, exclusive Franchise, control of Recyclable Materials, Solid Waste flow control, and related doctrines. In the event that future interpretations of current law, enactment or developing legal trends limit the ability of City to lawfully provide for the scope of Franchise services as specifically set forth herein, Contractor agrees that the scope of the Franchise will be limited to those services and materials which may be lawfully provided for under this Agreement, and that City shall not be responsible for any lost profits claimed by Contractor to arise out of further limitations of the scope of the Agreement set forth herein. In such an event, it shall be the responsibility of Contractor to minimize the financial impact to other services being provided as much as possible.

2.10 CITY'S RIGHT TO DIRECT CHANGES

2.10.1 GENERAL

City may direct Contractor to perform additional services (including new Diversion programs, etc.) or modify the manner in which it performs existing services or bills for services. Pilot programs and innovative services which may entail new Collection methods, and different kinds of services and/or new requirements for Generators and/or Contractor are included among the kinds of changes which City may direct. Contractor acknowledges that State law may increase the Diversion requirement during the term of this Agreement and Contractor agrees to propose services to meet such Diversion requirements.

Contractor shall be entitled to an adjustment in its Contractor Compensation for providing such additional or modified services, if Contractor demonstrates that its cost of service would increase, as set forth in Sections 2.10.2 and 2.10.3. City may utilize cost components included in the Contractor's Proposal in calculating equitable rate adjustments.

2.10.2 NEW DIVERSION PROGRAMS

Contractor shall present, within sixty (60) days of a request to do so by City, a proposal to provide additional or expanded Diversion services. The proposal shall contain a complete description of the following:

- Collection methodology to be employed (equipment, staffing, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).

- Labor requirements (number of employees by classification).
- Type(s) of Containers to be utilized.
- Type(s) of material to be Collected.
- Provision for program publicity/education/marketing.
- Projection of the annual financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- Any other information reasonably requested by the Contract Administrator.

2.10.3 CITY'S RIGHT TO ACQUIRE SERVICES

At any time during the Term of this Agreement, City may permit other Persons besides Contractor to provide additional Solid Waste Services not otherwise contemplated under this Agreement. If pursuant to Sections 2.10.1 and 2.10.2, Contractor and City cannot agree on terms and conditions of such services within ninety (90) days from the date when City first requests a proposal from Contractor to perform such services, Contractor acknowledges and agrees that City may permit Persons other than Contractor to provide such services, which shall be considered exempt from the exclusivity provisions of Section 2.9.

2.11 OWNERSHIP OF SOLID WASTE AND CITY'S RIGHT TO DIRECT SOLID WASTE

Once Solid Waste is placed in Containers and properly placed at the designated Collection location, ownership and the right to possession shall transfer directly from the Waste Generator to Contractor by operation of this Agreement. Subject to Contractor's objective to meet the Source Reduction and Recycling goals which apply to City and City's right to direct Contractor to Process and Dispose of Solid Waste at a particular licensed Solid Waste facility or to Dispose of Solid Waste at a particular licensed Disposal Site, if and only if City exercises such right by providing specific written direction to Contractor, Contractor is hereby granted the right to retain, Recycle, Process, Dispose of, and otherwise use such Solid Waste, or any part thereof, in any lawful fashion or for any lawful purpose desired by Contractor; this does not impact Contractor's right to retain Recyclable Materials revenue under Section 5.3. Subject to the provisions of this Agreement, Contractor shall have the right to retain any benefit resulting from its right to retain, Recycle, Process, Dispose of, or reuse the Solid Waste which it Collects. Solid Waste which is delivered to a Disposal Site or sites (whether Landfill, Transformation Facility, Transfer Station, Organic Materials Processing Facility or Material Recovery Facility) shall become the property of the Owner or operator of the Disposal Site(s) once deposited there by Contractor. City may obtain ownership or possession of Solid Waste placed for Collection upon written notice of its intent to do so, however, nothing in this Agreement shall be construed as giving rise to any inference that City has such ownership or possession unless such written notice has been given to Contractor.

City has the option to provide written direction to the Contractor specifying a Facility for handling, Processing, and Disposal of Solid Waste. If City directs Contractor to a Facility other than a Designated Facility as listed in Exhibit 3 of this Agreement, or otherwise requested by Contractor,

and in doing so it adversely affects the ability of the Contractor to meet either or both of the requirements of Section 11.1.3 and Section 5.2, then in this event the City and Contractor shall meet and confer and mutually agree on revised obligations for Sections 11.1.3 and 5.2. The foregoing notwithstanding, in the event City directs Contractor to a Facility other than a Facility listed in this Agreement or otherwise requested by Contractor, then Contractor shall be entitled to a rate adjustment based upon any increase or decrease in costs associated with handling, Processing, Disposal and Transportation.

2.12 CONTRACTOR'S CORPORATE STATUS

Contractor represents and warrants that it is duly organized, validly existing and in good standing under Applicable Laws. It is qualified to transact business in the State of California and has the power to own its properties and to carry on its business as now owned and operated and as required by this Agreement.

2.13 CONTRACTOR CORPORATE AUTHORIZATION

Contractor represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors or partners of Contractor (or the shareholders, if necessary) have taken all actions required by Applicable Law, its articles of incorporation, and its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Contractor have authority to do so and authority to bind Contractor hereunder.

2.14 ANNEXATIONS

This Agreement extends to any territory annexed to the City during the term of this Agreement except to the extent that Collection by Contractor within that annexed territory would violate the provisions of Public Resources Code Section 49520. In such event, this Agreement shall become effective as to such area at the earliest possible date permitted by law, and City agrees that it shall cooperate with Contractor to fulfill any requirement necessary for Contractor to serve the annexed area consistent with this paragraph.

2.15 PERMITS AND LICENSES

Contractor shall acquire and maintain all necessary permits and licenses for the Collecting, Transporting, Recycling, Processing, Disposing, and storing of Solid Waste as required under this Agreement. Failure to maintain all required permits shall be deemed a material breach of contract for which City may terminate this Agreement as provided in Section 13.3. Contractor must follow requirements of the Diamond Bar City Code, including, but not limited to, obtaining a City of Diamond Bar business license.

ARTICLE 3: SCOPE OF COLLECTION SERVICES

3.1 SERVICES TO BE PROVIDED – GENERAL

The work to be done by Contractor pursuant to this Agreement shall include, but not be limited to, the furnishing of all labor, supervision, equipment, materials, supplies, and all other items necessary to perform the services required. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated elsewhere in the Agreement or not, unless excused in accordance with Article 13.8.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and professional manner so that Customers within City are provided reliable, courteous and high-quality Solid Waste Services at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this section, whether such other aspects are enumerated elsewhere in the Agreement or not.

3.2 RESERVED

3.3 COMMERCIAL AND MULTI-FAMILY COLLECTION SERVICES

Contractor shall provide a three-Container Collection program for the separate Collection of Refuse, Source Separated Recyclable Materials, and Source Separated Organic Waste using Containers that comply with the requirements of Section 4.3. Contractor shall provide a program sufficient to enable City and Customers to meet or exceed the requirements of SB 1383 Regulations as of the start of Collection services under this Agreement. Commercial Premises includes multi-family dwellings of five or more units. Recyclable Materials and Organic Waste acceptable for collection are listed in Exhibit 4.

Collection frequency shall be at least once per week and more frequently if required to the waste generated at the Premises where the Containers are located. To resolve a dispute between Contractor and Customers, or if the City has health or safety concerns, City shall make final determination as to the number and size of Containers, frequency of Collection to be provided to Customers. Special consideration shall be given when determining the pickup areas to ensure that the flow of traffic is not impeded.

3.3.1 CONTAINER SIZES

Contractor shall provide 1, 1.5, 2, 3, 4 and 6 cubic yard Bins upon request. Contractor will service Bins equipped with compaction devices (known as compactors) that attach to the Bins if requested by Customer. The provision, sale, or lease of the compaction device itself is outside this Agreement. Contractor is not required to provide the compaction device.

3.3.2 COMMERCIAL AND MULTI-FAMILY PREMISES CART SERVICE

Contractor shall offer Collection in Carts to Customers at Commercial Premises and Multi-Family Premises of five units or more that do not have space for, or do not generate enough waste to require the use of Bins for Collection. If Contractor and Customer have a disagreement as to whether Cart service is appropriate, or if City determines that Collection in Carts causes health and safety or other concerns, City shall make the final determination as to whether Collection in Carts may occur.

3.3.3 CONTAINER COLOR

Bins and Carts shall comply with CalRecycle color and labeling requirements under SB 1383 Regulations. Contractor shall provide blue Containers for the Collection of Recyclable Materials, green Containers for the Collection of Organic Waste and gray or black Containers for the Collection of Refuse. Alternatively, Contractor may provide Containers with blue, green, and gray or black lids to meet the Container color requirement.

3.3.4 RESERVED

3.3.5 RESERVED

3.3.6 SCOUT SERVICE

Upon request, Contractor shall provide scout service, whereby Contractor will access Containers using a small vehicle either to move Containers to street or other public right-of-way for Collection, or Collecting Solid Waste directly from Container storage location. Under no circumstance shall Containers remain in the public right-of-way or outside of Container storage location for a period exceeding two (2) hours. In the event of a dispute between Contractor and Customer as to whether scout service will be used, Contract Administrator will make the final determination.

Contractor is responsible for verifying that an encroachment permit has been obtained from the City prior to placing a Container in the public right-of-way. If the Customer has not obtained an encroachment permit, the Contractor shall inform the Customer that the Container shall not be placed in the public right-of-way until the Customer provides Contractor with verification of an encroachment permit, instructing the Customer as to how to obtain the permit. A copy of the encroachment permit shall be affixed to the Container.

3.3.7 BIN PUSHOUT SERVICE

Contractor may not charge a fee for pushing or rolling Bins to point of Collection.

3.3.8 LOCKING BINS

Contractor shall provide locking Bin Service (providing the hasp and lock and servicing the lock) to Customers that request such service in accordance with the approved rate schedule, based upon a monthly fee per locking Bin.

3.3.9 REDELIVERY/RETURN TRIP FEE

Contractor may charge a fee, per the approved rate schedule, in the event that Contractor arrives on time for a scheduled Collection of Bins or Roll-Off Boxes, is impeded from Collection due to Container being blocked or otherwise unable to be Collected due to issues within the Customer's control, and Contractor must return for Collection prior to the Customer's next scheduled Collection. Charge may be assessed for the trip, not per Bin, in the event of a Customer with multiple Bins.

3.3.10 CONTAMINATION WARNING NOTICES

Contractor is responsible for visually inspecting Containers (and may use on-board digital image technology) for prohibited Container Contamination. Additionally, Contractor shall perform contamination monitoring and inspections in compliance with the CalRecycle requirements under SB 1383 Regulations.

Containers shall be considered contaminated if it contains more than ten percent (10%) of prohibited Container Contamination.

Contractor shall warn Customers who have Container Contamination as required by CalRecycle under SB 1383 Regulations.

A. 1st instance: Contractor shall take photograph(s) of Container content, Collect the material from the Container, provide a courtesy notice that explains why the material Collected was non-conforming, and notify the City. The written notice shall also explain the policy for non-conforming materials, recommend corrective action, explain the consequences for repeated instances, provide a list of acceptable and non-acceptable materials in each Container, how to contact Contractor, and any other information required by CalRecycle.

B. 2nd and subsequent instances: In addition to the requirements under the 1st instance, Contractor shall have the option of assessing a Contamination Fee included in the approved rate schedule, or Contractor may refuse to Collect contaminated Containers upon written notification to Customer indicating the reason for non-Collection, and options for corrective action. A copy of such notice shall be delivered to the City via email upon request by the Contract Administrator or designee.

Each written notice and photograph shall be available to the City upon request. If twelve (12) calendar months have elapsed since a written notification was issued for a non-conforming Container, the next instance shall be deemed the initial instance. If the Customer has changed,

and the account is new, with different occupants, owners or lessees, the written notification shall be considered the initial instance.

3.4 ROLL-OFF BOX SERVICE

Contractor shall provide permanent and temporary Roll-Off Box Collection service upon request. When accepting an order for Roll-Off Box service, it shall be Contractor's duty to assist Customer with arranging service that maximizes the Diversion of Solid Waste from Landfill Disposal.

Contractor must deliver a temporary Roll-Off Box to a Customer within forty-eight hours of request (excluding Saturday, Sunday, and Designated Holidays). Contractor shall confirm that Customer has obtained an encroachment permit from the City prior to Contractor placing a Container in the public right-of-way.

The provision, sale, or lease of compactor Roll-Off Boxes, which are enclosed Containers attached to a compaction device, is not included in this Agreement. Providing service to such compactor Roll-Off Boxes is included.

Rates shall be charged at a set rate for the service component (per pull) plus the per-ton charge (dump) based on actual tonnage Collected. Contractor may charge a fee in the event a scheduled Roll-Off Box Collection is impeded from Collection due to Container being blocked or otherwise unable to be Collected and Contractor must return for Collection. There will be no charges other than the specific charges identified in the approved rate schedule.

Roll-Off Boxes shall comply with SB 1383 Regulations color and labeling requirements.

3.5 TEMPORARY BIN SERVICE

Contractor shall provide temporary Bin Service to Customers upon request. Contractor must deliver a temporary Bin to a Customer within forty-eight (48) hours of request (excluding Saturday, Sunday, and Designated Holidays). Contractor shall confirm that Customer has obtained an encroachment permit from the City prior to Contractor placing a Container in the public right-of-way. There will be no charges other than the specific charges identified in the approved rate schedule.

3.6 ON-CALL BULKY ITEM PICKUP

Contractor shall provide Bulky Item pickup service to all Residential Customers. Each Residential Dwelling Unit shall be entitled to four Bulky Item pickups per calendar year at no additional charge.

Customers may put out up to four (4) Bulky Items at each pickup. Contractor may instruct Customers to provide Contractor with a minimum of one business days' notice for the items, which shall be Collected on the Customer's regular Collection day. Contractor shall Collect all Bulky Items as defined in Section 1.11 including items referred to as Electronic Waste or "E-waste."

The following provisions shall apply to this program:

1. No single item that cannot be handled by two workers will be accepted.
2. The following items will not be picked up: Hazardous Substances, Hazardous Waste, including waste oil or anti-freeze, with the exception of Bulky Items per Section 1.11 (including without limitation, Universal Wastes such as fluorescent bulbs, household batteries, and televisions, monitors and other items commonly referred to as “e-waste” that will be Collected by and Disposed of by Contractor in accordance with this section as well as Sections 3.6 and 5.2.5.)
3. Contractor shall record by class and weight (in tons) the Solid Waste Collected from Bulky Item pickups. Contractor shall record the kinds and weights (in tons) of this Solid Waste that is Diverted from Landfill Disposal through Recycling, reuse, Transformation, or other means of Diversion. Contractor shall include this information in its monthly reporting per Section 8.3.1. Commercial Customers may receive Bulky Item Collection for a fee, in accordance with the approved rate schedule.

3.7 CITY SERVICES

3.7.1 CITY FACILITIES

Contractor shall collect all Solid Waste including but not limited to Recyclables, Organics, Bulky Items, Electronic Waste, and Construction and Demolition Solid Debris which is generated at City government Premises at no additional cost to the City. The City shall provide Contractor with a list of locations and number of containers, sizes, and frequency of collection from which such Solid Waste shall be collected. Such Premises include, but are not limited to, City Hall, City offices, parks, City yard and street maintenance operations. Solid Waste at City yard will include Solid Waste Collected from street litter Containers. The list of City locations and the number of containers, sizes, and frequency of collection may be modified from time to time by the Contract Administrator without additional compensation paid to the Contractor. Solid Waste generated by such City operations shall be collected by Contractor per a schedule provided to Contractor by the Contract Administrator.

3.7.2 CITY-SPONSORED EVENTS

Contractor shall provide Solid Waste Collection and Disposal/Processing service for City-sponsored events at no additional charge to City or Ratepayers. This shall include providing Refuse Containers (Carts, Bins, Roll-off Boxes, and cardboard waste boxes with liners) to Collect and Dispose of, or Process, all Solid Waste. Contractor shall provide Containers for the Collection of Recyclables and Organics. It is the City's intent to alternate events assigned to Contractor with those events it assigns to the City's Residential franchisee; however, City does not guarantee that events will be evenly distributed based upon either level of effort or number of events. The list of City-sponsored events may change over time and include, but are not limited to:

- Concerts in the Park
- City Birthday Celebration

- Fourth of July
- Fall Fun Festival
- Winter Snow Festival
- Arbor Day
- Easter Egg Hunt
- Earth Day
- America Recycles Day

3.7.3 EMERGENCY COLLECTION AND DISPOSAL SERVICE

Contractor will assist City at the City's request with emergency Collection and Disposal service in the event of major disaster, such as an earthquake, storm, riot or civil disturbance, or as otherwise determined necessary by the City, by providing Collection equipment and drivers normally assigned to City. Contractor may charge City for actual Disposal costs plus service rates per the approved rate schedule.

3.7.4 ABANDONED ITEM COLLECTION FROM CITY RIGHT-OF-WAY PUBLIC PROPERTY

Contractor will Collect and Dispose of, at no additional charge to City or Ratepayers, within one Business Day of notification from City, all items left in the City's right-of-way, such as sidewalks, alleys, streets, and parkways within the routes/areas served by Contractor. Contractor will not be required to Collect Hazardous Waste (with the exclusion of Electronic Waste and Universal Wastes as provided in this Agreement), liquid wastes, or automobile parts that are individually too large for Collection by two people, but will be required to Collect any items defined as Bulky Items per Section 1.11. Contractor will properly Divert from Landfilling or Dispose of such items in accordance with Sections 5.2.3.

3.7.5 COMMUNITY DEVELOPMENT REVIEW SERVICES

Upon City request and at no additional charge, Contractor will review building permit applicants' plans and advise regarding adequacy of Container storage space and access, particularly to accommodate Recycling containers.

3.7.6 LARGE VENUE EVENT ASSISTANCE

Contractor will assist planners of large venue events at no additional charge with reporting and planning needs as may be useful in meeting the requirements of AB 2176, found at California Public Resources Code 42648, et seq. and Contractor shall provide Recycling services upon request to special event planners.

3.7.7 CONFISCATION OF UNAUTHORIZED CONTAINERS

- 1) City authorizes Contractor to confiscate illegal Collection Containers located within the City's public rights-of-way subject to the noticing requirements of Diamond Bar City Code Section 8.16.870. Upon notification from City, or Contractor's locating of an illegally placed Container, Contractor shall begin the following procedure within 24 hours:
- 2) Contractor shall first place a notice on Container, directing the illegal hauler or its Customer to remove the Container within 24-hours of notice, citing Section 8.16.870 of the Diamond Bar City Code, indicating where the Container may be retrieved, impound and storage costs, and warning that, should the Container not be removed by the hauler that Container may be removed without warning. If the company can be identified and its address ascertained, Contractor shall mail the warning as well.
- 3) Notify City of the notice and request authorization to impound the Container.
- 4) With written City approval, impound the Container if it has not yet been removed by the illegal hauler.
- 5) For subsequent violations by the same company after the initial notice has been posted, and after Contractor has mailed a warning to the company, Contractor may request written approval from City to remove company's Containers immediately, mailing a notice if address is known as to where the Container may be retrieved and impound and storage costs. If address is unknown, Contractor shall place the notice as close as feasible to where the Container was located.

Written approval from City under this section will include, but is not limited to, approval sent by e-mail or facsimile.

3.7.8 PROVISION OF STORAGE CONTAINERS

Contractor will provide the City with eleven 40-cubic-yard portable storage containers to be used for storage at City facilities and schools for the duration of the Agreement, and will maintain them in a condition satisfactory to the City. Contractor may transfer ownership of these storage containers to City, provided Contractor will remove and Dispose of these containers when requested to by City.

4.1 OPERATIONS

4.1.1 SCHEDULES

To preserve peace and quiet, Commercial and industrial locations may be Collected between 6:00 A.M. and 6:30 P.M. Monday through Saturday.

Contractor may not make exceptions to these Collection days and times without advance written approval from the City. If the regularly scheduled Collection day falls on a Designated Holiday, Collection days for the remainder of that week shall all be postponed one Collection day.

Contractor shall review its operations plan outlining the Collection routes, intervals of Collection and Collection times for all materials Collected under this Agreement with City upon thirty (30) days written notice requesting said review. Contractor shall submit a copy of its schedule and route map within seven (7) Business Days if requested by City. If the plan is determined to be inadequate by City, Contractor shall revise it incorporating any changes reasonably necessary to make it satisfactory to City within thirty (30) days. Changes to schedules and routing shall not be implemented without City approval and not until at least fifteen (15) Business Days following notification to Customers. The City may restrict the timing and frequency of any route changes based upon the City of Diamond Bar Diamond Bar City Code or any other applicable law or requirement.

4.1.2 MISSED PICKUPS

When notified of a missed pickup (which was not justified under the provisions of this Agreement) prior to 12: 00 p.m., Contractor shall Collect the Refuse, Recyclables, and/ or Organics that was not Collected the same day. If notified after 12: 00 p.m., Collection must take place no later than the next Business Day. If Contractor determined that the missed pickup was justified under this Agreement, Contractor will notify Customer as to the reason within this same time period.

4.1.3 HOLIDAY COLLECTION SCHEDULE

Contractor shall not be required to provide Collection services or maintain non-emergency office hours on the Designated Holidays. If the regularly scheduled Collection day falls on a Designated Holiday, Collection days for the remainder of that week shall all be postponed one Collection day. Only the City may change the holiday collection schedule.

4.1.4 CHANGE IN COLLECTION SCHEDULE

Contractor shall notify City forty-five (45) days prior to, and Customers not later than thirty (30) days prior to, any change in Collection operations which results in a change in the day on which Solid Waste Collection occurs. Contractor will not permit any Customer to go more than seven (7) days without service in connection with a Collection schedule change. City's approval of any change in Collection is required prior to such change, and such approval will not be withheld unreasonably.

Any changes in the route map or Collection schedule shall require the prior approval of the City. City may require reasonable changes to the route map or Collection schedule, to improve service, to resolve complaints or for other reasons. Prior to the change of a route schedule, Contractor shall provide written notice of the change to affected Customers ninety (90) days in advance.

Contractor shall coordinate with the Contract Administrator to ensure that Solid Waste Collection is compatible with the City's street sweeping operations. Contractor will be required to complete their designated routes each day so as not to interfere with the City's street sweeping operations.

4.1.5 DEDICATED ROUTES

Solid Waste Collected in the City shall not be commingled in Collection vehicles with Solid Waste from other jurisdictions. All routes approved under this Agreement shall be dedicated exclusively to Solid Waste Collected in the City of Diamond Bar, with the exception of Commercial Organics routes.

4.1.6 OVERFLOWING CONTAINERS

Customers that regularly produce more Refuse than their current level of service can accommodate may have their service level increased in accordance with the following procedure:

First Incident: If more material is placed for Collection than fits in a Container, Contractor shall photograph the overflowing Container, Collect the Solid Waste, and send to the Customer (at both the service and billing addresses) the picture and a letter instructing that further instances of an overflowing Container may result in an increase in the level of service.

Second Incident: Upon the second event of an overfilled Container, Contractor shall photograph the overflowing Container, Collect the Solid Waste, and send to the Customer the picture and a letter requesting that Customer increase its service level. If the Customer declines, Contractor may petition City to permit Contractor to increase the service level to accommodate the higher demand for service.

Third and Subsequent Incidents: After the second incident of an overflowing Container and for every subsequent incident, Contractor shall Collect the Container, and charge the Customer an overage fee in the amount set forth in the approved rate sheet. Contractor may also increase the Container size, collection frequency, or require an additional Container and charge the Customer the appropriate rate(s) set forth in the approved rate schedule. City shall consult with Contractor and consider, and may pursue as applicable, appropriate enforcement and/or legal remedies against the offending Customer.

Contractor shall send City via e-mail or U.S. mail a copy of each letter and picture sent to a Customer under this Section 4.1.6.

4.1.7 GRAFFITI REMOVAL

Contractor shall remove graffiti from any Container within three (3) Business Days (excluding Saturday, Sunday, and Designated Holidays of request by City or Customer at no additional charge. Contractor is required to proactively look for graffiti when Collecting Containers, with all graffiti removed from Containers as stated above after any Collection without notification.

4.1.8 LITTER ABATEMENT

A. Minimization of Spills. Contractor shall use due care to prevent Solid Waste or fluids from leaking, being spilled and/or scattered during the Collection or Transportation process. If any

Solid Waste or fluids leak or are spilled during Collection, Contractor shall promptly clean up all such materials. Each Collection vehicle shall carry a broom and shovel at all times for this purpose.

Contractor shall not transfer loads from one vehicle to another on any public street, unless it is necessary to do so because of mechanical failure, accidental damage to a vehicle, or a pre-approved method of Solid Waste transfer between vehicles, without prior written approval by City.

B. Clean Up. Contractor shall clean up litter in the immediate vicinity of any Solid Waste storage area if Contractor has caused the litter during the Collection process. Customer shall be responsible for cleanup of litter in Solid Waste storage area not caused by Contractor. Contractor shall identify instances of repeated spillage not caused by it directly with the Waste Generator responsible and will report such instances to City. Contractor may address habitual offenders in accordance with Section 4.1.6.

In the event of a spill of materials (vehicle fluids, Organic Waste leachate, etc.), Contractor shall provide a cleanup of the spill to the satisfaction of City and other governing agencies. Cleanup methods may include pressure washing (Contractor must capture and reclaim water) or other similar clean-up methods.

C. Covering of Loads. Contractor shall properly cover all open Roll-Off Boxes during Transport to the Disposal Site.

4.1.9 HEALTH AND SAFETY TRAINING

Contractor shall provide suitable operations, health and safety training on an ongoing basis for all of its drivers and other employees who use or operate equipment or who are otherwise directly involved in Collection or other related operations.

4.1.10 UNAUTHORIZED MATERIAL REMOVAL

Contractor shall remove from providing service under this Agreement employees who remove documents or any other material from Containers, other than specifically for the purposes of Disposal and Diversion as described in this Agreement.

4.1.11 REPORT OF ACCUMULATION OF SOLID WASTE; UNAUTHORIZED DUMPING

Contractor shall direct its drivers to note (1) the addresses of any Premises serviced under this Agreement at which they observe that Solid Waste is accumulating and which is not being placed out for Collection; and (2) the address, or other location description, at which Solid Waste has been dumped in an apparently unauthorized manner. Contractor shall deliver the address or description to City within five (5) Work Days of such observation.

4.1.12 ROUTE AUDIT

Once during the first year or at City request but not more than once per year, Contractor shall conduct an audit of its Collection routes in the City. City may use information from the audit to develop a request for proposals for a new service provider. City may instruct Contractor when to conduct the audit in order for the results to be available for use in preparation of a request for proposals or for other City uses. City may also instruct Contractor to conduct an audit at a time that would produce the most accurate Customer service information for a new service provider to use in establishing service with Customers. In setting these audit dates, City will establish due dates for Contractor providing routing and account information, and later, the report, to City.

The route audit, at minimum, shall consist of an independent physical observation by Person(s) other than the route driver of each Customer in City. This Person(s) is to be approved in advance by City. The route audit information shall include, as a minimum, the following information for each account:

- Route Number;
- Truck Number;
- Number and size of Containers by waste stream (Refuse, Recycling, Organics)
- Container condition;
- Account Name;
- Account Number;
- Account Service Address;
- Account Type (Service type);
- Service Level per Contractor Billing system (Quantity, Size, Frequency, Waste Stream);
- Observed Containers (Quantity, Size, Frequency, Waste Stream).
- Container condition;
- Proper signage; and,
- Graffiti.

Within thirty (30) days after the completion of the route audit, Contractor shall submit to City a report summarizing the results of the audit. This summary shall include:

- Identification of the routes;
- Route map;
- Truck numbers;
- Number of accounts, by route and in total (including Service types);
- Confirmation that all Refuse routes are dedicated exclusively to City Customers;

- Number and type of exceptions observed;
- Total monthly service charge, pre-audit;
- Total monthly service charge, post-audit (subsequent to corrections of identified exceptions); and,
- The report shall include a description of the procedures followed to complete the route audit. This description shall include the names and titles of those supervising the route audits and the name and titles of those performing the observations.

The report shall also include a description of the changes and Contractor's plans to resolve the exceptions. The results of the audit, and supporting back-up data, shall be available for review by City or its representative.

4.1.13 SERVICE EXCEPTIONS; EXCLUDED WASTE NOTIFICATIONS

A. Failure to Collect. When Solid Waste is not Collected from any Solid Waste Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

B. Excluded Waste Inspection and Reporting. Contractor reserves the right to reject Solid Waste observed to be contaminated with Excluded Waste and the right not to Collect Excluded Waste put out with Solid Waste. Contractor shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of Excluded Waste, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain Excluded Waste unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor will immediately notify the City Manager or the City Manager's designee. Contractor shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any Excluded Waste that may come into their possession.

C. Excluded Waste Diversion Records. Contractor shall maintain records showing the types and quantities, if any, of **Excluded Waste** found in Solid Waste and which was inadvertently Collected from Customers within the City, but Diverted from Landfill Disposal.

4.1.14 COLLECTION OF FORMER CONTRACTOR'S CONTAINERS

If any Solid Waste enterprise providing Solid Waste Services to Customers prior to the start of Collection services under this Agreement does not remove the Containers it had in use prior to the start of Collection services under this Agreement, Contractor shall Collect and Recycle/Dispose of all such Containers at no additional charge to City or Customers.

4.2 VEHICLE REQUIREMENTS

4.2.1 GENERAL

Contractor shall provide Collection vehicles sufficient in number and capacity to efficiently perform the work required by the Agreement in strict accordance with its terms as described in Contractor's Proposal. Any additional vehicles/routes that may be required to meet the service standards during the term of this Agreement, above the number included in Contractor's Proposal shall be done so at Contractor's sole expense. Contractor shall have available on Collection days sufficient reserve vehicles for each type of Collection vehicle, which can be dispatched within one (1) hour of any breakdown to complete the Collection routes and to respond to complaints and emergencies. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. All equipment of Contractor used to provide the services set forth in this Agreement shall be subject to inspection by City upon request.

4.2.2 VEHICLE SPECIFICATIONS

- A. All route Collection vehicles will be not older than 2-years and in like-new condition upon initiation of services under this Agreement. Contractor shall operate no vehicles within the City over 10-years in age during the initial ten-year term of this Agreement and no older than 15-years in age during any future extensions of this Agreement.
- B. Such vehicles must be registered with the California Department of Motor Vehicles and shall have water-tight bodies designed to prevent leakage, spillage or overflow. Hoppers shall be enclosed on top and on all sides to prevent material from leaking, blowing or falling from the Vehicles. Each Collection vehicle shall be equipped with a shovel and broom for clean-up of spillage. Collection Vehicles shall never be loaded to exceed the manufacturer's recommended weight limit or otherwise operated unsafely or in violation of any Applicable Law.
- C. At all times during the term of this Agreement, Contractor's Collection vehicles shall comply with Department of Transportation requirements, South Coast Air Quality Management District Requirements and the California Air Resource Board requirements as they are currently in force and as they may be approved for Refuse removal vehicles, as well as other Federal, State and local laws and regulations that may be enacted during the term of this Agreement.
- D. All route Collection vehicles used by Contractor in providing Refuse, Recycling, and Organics Collection services, excluding spares, Roll-off Box Collection vehicles, scout vehicles, supervisor vehicles, Container delivery and other specialty vehicles used on a sporadic basis, shall use alternative fuel such as compressed or liquified natural gas, liquified petroleum gas, methanol, electricity, fuel cells, or other advanced technologies, approved by the South Coast Air Quality Management District (SCAQMD) for Solid Waste Services.

4.2.3 VEHICLE IDENTIFICATION

Contractor's name, local telephone number, and a unique vehicle identification number designed by Contractor for each vehicle shall be prominently displayed on all vehicles, in letters and numbers no less than six (6) inches high. City must approve truck labeling. No advertising shall be permitted other than the name of the Contractor except promotional advertisement of the Recyclable Materials and Organic Materials programs, other programs specific to the City, or information requested by City pursuant to Section 4.2.9. All advertisement must be approved by the City. Contractor shall not place City's name and/or any City logos on Contractor vehicles.

4.2.4 CLEANING AND MAINTENANCE

- 1) Contractor shall maintain all of its properties, vehicles, facilities, and equipment used in providing service under this Agreement in a good, safe, neat, clean, and operable condition at all times.
- 2) Vehicles used in the Collection of Refuse, Recyclable Materials, and Organics shall be painted, thoroughly washed, and thoroughly steam cleaned on a regular basis so as to present a clean appearance. City may inspect vehicles at any time to determine compliance with this Agreement. Contractor shall also make vehicles available to the County of Los Angeles for inspection, at any frequency it requests. Contractor agrees to replace or repair to the City's satisfaction, any vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.
- 3) Contractor shall repaint all vehicles used in the Collection of Refuse, Recyclable Materials and Organics at least every five years, and within thirty (30) days' notice from City if City determines that their appearance warrants painting.
- 4) Contractor shall inspect each vehicle daily to ensure that all equipment is operating properly. Vehicles which are not operating properly shall be removed from service until repaired and operating properly. Contractor shall perform all scheduled maintenance functions in accordance with the manufacturer's specifications and schedule. Contractor shall keep accurate records of all vehicle maintenance, recorded according to date and mileage, and shall make such records available to City upon request.
- 5) Contractor 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. Contractor shall maintain accurate records of repair, which shall include the date and mileage, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.
- 6) Contractor shall clean up any leaks or spills from its vehicles per the National Pollutant Discharge Elimination System (NPDES) permit in effect at the time. No fluids shall be washed into storm drains at any time. All NPDES dry-cleaning measures shall be complied with. All Collection Vehicles must be equipped with absorbent for such cleanup efforts.

- 7) Upon request, Contractor shall furnish City a written inventory of all equipment, including Collection vehicles, used in providing service. The inventory shall list all equipment by manufacturer, ID number, date of acquisition, type, and capacity.
- 8) All vehicles used to provide services under this Agreement shall at all times have in the cab the registration of the truck, evidence of insurance meeting the requirements of this Agreement and an identification card with the name of whom to telephone in case of an accident or emergency. Each truck shall be equipped with a minimum of a 20 -pound fire extinguisher that has been certified by the state fire marshal. This fire extinguisher shall be recharged as needed, but not less than once annually.
- 9) All trucks used to provide services under this Agreement in the City shall be required to be completely enclosed with a nonabsorbent cover while Transporting Refuse, Recyclables or Compostable Materials or other Solid Waste materials in or through the city. "Completely enclosed with a nonabsorbent cover" means that Refuse, trash, Recyclable or Compostable materials shall not be visible from the public highway, nor shall any of the substances be permitted to leak, spill or become deposited along any public highway.

4.2.5 VEHICLE OPERATIONS

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

Contractor equipment used for Refuse, Recycling, and Organics services shall be registered with the California Department of Motor Vehicles. Equipment shall comply with US EPA noise emission regulations, currently codified at 40 CFR Part 205 and other applicable noise control regulations, and shall incorporate noise control features throughout the entire vehicle. Noise levels of equipment used for Collection shall comply with the Diamond Bar City Code Chapter 8.16 and in no event shall the noise level exceed 75 dba when measured at a distance of 25 feet from the vehicle, five feet from the ground. Contractor shall store all equipment in safe and secure locations in accordance with City's applicable zoning regulations.

Contractor shall be responsible for any damage, normal wear and tear excepted, resulting from or directly attributable to any of its operations, and which it causes to: City's driving surfaces, whether or not paved, public or private; associated curbs, gutters, and traffic control devices; and all other public and private improvements.

4.2.6 CITY INSPECTION PER CODE

City may cause any vehicle used in performance of this Agreement to be inspected and tested at any commercially reasonable time and in such manner as may be appropriate to determine that the vehicle is being maintained in compliance with the provisions of the State Vehicle Code, including, but not limited to, California Vehicle Code Sections 27000(b), 23114, 23115, 42030, 42032, and all Vehicle Code Sections regarding smog equipment requirements. City may direct the removal of any vehicle from service if that vehicle is found to be in nonconformance with

applicable codes or any provision of this Agreement. No vehicle directed to be removed from service shall be returned to service until it conforms and its return to service has been approved by the City.

4.2.7 VEHICLE INSPECTIONS

Upon City request, Contractor shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Contractor receives a terminal rating below satisfactory, the Contractor is in violation of the Agreement. The Contractor has the time allowed by the Department of California Highway Patrol ("CHP") to cure violations and bring the terminal rating up to satisfactory. If the CHP does not adjust the rating to satisfactory or better within six months, then the Contractor shall be considered in default of the contract and the City may terminate the Agreement as provided in Section 13.2.

4.2.8 CORRECTION OF DEFECTS

Following any inspection, the Contract Administrator shall have the right to cause Contractor, at its sole cost and expense, to recondition or replace any vehicle or equipment found to be unsafe, unsanitary or unsightly. The Contract Administrator's decision will be final.

4.2.9 CITY INFORMATIONAL DISPLAYS

Contractor shall equip all vehicles which Collect Solid Waste within the City with informational displays. The City shall advise Contractor as to the messages which should be displayed while vehicles are operating for the City. The City may, at its option, have the messages to be displayed changed once per year at no additional cost.

4.2.10 VEHICLE AND EQUIPMENT INVENTORY

On or before the effective date of this Agreement, the Contractor shall provide to the Contract Administrator an inventory of Collection Vehicles and major equipment used by the Contractor for Collection or Transportation in performance of services under this Agreement.

The inventory shall indicate each Collection vehicle by identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the date of acquisition, and the maintenance and rebuilt status.

The Contractor shall submit to the Contract Administrator an updated inventory including all of the information required above in each annual report, or more often at the request of the City. Each vehicle inventory shall be accompanied by a certification signed by the Contractor that all Collection Vehicles meet the requirements of this Article.

4.3 CONTAINER REQUIREMENTS

4.3.1 CART REQUIREMENTS

A. Reserved

B. Cart Design Requirements. Carts shall be manufactured by injection or rotational molding and meet the Cart design and performance requirements as specified below. All Carts selected shall be subject to City approval. The City will not permit Carts and Cart lids with inconsistent colors or in poor condition to be used in the City at any time during the term of this Agreement, and may require Contractor to replace such Carts. Contractor shall ensure that all Carts in service during the terms of this Agreement comply with CalRecycle requirements under SB 1383 Regulations.

C. Cart Colors. The Refuse, Recycling and Organics Carts or Cart lids will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City, and shall comply with CalRecycle requirements under SB 1383 Regulations.

D. Capacity. References to Cart sizes of 35, 64, or 96 gallons are approximate. Acknowledging the different sizes provided by the various Cart manufacturers, the Carts shall be uniform in appearance and must conform to the following ranges in size:

- 30 to 40 gallons,
- 60 to 70 gallons, and
- 90 to 101 gallons.

E. Cart Handles. The Cart handles and handle mounts may be an integrally molded part of the Cart body or molded as part of the lid. The Cart handles will provide comfortable gripping area for pulling or pushing the Cart or lifting the lid. Pinch points are unacceptable.

F. Cart Lid Performance. Each Container shall be provided with a lid that continuously overlaps and comes in contact with the Container body or otherwise causes an interface with the Container body that simultaneously:

- Prevents the intrusion of rainwater, rodents, birds, and flies;
- Prevents the emission of odors;
- Enables the free and complete flow of material from the Container during the dump cycle without interference with the material already deposited in the truck body or the truck body itself and its lifting mechanism;
- Permits users of the Container to conveniently and easily open and shut the lid throughout the serviceable life of the Container;
- Prevent damage to the Cart body, the lid itself or any component parts through repeated opening and closing of the lid by residents or in the dumping process as intended;
- Remain closed in winds up to 25 miles per hour from any direction. All lid hinges must remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes; and,

- Lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the Container.
- The lid handle shall be an integrally molded part of the lid;
- The lid (and body) must be of such design and weight that would prevent an empty Container from tilting backward when flipping the lid open; and,
- The lid shall be hinged to the Cart body in such a manner so as to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the Container body.

G. Cart Labeling and Hot Stamping. Labels used on Carts shall be placed on the inside of the Cart lid, and hot stamps shall be on the top of the lid and/or on the body of the Cart. Each Cart shall be hot stamped with the material type (e.g., Refuse, Recycling, Organics) in English, Mandarin, and Korean. Labels shall include graphic instruction on what materials should and should not be placed in each Cart. Design for both the labels and the hot stamps must be approved by City prior to ordering labels or Carts. City shall approve what information is included on the label and in the hot stamp, as well as approve design and quality. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City. Information on the Carts shall include the telephone number to call for Contractor for Bulky Item pickups and for general Customer service. All Carts shall be labeled in accordance with CalRecycle requirements under SB 1383 Regulations throughout the term of this Agreement.

H. Cart Performance Requirements. All Carts shall be designed and manufactured to meet the minimum performance requirements described below.

I. Cart Load Capacity. Depending on the capacity, the Carts shall have a minimum load capacity as noted below without Container distortion, damage, or reduction in maneuverability or any other functions as required herein.

Cart Capacity Gallons)	Minimum Load Capacity (lbs)
90-101	200
60-70	130
30-40	70

J. Cart Durability. Carts shall remain durable, and at a minimum, shall meet the following durability requirements to satisfy its intended use and performance, for the term of this Agreement:

- Maintain its original shape and appearance;

- Be resistant to kicks and blows;
- Require no routine maintenance and essentially be maintenance free;
- Not warp, crack, rust, discolor, or otherwise deteriorate over time in a manner that will interfere with its intended use;
- Resist degradation from ultraviolet radiation;
- Be incapable of penetration by biting or clawing of household pets (i.e., dogs and cats);
- The bottoms of Cart bodies must remain impervious to any damage, that would interfere with the Cart's intended use after repeated contact with gravel, concrete, asphalt or any other rough and abrasive surface;
- All wheel and axle assemblies are to provide continuous maneuverability and mobility as originally designed and intended; and,
- Resist degradation by other airborne gases or particulate matter currently present in the ambient air of the City.

K. Chemical Resistant. Carts shall resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

L. Stability and Maneuverability. The Carts shall be stable and self-balancing in the upright position, when either empty or loaded to its maximum design capacity with an evenly distributed load, and with the lid in either a closed or open position. The Carts shall be capable of maintaining an upright position in sustained or gusting winds of up to 25 miles per hour as applied from any direction. The Carts shall be capable of being easily moved and maneuvered, with an evenly distributed load equal in weight to its maximum design capacity on a level, sloped or stepped surface.

M. Cart Repairability Or Replacement. Contractor shall be responsible for Cart repair and maintenance, and replacing lost, stolen or damaged Carts within three (3) business days of notification (excluding Saturday, Sunday and Designated Holidays, at no additional charge to the Customer or to City, unless Contractor can demonstrate to the Contract Administrator that the damage or loss was due exclusively to the Customer's intentional or wanton destruction. Contract Administrator shall make the final determination. All repairs must restore the Cart to its full functionality. If City permits a Cart replacement charge to be assessed against Customer, Contractor may charge the Customer the Cart Replacement Fee in the approved rate schedule. Unsightly/worn-out/broken Carts shall be replaced by Contractor upon Customer request at no additional cost to Customer.

Customers are responsible for the cleanliness and sanitation of Carts. Contractor shall steam clean Carts upon request of Customers at the rates shown in the approved rate schedule. All Carts in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383 Regulations.

4.3.2 BIN REQUIREMENTS

A. Cleaning and Maintenance. Contractor shall provide Customers with Bins required during the term of this Agreement and maintain Containers in safe working condition. The size of Contractor-provided Bins shall be determined by mutual agreement of Customer and Contractor. All Bins in use shall be constructed of heavy metal, or other suitable, durable material, and shall be watertight and well painted. Wheels, forklift slots, and other apparatuses, which were designed for movement, loading, or unloading of the Bin shall be maintained in good repair.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, Contractor shall clean Customer Bins once per year at no additional charge.

Contractor shall perform cleaning, repainting, or replacement of Bins as necessary to prevent a nuisance caused by odors or vector harborage, or if requested by Customer or City for an additional charge at the rates listed in the approved rate schedule. When a Bin is removed for cleaning, Contractor shall replace the Bin, either temporarily or as a change-out, with another Container.

B. Bin Identification and Color. Each Bin placed in City by Contractor shall have the name of Contractor and phone number in letters not less than three (3) inches high on the exterior of the Bin so as to be visible when the Bin is placed for use. Bin type (Refuse, Recycling, Cardboard, Organic Waste) may be identified with an affixed sign.

Bins shall be labeled to include English, Korean, and Mandarin and graphic instruction on what materials should and should not be placed in each Bin. Contractor shall have labels approved by City prior to ordering and placement on Bins. Labels shall be replaced when worn, and when information on the label is in need of updating, but no later than 90 days of request from City.

Contractor shall repaint Bins at the City's request if the City deems it necessary to maintain a neat appearance. All Bins in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383 Regulations.

4.3.3 ROLL-OFF BOX REQUIREMENTS

Contractor shall provide sufficient Roll-Off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-Off Boxes clean, free from graffiti, equipped with reflectors, and with the name and phone number of Contractor in letters not less than three (3) inches high on the exterior of the Roll-Off Box so as to be visible when the Roll-Off Box is placed for use. Contractor shall properly cover all open Roll-Off Boxes during Transport as required by the State Vehicle Code. All Roll-Off Boxes in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383 Regulations.

4.4 PERSONNEL

4.4.1 QUALIFIED PERSONNEL

Contractor shall furnish such qualified drivers, mechanical, supervisory, clerical, management and other personnel as may be necessary to provide the services required by this Agreement in a satisfactory, safe, economical and efficient manner. All drivers shall be trained and qualified in the operation of vehicles they operate and must possess a valid license, of the appropriate class, issued by the California Department of Motor Vehicles.

4.4.2 IDENTIFICATION REQUIRED

Contractor shall provide its employees, companies, and subcontractors with identification for all individuals who may make personal contact with residents or businesses in City. City may require Contractor to notify Customers yearly of the form of said identification. Contractor shall provide a list of current employees, companies, and subcontractors to City upon request.

City reserves the right to perform a security and identification check through the City's Police Department on the Contractor and all their present and future employees employed by Contractor to work in the City, in accordance with accepted procedures established by City, or for probable cause.

4.4.3 HAZARDOUS MATERIAL EMPLOYEE TRAINING

Contractor shall establish and implement an educational program which will train Contractor's employees in the identification of Hazardous Material. Contractor's employees shall not knowingly place such Hazardous Material in the Collection vehicles, nor knowingly Dispose of such Hazardous Materials at the Processing Facility or Disposal Site.

4.4.4 FEES AND GRATUITIES

Contractor shall not, nor shall it permit any agent, employee, or subcontractors employed by it to request, solicit or demand, either directly or indirectly, any compensation or gratuity for services authorized to be performed under this Agreement except as described in this Agreement, in accordance with the approved rate schedule.

4.4.5 NON-DISCRIMINATION

Contractor shall not discriminate in the provision of service or the employment of Persons engaged in performance of this Agreement on account of race, color, religion, sex, age, physical handicap, or medical condition in violation of any applicable federal or state law.

4.4.6 HIRING OF DISPLACED EMPLOYEES

In accordance with Labor Code Sections 1070, 1072, 1075, and 1076, Contractor shall offer employment to qualified existing employees of the current contractor that may be displaced if the current contractor is not retained. Immediately following award of this Agreement, Contractor

shall work with the current contractor to obtain a complete list of full-time non-management employees in good standing working exclusively to provide direct Collection services to City and Collection support services. Contractor shall conduct outreach, complete interviews, and offer employment to eligible employees. Contractor will not be required to hire for more positions than the maximum anticipated positions needed to provide the services required by this Agreement or hire employees for positions if those employees have not been successfully executing duties similar to those needed by Contractor to provide the services required by this Agreement.

4.4.7 CITY LIAISON

Contractor shall designate a person to serve as agent and liaison between the Contractor and the City and shall maintain a telephone and a means for contact at all times including during periods of strike or other emergencies. The Contractor's City Liaison shall meet with the City as necessary to effectuate the purposes of the Agreement. Contractor shall immediately inform City of any changes in the designated City Liaison. Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee.

4.4.8 SERVICE LIAISON

Contractor shall designate a field supervisor as the City's "Service Liaison" who shall be responsible for working with Contract Administrator to resolve Customer service-related complaints. The Service Liaison shall be accessible via cell phone or radio in the field at all times. Contractor shall immediately inform City of any changes in the designated Service Liaison. Contractor shall not change this designation without prior approval of the City, excluding cases of termination of the employee.

4.4.9 ENVIRONMENTAL COORDINATOR

To achieve a high level of Recycling education and awareness, Contractor will hire at least one full-time, fully trained and experienced, environmental coordinator.

The environmental coordinator shall develop and conduct all education and outreach activities required under the Agreement including, providing technical assistance to Multi-Family Premises, and Commercial Customers; promoting waste reduction, Recycling, and Diversion programs; submitting monthly reports to the City regarding waste audits, outreach activities, and any other information requested by the City. The environmental coordinator shall fully cooperate with the City in implementing the City's Customer Education Plan.

4.4.10 CITY'S RIGHT TO APPROVE CITY AND SERVICE LIAISON

City may request that Contractor change the City and Service Liaisons and shall have the right to approve the designated liaisons. Contractor shall immediately inform City of any changes in the designated liaisons.

ARTICLE 5: PROCESSING AND DISPOSAL REQUIREMENTS

5.1 TRANSPORTATION OF DISCARDED MATERIALS

The Contractor shall Transport all Solid Waste Collected under Article 3 to the Designated Facilities listed in Exhibit 3. The Contractor shall maintain accurate records of the quantities of Solid Waste Transported to Solid Waste facilities and will cooperate with the City in any audits or investigations of such quantities.

5.2 DIVERSION AND PROCESSING REQUIREMENTS

Contractor shall Recycle or Divert from landfilling sufficient Solid Waste to assist the City in its compliance with current state law requirements. Contractor shall be considered to have met this requirement under this Agreement if the City's annual report to CalRecycle shows compliance with the State-mandated diversion, as may be revised by CalRecycle during the Term of this Agreement.

5.2.1 PROCESSING OF RECYCLABLES AND ORGANICS

Contractor shall deliver all Collected Recyclables and Organics to a fully permitted Processing Facilities capable of separating and recovering materials to maximize Diversion credit for City in accordance with CalRecycle regulations.

All expenses related to Recyclable and Organics Material Processing and marketing will be the sole responsibility of the Contractor. Contractor shall ensure that all Recyclables and Organics Collected are Diverted and not Disposed of in a Landfill except as a Residue resulting from Processing or loads rejected by the Processing Facility operator or loads not delivered to the Processing facility by Contractor due to the presence of excessive contamination rendering the Recyclable loads unfit for Processing.

Recyclables or Organics loads rejected by the Processing Facility operator or not delivered to the Processing Facility due to excessive contamination shall be reported to City together with information regarding the source or route from which it originated. Failure to do so places the Contractor in default. The City has the option, but not obligation, to direct the Contractor where to deliver the material.

5.2.2 END USES FOR ORGANICS

Contractor is responsible for monitoring how the Organic Material will be Diverted at selected facilities and for selecting alternative facilities if necessary to ensure full Diversion credit. Failure to do so places the Contractor in default. City has the option, but not obligation, to direct Contractor where to deliver the material, and if City directs Contractor to an alternative Facility then Contractor may request a rate adjustment in accordance with Section 2.10.

5.2.3 BULKY ITEM DIVERSION

Bulky Items Collected by Contractor in accordance with Section 3.6, or otherwise Collected under this Agreement, may not be Landfilled or Disposed of until the following hierarchy of Diversion efforts has been followed by Contractor:

- 1) Reuse as is,
- 2) Disassemble for reuse or Recycling,
- 3) Recycle or market and sell Recyclable Materials for Recycling,
- 4) Disposal.

This hierarchy is intended to preclude the use of front or rear loading packer vehicles for Bulky Items unless the compaction mechanism is not used to compact the Bulky Items, unless they have been designated for Disposal.

5.2.4 CONSTRUCTION AND DEMOLITION DEBRIS DIVERSION

Contractor will bring all loads of mixed Construction and Demolition Debris to a C&D Designated Processing Facility as listed in Exhibit 3 for separation and recovery of this material. Contractor may deliver separated loads of Construction and Demolition Debris, such as clean dirt, concrete or rebar, to facilities specializing in the reuse of such materials, provided this material is Diverted from Landfill Disposal. Contractor shall Divert from Landfill Disposal a minimum of 75% or the State-mandated Construction and Demolition Diversion percentage, whichever is greater, of all Construction and Demolition Debris Collected.

5.2.5 DIVERSION OF ELECTRONIC, UNIVERSAL AND OTHER SPECIAL WASTE

Contractor shall Divert waste requiring special handling, such as Electronic Waste, or “E-Waste” Collected in accordance with Sections 3.6, or by other means under this Agreement, by taking these goods to a properly permitted Facility, and not by Landfill Disposal.

5.3 MARKETING AND SALE OF RECYCLABLES

Contractor shall be responsible for marketing and sale of all Recyclables Collected pursuant to this Agreement. Contractor may retain revenue from the sale of Recyclable Materials, and shall report the amount of such revenues to City upon request. In the event that Contractor is unable, after reasonable diligence, to sell or donate certain Recyclable Materials due to the lack of an available market, Contractor may request, and City may authorize Contractor, in its sole discretion, to Dispose of said Recyclables without sale, subject to on-going review by the City. In the event market conditions for said Recyclables change such that they can, once again, be sold by Contractor, City may withdraw its consent for Contractor to Dispose of said Recyclables and may, again, require Contractor to sell said Recyclables as otherwise provided in this Agreement.

5.4 USE OF DESIGNATED FACILITIES

The Contractor, without constraint and as a free-market business decision in accepting this Agreement, agrees to use the Designated Facilities as listed in Exhibit 3 for the purposes of Processing and/or Disposing of all Source Separated Recyclable Materials, Source Separated Organics Materials, Refuse, Bulky Items, and other materials Collected in the City over the Term of this Agreement. Contractor agrees that such decision by the Contractor in no way constitutes a restraint of trade.

The Contractor shall not knowingly deliver materials Collected under this Agreement to facilities that do not comply in all material aspects with Applicable Law. The Contractor, and not the City, must use reasonable efforts to assure that all Disposal, Transfer, and Processing facilities to which the Contractor delivers material under this Agreement are properly permitted to receive material Collected under this Agreement, except for any other facility that the City directs the Contractor to use. Failure to comply with this provision may result in the Contractor being in default under this Agreement.

Contractor shall actively work with the Designated Facility(ies) operator(s) throughout the Term of this Agreement to ensure that Contamination remains below the limits established by Applicable Law, including, without limitation, SB 1383 Regulations.

Through written notice to the City annually on or before July 1, Contractor shall identify the facilities to which Contractor will Transport Solid Waste including Source Separated Organic Waste, Source Separated Recyclable Materials, Refuse, Bulky Items, and other materials Collected in the City over the Term of this Agreement.

5.5 USE OF CONTRACTOR-OWNED APPROVED FACILITIES

If the Contractor or Affiliate owns and/or operates a Designated Facility, all expenses associated with permitting, licensing, regulatory compliance, closure and post-closure, etc. and all other costs associated with the operation and ownership of the Designated Facility is the sole responsibility of the Contractor. All expenses related to Processing and / or marketing of Organics and Recyclables will be the sole responsibility of the Contractor. Any request to adjust the Contractor's rates shall be done in accordance with Article 10.

5.6 SOLID WASTE CAPACITY GUARANTEE

Contractor shall provide City with guaranteed capacity at those Solid Waste facilities owned or operated by Contractor or Affiliate listed in Exhibit 3 for the Term of this Agreement.

ARTICLE 6: OTHER SERVICES

6.1 BILLING AND CONTRACTOR COMPENSATION

The Contractor shall be solely responsible for the billing and collection of payments for all Collection services. The Contract Administrator shall have the right to review and approve the format of all Customer bills. The Contractor shall be entitled to set rates for all services provided pursuant to this Agreement, provided that such rates do not exceed the maximum approved rates in accordance with the approved rate schedule.

Contractor Compensation is exclusively derived from revenue received as a result of the Billings for services listed on the approved rate schedule, and Contractor shall charge no additional fees unless approved in advance by the City.

6.1.1 RESERVED

6.1.2 COMMERCIAL CART AND BIN SERVICE

Contractor shall be responsible for billing for Commercial Cart and Commercial Bin services and other special charges as permitted in the approved rate schedule on a monthly basis. Bills must be itemized by service type, Container size, frequency of service, discounts, and period billed for. All bills must carry a due date, not "due upon receipt." Bills will not carry an itemization of fees remitted to the City.

6.1.3 RESERVED

6.1.4 RESERVED

6.1.5 FORM OF PAYMENT FOR ROLL-OFF OR TEMPORARY BIN SERVICE

Contractor will accept major credit cards for payment from Customers who request temporary Roll-Off Box or temporary Bin service that do not have an account with Contractor. Customers without such an account who do not use credit cards may be required by the Contractor to post a security deposit or to pay on a "Cash on Delivery C.O.D." basis. Any unused portion of a security deposit will be refunded to the Customer within fifteen business days of the termination of service.

6.1.6 TEMPORARY BIN AND ROLL-OFF BOX SERVICE

- 1) Customers' temporary Bin and Roll-Off Box services may be Billed at the time of, or in advance of, service, or on a monthly or bi-monthly Billing cycle.
- 2) Contractor may request advance payment for temporary services.
- 3) Contractor may require outstanding temporary services balances be paid prior to providing subsequent temporary services.

- 4) Weekly Cart Collection services shall not be suspended due to outstanding balances for Bin or Roll-Off Box Services.

6.1.7 AUTOMATED BILLING PAYMENT

Contractor shall make available to all Customers through Contractor's website and customer service portal, an automated billing and payment system at no additional charge. This system should allow Customers to view and pay bills, obtain an electronic copy of their bill, request to cease paper billing and receive e-bills via email or through Contractor's website. The Contractor will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. The Contractor must ensure that Customers receiving e-bills are also receiving billing inserts either via electronic mail or via US Postal Service. The Contractor shall promote the website-based billing and payment system on all paper bills sent to Customers.

6.1.8 BILL PAYMENT BY PHONE

The Contractor shall make available to all Customers the ability to make bill payment by phone at no additional charge.

6.1.9 REVIEW OF BILLINGS

Contractor shall review its Billings to Customers to determine that the amount which Contractor is billing each Customer is correct in terms of the level of service being provided to such Customer by Contractor. Contractor shall review Customer accounts annually and submit to City a written report of that review annually on the anniversary of the Effective Day of this Agreement.

6.1.10 SUSPENSION OF SERVICE DUE TO NON-PAYMENT

In the event of non-payment by a Commercial Customer Billed by Contractor, Contractor must follow these steps before suspending service:

First Notice: If payment is not received by 15 days after due date, Contractor shall notify Customer in writing of the non-receipt of payment and that non-payment can result in suspension of service.

Second Notice: If payment is not received within 15 days of the mailing of the first notice of non-receipt of payment, Contractor shall mail a second notice of non -receipt of payment, wanting that 1) service will be suspended in 15 days if payment is not received and that City will undertake code enforcement against the delinquent Customer, and 2) Contractor may assess a penalty of up to 10% on balances outstanding for sixty (60) days after the invoice date.

Contractor shall not suspend service without prior approval from City.

6.1.11 DEBT COLLECTION

Contractor shall be responsible for bad debt. Contractor may pursue independent collections against Customers. City will not pursue collections on behalf of Contractor.

6.1.12 CONTINUED PROVISION OF SERVICE

In the event of a Billing dispute or to avoid an immediate threat to public health or safety, Contractor shall continue to provide service to Customers if requested in writing by City, without regard to the status of said Customer account and at no expense to City. Billing disputes between Contractor and Customer may be resolved by City, and City's decision shall be final and binding.

6.1.13 NO MARKETING

The Contractor will not market or distribute mailing lists with the name or address of Customers. The Contractor's obligations under this subsection are in addition to any other privacy rights accorded Customers under Applicable Law.

6.2 CUSTOMER SERVICE

All service inquiries and complaints shall be directed to the Contractor. A representative of the Contractor shall be available to receive the complaints during normal business hours. All service complaints will be handled by the Contractor in a prompt, courteous, and efficient manner.

6.2.1 LOCAL OFFICE

Contractor shall maintain a local office. Office Hours shall be, at a minimum, from 7:00 A.M. to 5:00 P.M., Monday through Friday, exclusive of Designated Holidays. A responsible and qualified representative of Contractor shall be available during Office Hours for personal communication with the public at the local office, and to receive payments from Customers. Contractor shall have either a representative, a message machine, or an answering service available outside of Office Hours. Calls received outside of Office Hours shall be responded to on the next business day. Contractor shall provide City with a twenty-four (24) hour emergency number to a live person, not voicemail.

6.2.2 CUSTOMER SERVICE PORTAL

Contractor shall maintain a company website and customer portal for all customer service matters. The following customer transactions shall be supported both by automation (computer interaction) and by a live customer service representative, depending on customer preference: (1) creation of a new account; (2) closing an existing account; (3) requesting modification to service levels; (4) submitting billing information and inquiries; and (5) identifying the next service date (when the collection date is impacted by a Designated Holiday or other schedule change).

Customer service shall be ADA compliant. The Contractor's website, mobile applications and customer service telephone line shall be ADA compliant.

6.2.3 CUSTOMER COMPLAINTS, INQUIRIES AND SERVICE REQUESTS

Contractor shall maintain a Customer Relationship Manager (CRM) system to record and maintain records of all customer complaints, inquiries, and service requests received including by telephone, voicemail, e-mail, text, written, in person or any other communication media. The record for each incident shall include the date and time of the incident, name, address and telephone number of caller, description of the complaint, inquiry or request, employee recording incident, and the action taken by Contractor to respond and remedy the incident. Contractor shall also record each instance of non-collection and the form of notification used to inform the participants of the reasons for non-Collection and the end result or means of resolution of the incident.

All written Customer correspondence shall be recorded into the CRM system when received and shall be initially responded to within one (1) business day (excluding Saturday, Sunday, and Designated Holidays) of receipt. Contractor shall use best efforts to resolve complaints within two (2) business days.

Service complaints received by City will be directed to Contractor. All forwarded complaints shall be recorded into the CRM system.

All Customer service records and logs kept by Contractor shall be available to City upon request. City shall, at any time during regular Office Hours, have access to Contractor's Customer service department for purposes that may include monitoring the quality of Customer service or researching Customer complaints.

6.2.4 CUSTOMER SERVICE STANDARDS

Customer care is among the most important aspects of the services to be required of the Contractor. Contractor shall perform customer service at a level that can be measured by the following standards:

A. Reserved

B. Commercial. The number of complaints for Contractor's failure to meet its obligations under this Agreement in any one month shall not exceed 2.5% of the number of commercial customers served. For example, if 300 commercial accounts are served, any complaint above 8 in any given month will be considered a separate violation of this Agreement.

C. Call Center Capacity. Contractor must maintain sufficient telephone capacity during normal office hours to ensure that all calls will be answered in less than an average of thirty (30) seconds. Calls will be answered in less than an average of thirty (30) seconds, and thereafter will not be placed on hold longer than an average of one (1) minute before talking to a customer service representative of the Contractor. This standard must be measured monthly, and the Contractor shall not exceed this standard or it will be considered a separate violation of this Agreement. Contractor shall ensure that all incoming calls are answered courteously and promptly during the office hours stated above.

D. Service Standard Tracking. Contractor shall track complaints and call response time and hold requirements and include results in its monthly report to the City. In any 12-month period, accumulation by the Contractor of four or more separate customer service violations shall be deemed a material breach of this Agreement and shall subject Contractor to all remedies which are available to the City under this Agreement or otherwise. A violation is one month in which the number of complaints exceeds the maximum permitted under Section 6.2.4(B) or one calendar quarter in which fewer than 90% of calls placed by the City and its Customers to Contractor are answered by a live customer service representative in less than an average of one minute and thirty seconds as required in Section 6.2.4(C).

E. Customer Courtesy. Contractor shall train its employees in Customer courtesy, shall prohibit the use of loud or profane language, and shall instruct Collection crews to perform the work quietly. Contractor shall use its best efforts to assure that all employees present a neat appearance and conduct themselves in a courteous manner. If any employee is found to be discourteous or not to be performing services in the manner required by this Agreement, Contractor shall take all necessary corrective measures including, but not limited to, transfer, discipline or termination. If City has notified Contractor of a complaint related to discourteous or improper behavior, Contractor will consider reassigning the employee to duties not entailing contact with the public while Contractor is pursuing its investigation and corrective action process.

6.2.5 RESOLUTION OF CUSTOMER COMPLAINTS

Disputes between Contractor and its Customers regarding the services provided in accordance with this Agreement may be resolved by the City. The City's decision shall be final and binding.

Intervention by the City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Contractor. Nothing in this section is intended to affect the remedies of third parties against Contractor. To the extent that remedies are warranted through this Agreement, this section shall apply.

6.2.6 EMERGENCY CONTACTS

Contractor shall provide the Contract Administrator with a twenty-four (24) hour emergency phone number to a live person, not a voicemail, where the Contractor can be reached.

6.2.7 MULTI-LINGUAL, TDD SERVICES

Contractor shall at all times maintain the capability of responding to telephone calls in English, Mandarin, and Korean, and such other languages as City may direct. Contractor shall at all times maintain the capability of responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services. These capabilities shall be maintained for both the local telephone number and the emergency telephone number.

6.3 CUSTOMER OUTREACH AND EDUCATION

The Contractor shall be responsible for Customer outreach and education. Contractor shall develop and implement outreach and education material that describes and promotes the Contractor's Solid Waste Services that are available to Customers and that addresses the requirements of AB 939, AB 341, AB 1826, and SB 1383 Diversion mandates.

Contractor agrees to take direction from City to expand Customer knowledge concerning needs and methods to reduce, reuse and Recycle Solid Waste and to cooperate fully with City in this regard.

All materials produced by Contractor relating to services provided under this Agreement, including, but not limited to: print, radio, television, or internet media before publication, distribution, and/or release, shall be approved by Contract Administrator prior to being printed for distribution. A draft of all text and illustrations shall be provided to Contract Administrator at least two (2) weeks in advance of production of the final document. Comments provided by the Contract Administrator shall be reasonably incorporated, and the final version of the text and illustrations shall be acceptable to both City and Contractor. Printed materials shall be printed on recycled content paper consistent with SB 1383.

All of Customer education materials shall be produced and/ or available in English, Mandarin, and Korean languages, including pictures wherever applicable.

6.3.1 ON-GOING EDUCATION REQUIREMENTS

Contractor will provide a minimum of the following Customer education items to be developed at Contractor's expense and distributed as indicated below:

A. Initial Mailing. Contractor will prepare and mail an initial mailing to Customers explaining the transition from the existing Collection program to the new program under this Agreement. The mailing will describe program changes, route changes, dates of program implementation, and other necessary information.

B. How-To Instructional Packet. Contractor will prepare and distribute an Instructional Packet to new Customers when they start service. At a minimum, packet should include the following information.

- Description of available services,
- Explanation of when, where, and how to place Containers for Collection,
- Explanation of which materials should be placed in each Container,
- Service phone number and who to contact with service or billing questions.
- Designated Holidays

C. Container Labels and Instructions. All Containers shall be labeled in accordance with CalRecycle requirements under SB 1383 Regulations throughout the term of this Agreement.

Contractor will place stickers and/or hot stamp, Recyclable and Organics Carts, and will place stickers on Bins and Roll-Off Boxes to demonstrate to Customers which materials are and are not acceptable for placement in each Container. Stickers shall be replaced when materials change or as labels become worn. Markings shall be written in English, Mandarin, and Korean.

D. Annual Brochure/Mailing. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Customer a mailing to update Customers regarding program basics, program changes, holiday schedules and other services related information.

Mailings should promote and explain: all Solid Waste programs offered by City and Contractor (such as Recycling, Organics, Holiday Tree, Bulky Item Collections, and FreeCycle. com) described in detail; the environmental, regulatory, and other benefits of participating in Recycling; how to properly Dispose of Household Hazardous Waste such as syringes, paint, etc.; Collection schedules, including holiday schedules; Customers service numbers; and the procedures to begin and terminate services (if moving from Premises).

The mailing shall also include all information required in 14 CCR Section 18985.1(a), including but not limited to the requirements on:

- Information on Organic Waste Generator's requirements to properly separate materials in appropriate containers.
- Information on methods for the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste.
- Information regarding the methane reduction benefits of reducing the Landfill Disposal of Organic Waste, and the methods of Organic Waste recovery Contractor uses.
- Information regarding how to recover organic waste.
- Information related to public health and safety and environmental impacts associated with the Landfill Disposal of Organic Waste.
- Information regarding programs for the donation of Edible Food.
- Information regarding self-hauling requirements. Contractor will update and maintain its website to include all information covered in outreach materials; as well as the multi-family recycling instructional materials to be utilized by property owners, Front-of-house container labels, and links to the City's information about Edible Food donation and self-haul.

This brochure shall be at least four (4) pages and printed in full color. Contractor is responsible for all associated costs.

E. Billing Inserts. City may require Contractor to insert notices in Contractor's Billings up to four (4) times per year. City may instruct Contractor to prepare such notices at Contractor's

expense, or may choose to provide such notices for insertion. Additionally, City may periodically request that Contractor include informative language directly on the invoices it sends.

F. Second Annual Mailer. Not less than once per year during each Rate Year, Contractor shall prepare and distribute to each Customer a one (1) page, double-sided mailer printed in full color. City and Contractor shall meet and confer to determine the subject matter of mailer. Contractor is responsible for all associated costs. The method of delivery to Customers is at the City's discretion.

F. Corrective Action Notice. Contractor shall develop a corrective action notification form for use in instances where a Customer sets out unacceptable materials for Collection, that explains the correct manner for Disposal of such items.

G. Technical Assistance. Contractor is responsible for providing technical assistance to Customers to promote participation in the Diversion programs included in this Agreement, and future regulatory requirements. Contractor may utilize the services of a consultant to provide these services upon approval by the City.

H. Website. The Contractor shall develop and maintain a website dedicated to services provided in the City that is accessible by the public. The web site shall include answers to frequently asked questions; holiday schedules; rates for Collection services; acceptable materials and by waste stream (Recyclables, Organics, and Refuse); proper Household Hazardous Waste Disposal procedures; other useful information, as well as informing Customers how to Contact Contractor. The Contractor's website shall provide the public with the ability to e-mail complaints to the Contractor and request services or service changes. (see Section 6.2.2)

6.3.2 RESERVED

6.4 AB 341, AB 1826, AND SB 1383 COMPLIANCE

Contractor shall ensure the City's compliance with AB 341, AB 1826, and SB 1383 Regulations by implementing the planned tasks, procedures, and proposed staffing assignments required by this Agreement including those described in this Section 6.4.

Contractor shall provide a comprehensive, ongoing education and outreach program to promote Recycling and Organics Recycling programs at Commercial and Multi-Family Premises. Throughout the term of the Agreement, Contractor will monitor the effectiveness of existing public education and outreach programs and identify and develop new outreach as necessary to meet State diversion targets.

Contractor's implementation of Commercial Recycling and Organics programs will be supported by a dedicated SB 1383 regulatory team specializing in policy, regulatory compliance, SB 1383 program development and reporting. The team will monitor SB 1383 Regulations requirements, overall compliance trends and changes directed by Cal Recycle and will meet regularly with the City to review progress and advise on emerging issues and challenges. Contractor's SB 1383 regulatory team shall consist of the following personnel.

- Christine Wolf, Director, Government Affairs
- Brian Bowen, Senior Regulatory Manager
- Brad Cea, SB 1383 Consultant
- Katy Wong, Marketing Project Manager

6.4.1 ENROLLMENT OF NON-COMPLIANT CUSTOMERS

Contractor representative will contact, by telephone, by written correspondence in the form of an email, or by letter, and via in-person meetings, all Multi-Family and Commercial Customers not subscribing to Recycling or Organics Collection service as required by State regulation.

Correspondence to the Customer will include educational material regarding the regulations and provide information on how Contractor can assist Customer to become SB 1383 compliant.

Contractor representative shall assist customers with selecting appropriate Containers and Container sizing, identifying acceptable Recyclables and Organics for Collection, and attempting to resolve any logistical detriments to providing Recyclables and Organics Collection service.

Contractor shall provide a written proposal to each AB 341 and AB1826/SB 1383 non-compliant Commercial Customer annually. A proposal template shall be approved by the City prior to initiation of services under this Agreement.

The proposal shall provide:

- 1) Pricing for implementing Recycling and Organics service and reducing or 'right-sizing' refuse service to account for materials Diverted through the Contractor provided programs.
- 2) A proposed start date for the implementation of new Recycling services.
- 3) A description of the requirements of AB 341 and AB 1826/SB 1383 and any relevant City ordinances,
- 4) A plan for training staff and/or residents; and any other components as directed by the City.

Electronic copies of all service proposals from site visits that have been submitted to a Customer shall be provided to the City in an electronic storage format acceptable to the City, such as a cloud-based file sharing system that can be accessed by the City or its representatives.

If a Customer rejects the proposal from the Contractor or does not provide a response within 30 days of the Contractor submitting the proposal, and, after at least three documented attempts by the Contractor to follow-up with the Customer, the Customer continues to be non-responsive, the Contractor may refer the Customer to the City for Enforcement Action.

Such a referral to the City by the Contractor for non-compliant accounts must include

- 1) A written summary and timeline of the actions taken by the Contractor to implement an AB 341 and AB 1826/SB 1383-compliant program.
- 2) A copy of the written proposal submitted to the Customer by the Contractor; and
- 3) Any written correspondence from the Customer to the Contractor.

If, after the City begins enforcement proceedings against the Customer, the Customer agrees to comply and implement an AB 341 and AB 1826/SB 1383 compliant program, the City will notify the Contractor of the Customer's willingness to comply and the Contractor will coordinate with the Customer to implement an AB 341 and AB 1826/SB 1383 compliant program.

Contractor will report all Customers that have service levels within the thresholds of AB 341 on reporting forms provided by the City on a monthly basis. The report will document whether the Customer receives Recycling service from the Contractor, self-recycles, or receives Recycling from a third party. Any internal Recycling programs or third-party recycling programs that the Contractor encounters while conducting Customer site visits shall be documented using a City-approved electronic reporting form and provided in an electronic format such as a cloud-based file-sharing system that can be accessed by the City or its representatives.

6.4.2 ON-GOING ON-SITE TRAINING

All Organics Recycling participants shall receive ongoing, on-site training from Contractor for management, kitchen staff, service employees, janitors, etc. Annually, Contractor will create and distribute a letter to all Customers that are enrolled in the Contractor's Organics Recycling program to offer re-training services, printed collateral such as signage and posters, and general technical assistance. Additional materials may include instructional posters, brochures, educational presentations, bin signage, enclosure signage, stickers to be attached to internal recycling receptacles, or other formats as mutually agreed to between City and Contractor. All outreach materials must be submitted for review and approval by City prior to distribution.

Contractor shall provide a report, on City-approved forms, to the City noting the time, Customer contact, name of Contractor's staff that contacted the Customer, and result of each meeting and, if the Customer will not agree to a meeting, provide the time of contact, Customer contact name and number, and reason for not accepting a meeting. Reports will be updated on a monthly basis and submitted with Contractor monthly reports to the City.

6.4.3 SB 1383 DASHBOARD

Contractor shall develop an SB 1383 Dashboard to manage customer compliance. The Dashboard will aggregate key data points from various systems, including customer service levels, any waivers previously granted by the City, or other mitigating compliance factors, such as internal third-party recycling programs. Contractor shall provide a list of customers not subscribing to recycling and/or organics service to the City annually.

6.4.4 ROUTE REVIEWS

Contractor shall conduct route reviews for prohibited container contaminants on randomly selected Collection routes annually in compliance with the requirements of SB 1383 Regulations Section 18984.5 (b). Containers may be randomly selected along a Collection route. Contractor shall report to the City any instances of contamination and actions taken, as well as the methodology utilized for the route review in such form and format as is needed by the City for reporting to CalRecycle. Every container on a Collection route does not need to be sampled

annually. Contractor shall distribute contamination notices complying with education and notification requirements of SB 1383 Regulations Section 18995.1 (a) (4) subject to City pre-approval.

6.4.5 WASTE STREAM AUDITS

Contractor will conduct annual waste stream audits to determine quantities of refuse, recyclables, and organics generated by Customers and to assist Customers in 'right-sizing' their collection levels.

6.4.6 EXEMPTION/WAIVER ASSISTANCE

Commercial Premises may be granted a waiver by City from recycling, organics recycling for reasons of self-hauling, alternative arrangements, de minimis generation, or space limitations as may be specified in City and State regulations. Contractor shall cooperate by evaluating requests for exemption/waiver from SB 1383 Regulations requirements and providing the City periodic recommendations for exemption/waiver approval, including a site visit and re-evaluation at least every five years as required by regulations. City shall provide Contractor with a record of each granted waiver, and Contractor shall enter each waiver into Contractor's Customer file.

6.4.7 EDIBLE FOOD RECOVERY

Contractor shall assist City with its Edible Food Recovery program by reporting new Commercial Customers and providing Commercial Customers with information about the program.

Within ninety (90) days of the Effective Date of this Agreement, Contractor shall provide City information regarding new Commercial customers classifying them as Tier One and Tier Two Commercial Edible Food Generators including Customer name, service address, contact information, Tier One or Tier Two classification, and type of business. Annually, Contractor shall provide City with an updated report identifying Tier One and Tier Two Commercial Edible Food Generators.

Contractor will create customized educational materials that highlight how and where the City of Diamond Bar community can participate in edible food recovery and donation. Contractor's recycling and sustainability manager will serve as liaison between the commercial customers and food recovery organizations to support a successful food recovery program in the City.

6.4.8 PROCUREMENT OF RECOVERED ORGANICS WASTE PRODUCTS

Contractor shall ensure sufficient capacity of California recovered organics waste products to meet the mandatory procurement requirements for jurisdictions contained in SB 1383 Regulations, as may be amended, during the term of this Agreement including Agreement extensions granted by the City as provided in this section.

Contractor shall procure sufficient compost, mulch, and/or renewable natural gas to meet forty percent (40%) of the City's per capita requirement contained in SB 1383 Regulations. Contractor

shall provide assurance through the execution of a liability waiver stating that all organic waste products provided by the Contractor and used within the City are free from pathogens and inorganic waste material that may be harmful to the health and welfare of the City. The Contractor shall indemnify and hold harmless the City against any claims arising from contaminated recovered organic waste products provided by the Contractor as set forth in Section 11.1. Contractor may meet this obligation by one or a combination of the following activities:

- 1) **Bulk Compost and/or Mulch Reserved for Jurisdiction.** Contractor shall make available Compost or Mulch for use in City parks and facilities at no cost to the City. Contractor will work closely with City staff to assist with providing compost/mulch material for the City's own facility needs.
- 2) **Procurement Credits.** Contractor will secure procurement credit for the City to meet SB 1383 Regulations purchasing requirements through the sale of material on behalf of the City. The transaction will be handled entirely, at its sole expense, by Contractor on the City's behalf, and documented to meet Cal Recycle reporting requirements with no liability to the City.
- 3) **Use of Renewable Natural Gas in Collection Vehicles.**

6.4.9 EDUCATION & OUTREACH FOR AB 341, AB 1826, AND SB 1383 DIVERSION

Contractor will incorporate education regarding Recyclables and Organics Collection and the State requirements into materials produced under Section 6.3 and will develop its own Recycling and Organics-specific instructional materials for use in educating participating Customers including the following.

- 1) **Community Workshops.** The Contractor's Recycling and Sustainability Manager will host community workshops to discuss recycling programs and services and offer an opportunity for customers to ask questions and receive answers in-person. The workshops will cover State mandates, recycling programs, and information about services provided by Contractor. At the inception of the Agreement, Contractor will conduct as many workshops as needed with a minimum of bi-annual meetings for the term of the Agreement.

Contractor will work with the local Chamber of Commerce and other civic groups and service organizations to conduct presentations to the business community about State mandates (AB 341, AB 1826, SB 1383), the benefits of recycling services and available services and programs.
- 2) **HOAs/Property Manager Meetings.** Contractor's Recycling and Sustainability Manager will attend HOA meetings and work closely with HOA's and property management representatives to reach multi-family tenants directly by using the property's communication channels such as newsletters, email system, etc. to ensure that tenants are receiving recycling communication.

- 3) **Professional How-To Videos.** Contractor shall produce how-to videos that address relevant topics to educate customers on how correctly sort out materials into the correct containers and to support good recycling habits. Contractor will have How-To videos at the inception of the agreement and will continue to develop additional videos throughout the term of the Agreement.

ARTICLE 7: FRANCHISE FEE, CALRECYCLE COMPLIANCE FEE, VEHICLE IMPACT FEE, AND OTHER FEES

In addition to any other consideration set forth herein, as part of its consideration for entering into this Agreement, and for the exclusive Franchise, right and privilege to provide Solid Waste Services as specified herein, Contractor shall provide the following:

7.1 FRANCHISE FEE

Contractor shall pay the City a Franchise Fee of One-Hundred Twenty-Three Thousand dollars (\$123,000) annually as adjusted herein.

The Franchise Fee shall be paid in monthly installments over the course of each Rate Year. The initial monthly payment shall be Ten-Thousand Two-Hundred Fifty dollars (\$10,250) due under the terms of Section 7.6. The foregoing notwithstanding, beginning with Rate Year 2 (July 1, 2026) and for all subsequent Rate Years, the amount of the Franchise Fee shall be adjusted annually in an amount equal to the percentage increase in the Consumer Price Index for the Los Angeles-Long Beach-Anaheim Metropolitan Area, all urban consumers, not seasonally adjusted, for the twelve (12) month period ending December (CPI). If there is no increase in the CPI or if the CPI decreases, the Franchise Fee shall remain unchanged from the previous Rate Year.

Contractor and City agree that this Franchise Fee was set through good faith negotiations and represents the reasonable value of the public right-of-way franchise rights granted to Contractor under this Agreement and is a cost paid solely by the Contractor. Invoices submitted to Customers by Contractor shall not reference the Franchise Fee.

7.2 CALRECYCLE COMPLIANCE FEE

Contractor shall pay to the City a CalRecycle Compliance Fee of Three-Hundred Seventy-Five Thousand dollars (\$375,000) annually as adjusted herein. The CalRecycle Compliance Fee amount represents a reasonable allocation of the City's budgeted costs to comply with State mandates resulting from the enactment of AB 939 and subsequent related legislation including, but not limited to: AB 2176 (Chapter 879, Statutes of 2004), SB 1016 (Chapter 343, Statutes of 2008), AB 341 (Chapter 476, Statutes of 2011), AB 1826 (Chapter 727, Statutes of 2014), SB 1383 (Chapter 395, Statutes of 2016) and SB 1383 Regulations, which require jurisdictions to implement solids waste Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct

enforcement, and fulfill other requirements. Invoices submitted to Customers by Contractor shall not reference the CalRecycle Compliance Fee.

The CalRecycle Compliance Fee shall be paid in monthly installments over the course of each Rate Year. The initial monthly payment shall be Thirty-One Thousand Two-Hundred Fifty dollars (\$31,250) due under the terms of Section 7.6. The foregoing notwithstanding, beginning with Rate Year 2 (July 1, 2026) and for all subsequent Rate Years, the amount of the CalRecycle Compliance Fee shall be adjusted annually to reflect increases in the CPI, as defined in Section 7.1. If there is no increase in the CPI or if the CPI decreases, the CalRecycle Compliance Fee shall remain unchanged from the previous Rate Year.

7.3 RESERVED

7.4 RESERVED

7.5 CONTRACTING FEE

Contractor shall make a one-time lump sum payment of One Hundred Thousand Dollars (\$100,000) within seven (7) Business Days of execution of this Contract to reimburse the City for costs it incurred in connection with entering into this Agreement.

7.6 TIME AND METHOD OF FEE PAYMENTS TO THE CITY

On or before the thirtieth (30th) day month following the end of calendar month, during the Term of this Agreement, Contractor shall remit to City The Franchise Fee and the CalRecycle Compliance Fee as described in section 7.1 through 7.2.

The fee payments shall be submitted with an itemized statement identifying the amount of each fee. If the fees are not paid to the City on or before the thirtieth (30th) day following the end of the calendar month, Contractor shall pay to City a penalty in an amount equal to ten percent (10%) of the amount of each delinquent fee, or portion thereof, owing for that month. Contractor shall pay an additional ten percent (10%), on any unpaid balance for each following each thirty (30) day period the fees remain unpaid. Late payment penalties shall not be included in any revenue requirement.

ARTICLE 8: RECORDS, REPORTS AND INFORMATION REQUESTS

8.1 GENERAL

Contractor shall maintain such accounting, statistical and other records related to its performance under this Agreement as shall be necessary to develop the financial statements and other reports required by this Agreement. Also, Contractor agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with Applicable Laws and regulation and to meet the reporting and Solid Waste program management needs of City. To this extent,

such requirements set out in this and other Articles of this Agreement shall not be considered limiting or necessarily complete. In particular, this Article is intended to only highlight the general nature of records and reports and is not meant to define exactly what the records and reports are to be and their content. Further, with the written direction or approval of City, the records and reports to be maintained and provided by Contractor in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

8.2 RECORDS

8.2.1 GENERAL

Contractor shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City in the conduct of City business. Adequate record security shall be maintained to preserve records from events that can be reasonably anticipated such as a fire, theft, and earthquake. Electronically maintained data/records shall be protected and backed up. All records shall be maintained for five (5) years, and shall continue to be available for five (5) years after the expiration of this Agreement. After minimum holding periods are met, Contractor will notify City 90 days before destroying records and offer records to the City.

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its Affiliates that City shall deem, in its sole discretion, necessary to evaluate annual reports, and Contractor's performance provided for in this Agreement.

Contractor agrees that the records of any and all companies conducting operations addressed in the Agreement shall be provided or made available to City and its official representatives during normal business hours. Account histories shall be accessible to the City by computer for a minimum of five (5) years after termination of the Agreement.

Contractor shall make all records and documents to be reviewed and inspected by City as a part of any audit or other record review conducted by City, available for City's review, inspection and copying within five (5) days of receiving written notice from City requesting the same. Additionally, City may review records at Contractor's local facility during normal business hours, within five (5) days of request during normal business hours. Such records include, but are not limited to, financial, Solid Waste, CERCLA and Disposal records.

8.2.2 FINANCIAL RECORDS

Contractor shall maintain financial records and expense and revenue information pursuant to its operations pursuant to this Agreement shall be segregated from other areas served by Contractor.

Contractor shall maintain at least the following records:

- Audited financial statements for Contractor or, if a guarantee was provided, for the parent company guarantor as a whole;
- Financial statements (compiled, reviewed, or audited) of revenue and expense for this Agreement segregated from the other operations of Contractor (including without limitation those operations of Contractor in City and surrounding jurisdictions which are not covered by this Agreement), including a description of segregation methodology; and,
- Complete descriptions of related party transactions (corporate and/or regional management fees, inter-company profits from Transfer, Processing or Disposal operations and supporting data).

8.2.3 SOLID WASTE RECORDS

Contractor shall maintain and make available to the City upon request the following records relating to its operations pursuant to this Agreement:

- A. Customer services, billing, and City payment records;
- B. Tons Collected, Processed, Diverted, and Disposed by waste stream (Refuse, Recycling, Organics), by Customer type (Multi-Family, Commercial, and Roll-Off Box), and facilities (Transfer Station, MRF, Organic Material Processing Facility, Transformation Facility or Landfill) where such material was taken (Multi-Family versus Commercial tonnage may be estimated based upon Container distribution or other method approved by City);
- C. Quantity of Recyclable Materials recovered by material type;
- D. Bulky Item, results including tons Disposed and Diverted;
- E. Special Events tons including tons Disposed and Diverted;
- F. Routes;
- G. Facilities, equipment and personnel used;
- H. Facilities and equipment operations, maintenance and repair;
- I. Number of Refuse, Recycling and Organics Containers in service;
- J. Complaints; and,
- K. Missed pickups.

Contractor shall maintain copies of said Billings and receipts, each in chronological order, for a period of five (5) years after the date of service and shall make said documents available for inspection by City upon request. Contractor may, at its option, maintain those records in computer form, on microfiche, or in any other manner, provided that the records can be preserved and retrieved for inspection and verification in a timely manner, are sufficient to verify accuracy of any Fees owed to the City, and may be produced in a form and manner sufficient to establish the existence of Customer obligations in a court of competent jurisdiction.

8.2.4 CERCLA DEFENSE RECORDS

City views the ability to defend against the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), State Hazardous Substance Law, and related litigation as a matter of great importance. For this reason, the City regards the ability to prove where Solid Waste Collected in the City was taken for Disposal, as well as where it was not taken, to be matters of concern. Contractor shall maintain data retention and preservation systems which can establish where Solid Waste Collected in the City was Landfilled (and therefore establish where it was not Landfilled) and provide a copy or summary of the reports required in Section 8.3 for five (5) years after the term during which Collection services are to be provided pursuant to this Agreement, or to provide copies of such records to City.

Contractor agrees to notify City's Manager and City Attorney before destroying such records and to offer records to the City. This provision shall survive the expiration of the period during which Collection services are to be provided under this Agreement.

8.2.5 OTHER PROGRAMS' RECORDS

Records for other programs shall be tailored to specific needs. In general, they shall include:

- A. Plans, tasks, and milestones; and,
- B. Accomplishments in terms such as dates, activities conducted, quantities of products used, produced, or distributed, and numbers of participants and responses.

8.2.6 AUDIT

City may conduct an audit of Contractor at any time. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to:

- A. Extraordinary rate adjustment request;
- B. Compliance with terms of this Agreement;
- C. Customer service levels and Billing;
- D. Fee payments;
- E. Gross Receipts;
- F. Tonnage;
- G. Complaint log;
- H. Compliance with Mandatory Commercial Recycling, Mandatory Commercial Organics, and SB 1383 Regulations; and
- I. Verification of Diversion rate.

The first audit, to be performed during calendar year 2027, will be based on the Contractor's reports and records from the start of the Agreement through calendar year 2026. Audits may be performed every third year thereafter (the triennial audit) and will be based on the period from

the end of the previous audit through the end of the calendar year before the year in which the audit is to be performed.

Contractor will reimburse the City the cost of such audits (including audits conducted by City staff) as shown in the following table.

Audit Performed	Audit Amount
2027	\$90,000
2030	\$98,000
2033	\$108,000

Audit payments from the Contractor to the City are due January 1 of the year the audit is being performed.

Should the Agreement be extended beyond the extension terms as described in Section 2.5, the audits shall continue every third year, and each additional audit amount shall be increased by ten-thousand dollars (\$10,000) per audit period for audits conducted after 2035.

Should an audit conducted or authorized by the City disclose that Franchise or other fees payable by the Contractor were underpaid by two percent (2%) or more, or that tonnage was mis-reported by 2% or more, or that more than 2% of the Customers were inaccurately billed, for the period under review, City may expand the scope of the audit and Contractor shall pay for additional audit costs.

8.2.7 PAYMENTS AND REFUNDS

Should an audit by the City disclose that any of the City fees payable by the Contractor were underpaid or that Customers were overcharged for the period under review, Contractor shall pay to City any underpayment of City fees and/or refund to Contractor's Customers any overcharges within sixty (60) days following the date of the audit. Contractor shall pay interest to the City for any underpayment or overcharges at an annual rate of 6%. Undercharges shall not be billed in arrears for more than ninety (90) days of service, with any remaining undercharges absorbed by Contractor. Should an audit disclose that fees were overpaid, City shall credit such amounts against future fees payable by Contractor with interest of 6%.

8.3 REPORTS

The parties acknowledge that City will require reporting by Contractor at various intervals by which information important to City can be compiled and analyzed. Throughout the Term the parties agree to work together to address City's needs with respect to the information to be contained in reports prepared by Contractor. The following is intended as a starting point in order to have established an objective baseline for reporting, but the frequency and content of

the reports called out below may be changed by agreement of the parties, provided any such change is approved by the City Manager in writing. Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed.

Reports are intended to compile recorded data into useful forms of information that can be used to, among other things:

- Determine and set rates and evaluate the efficiency of operations;
- Evaluate past and expected progress toward achieving AB 939 goals and objectives;
- Provide concise and comprehensive program information and metrics for use in fulfilling reporting requirements under Applicable Law;
- Determine needs for adjustment to programs; Determine Customer compliance with AB 341, SB 1826, SB 1383 Regulations, and any subsequent State-mandated Recycling requirements;
- Evaluate Customer service and complaints.

The minimum report format is included as Exhibit 7. Contractor may propose additional report formats that are responsive to the objectives and audiences for each report. The format of each report requires approval by City. The Contractor agrees to submit all reports by electronic means in a format compatible with City's software/computers at no additional charge, if requested by City. Contractor will provide a certification statement, under penalty of perjury, by an authorized Contractor official, that the report being submitted is true and correct.

Monthly reports shall be submitted within 30 calendar days after the end of the reporting period. Annual reports shall be submitted within sixty (60) days following the reporting year. If requested, Contractor's complaint summary, shall be sent to the Contract Administrator within five days of request.

All reports shall be submitted electronically and in an electronic format compatible with City's software/computers, at no additional charge, to City Manager and / or other City staff designated by the City Manager at e-mail addresses to be provided by City. City may additionally request hard copies, which would be delivered to:

City Manager (or designated representative)
City of Diamond Bar
21810 Copley Driver
Diamond Bar, CA 91765

8.3.1 MONTHLY REPORTS

- A. Solid Waste Collected by Contractor for each month, sorted by type of Solid Waste (Refuse, Recyclable and Organic Materials) and type of Customer (Commercial or Roll-Off Box Service) in tons, and the facilities where the tons were Processed or Disposed. Bulky Waste items shall be reported as a separate line item. This report is to be submitted in Microsoft Excel, or another software as requested by City.
- B. Diversion level for each month and the cumulative year-to-date Diversion level, where

Diversion level shall be calculated as: (Discarded Materials Collected- Solid Waste Collected –Residue Disposed) / Discarded Materials Collected.

- C. Summary of Customer subscription data, including the number of accounts.
- D. Number of waivers reviewed and reverification inspections performed.
- E. Number of warning notices issued for contaminated Recyclable and Organics Containers, and tags or notifications for Excluded Waste improperly placed for Collection in accordance with Sections 3.3.10 and 4.1.13(A).
- F. Narrative summary of problems encountered and actions taken with recommendations for City, as appropriate.
- G. Customer complaint logs as described in Section 6.2.3.
- H. Number of route reviews conducted.
- I. Copies of promotional and public education materials sent during the quarter.
- J. Record of the date and to whom the promotional and public education material was disseminated. For any mass distribution through mailings or bill inserts, provide a record of the date, the type and number of accounts that received the information.
- K. Commercial recycling and organics site visits summary, including the name and address of Customer, the date of the visit and the contact name and phone number, demonstrating that the required visits have been made, and reason provided for not establishing a recycling or organics program, in accordance with Sections 6.4. The site visit summary will be completed on forms approved by the City.
- L. List of Customers that are required to participate in an Organics Recycling program per Public Resources Code Section 42649.81.
- M. List of Commercial and Multi-Family Premises Customers that do and do not participate in an Organics program, whether the Organics program is provided by Contractor or another party, and whether the program is for Food Waste and/or Yard Waste (such as a landscaper that composts or otherwise Diverts Organic Materials).
- N. Commercial and Multi-Family Customers participating in food recovery programs.
- O. Commercial and Multi-Family Customers using third-party recycling.
- P. Additional information that may be requested by CalRecycle or City related to Recycling and Organics programs.

8.3.2 ANNUAL REPORTS

The Annual Report is to be essentially in the form and content of the monthly reports combined, but shall also include:

- A. A complete inventory of equipment used to provide all services (such as vehicles and Containers by size and waste stream type Container is used for).
- B. Results of route audits.

- C. Number of routes and route hours per day by type of service.
- D. Copy of Hazardous Waste Diversion records showing types and quantities, if any, of Hazardous Waste that was inadvertently Collected, but Diverted from Landfill Disposal.
- E. Copies of all public education and outreach distributed during the reporting year including the date of distribution.
- F. A narrative summary of all City-sponsored, civic, and school events attended.
- G. Copies of invoices documenting the amount of RNG used to provide services in the City. If routes are commingled with other jurisdictions, Contractor must use an allocation method to quantify the City's allocated amount.

8.3.4 FINANCIAL REPORTS

The City may, at City's option, request the Contractor's audited financial reports/statements (or parent company, if parent company submits Corporate Guaranty of Performance), and Contractor's internally prepared supplemental statement of income and expenses related specifically to the City Diamond Bar operations, for the most recently completed fiscal year in connection with an extraordinary rate adjustment request, billing audit, Franchise Fee audit, or verification of other information required under this Agreement.

The financial statements and footnotes shall be prepared in accordance with Generally Accepted Accounting Principles (GAAP) and audited, in accordance with Generally Accepted Auditing Standards (GAAS) by a certified public accountant (CPA) licensed (in good standing) to practice public accounting in the State of California as determined by the State of California Department of Consumer Affairs Board of Accountancy. The cost for preparation of the financial statements and audit shall be borne by Contractor as a direct cost of service. In addition, Contractor shall provide to City the supplemental schedule on a compiled basis showing Contractor's results of operations, including the specific revenues and expenses in connection with the operations provided for in this Agreement, separated from others included in such financial statements.

8.4 REPORTING ADVERSE INFORMATION

Contractor shall provide City two copies (one to the Contract Administrator, one to the City Attorney) of all reports, pleadings, applications, notifications, Notices of Violation, communications or other material relating specifically to Contractor's performance of services pursuant to this Agreement, submitted by Contractor to, or received by Contractor from, the United States or California Environmental Protection Agency, CalRecycle, the Securities and Exchange Commission or any other federal, state or local agency, including any federal or state court. Copies shall be submitted to City simultaneously with Contractor's filing or submission of such matters with said agencies. Contractor's routine correspondence to said agencies need not be routinely submitted to City, but shall be made available to City promptly upon City's written request.

8.5 RIGHT TO INSPECT RECORDS

City shall have the right to inspect or review the specific documents or records required expressly or by inference pursuant to this Agreement, or any other similar records or reports of Contractor or its related party entities that City shall deem, in its reasonable discretion, necessary to evaluate annual reports, compensation applications provided for in this Agreement and Contractor's performance provided for in this Agreement. Contractor shall make all records and documents to be reviewed and inspected by the City as a part of any audit or other record review conducted by the City, available for the City's review, inspection and copying within five business days (excluding Saturday, Sunday and Designated Holidays) of receiving written notice from the City requesting the same.

8.6 FAILURE TO REPORT

The refusal or failure of Contractor to file any required reports, or to provide required information to City, or the inclusion of any materially false or misleading statement or representation by Contractor in such report shall be deemed a material breach of the Agreement and shall subject Contractor to all remedies which are available to the City under the Agreement, the Diamond Bar City Code, or otherwise.

ARTICLE 9: REVIEW OF SERVICES AND PERFORMANCE

9.1 PERFORMANCE REVIEW MEETING

City may hold a meeting annually to review Contractor's Solid Waste Collection efforts, source reduction, Processing and other Diversion services and overall performance under this Agreement (the "Solid Waste Services and Performance Review Meeting"). The purpose of the Solid Waste Services and Performance Review Meeting is to provide for a discussion and review of technological, economic, and regulatory changes in Collection, source reduction, Recycling, Processing and Disposal to achieve a continuing, advanced Solid Waste Collection, source reduction and Recycling and Disposal system; and to ensure services are being provided with adequate quality, effectiveness and economy, and in full compliance with the terms of this Agreement. Topics for discussion and review at the Solid Waste Services and Performance Review Meeting shall include, but shall not be limited to, services provided, feasibility of providing new services, application of new technologies, Customer complaints, amendments to this Agreement, developments in the law, new initiatives for meeting or exceeding AB 939's goals, regulatory constraints, results of route audits, and Contractor performance. City and Contractor may each select additional topics for discussion at any Solid Waste Services and Performance Review Meeting.

City shall notify Contractor of its intent to hold a Solid Waste Services and Performance Review Meeting at least sixty (60) days in advance thereof. Thirty (30) days after receiving notice from City of a Solid Waste Services and Performance Review Meeting, Contractor shall submit a report

to City which may contain such information as it wishes to have considered, and shall contain the following:

- A. Current Diversion rates and a report on Contractor's outreach activities for the past year.
- B. Recommended changes and/ or new services to improve City's ability to meet the goals of AB 939 and to contain costs and minimize impacts on rates. A specific plan for AB 939 compliance shall be included.
- C. Any specific plans for provision for new or changed services by Contractor.

The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Contractor's performance, and Contractor may submit other relevant performance information and reports for consideration at the Solid Waste Services and Performance Review Meeting. In addition to the above, City may request Contractor to submit any other specific information relating to its performance for consideration at the Solid Waste Services and Performance Review Meeting, and any Customer may submit comments or complaints during or before the Meeting, either orally or in writing. Contractor shall be present at and participate in the Solid Waste Services and Performance Review Meeting.

As a result of its findings following any Solid Waste Services and Performance Review Meeting, City may require Contractor to provide expanded or new services within a reasonable time and City may direct or take corrective actions for any performance inadequacies (although nothing contained in this provision should be construed as requiring City to hold a Solid Waste Services and Performance Review Meeting in order to enforce any rights or remedies it has pursuant to the terms hereof.) Should City require expanded or new services as a remedy for Contractor's failure to perform its obligations hereunder, no additional compensation shall be due for such services. Otherwise, any new or expanded services required of Contractor shall be subject to the provisions of Section 2. 10.

9.2 PERFORMANCE SATISFACTION SURVEY

If requested by the City, Contractor will create and conduct a Customer satisfaction survey at Contractor's expense. If City would like to present results at a Solid Waste Services and Performance Review Meeting, City shall notify Contractor of its desire for such a survey at least 90 days in advance of the Solid Waste Services and Performance Review Meeting. The purpose of the survey is to determine Customer satisfaction with current Collection services and Customer service provided by Contractor. The Survey will be distributed to one hundred percent (100%) of the Customers. Contractor shall obtain City's approval of the survey's content, format, and mailing list prior to its distribution. City may require that Contractor have Customer responses to the survey returned directly to City. The survey results shall be made available to the City thirty (30) days prior to the Solid Waste Services and Performance Review Meeting.

ARTICLE 10: CONTRACTOR COMPENSATION AND MAXIMUM SERVICE RATES

10.1 CONTRACTOR COMPENSATION

The maximum approved rates set forth in Exhibit 1, as more fully defined as Contractor Compensation in this Article, shall be the maximum amount that the Contractor may charge Customers, as full, entire and complete compensation due pursuant to this Agreement for all labor, equipment, materials and supplies, fees or surcharges due to the City as applicable, taxes, insurance, bonds, letters of credit, overhead, Disposal, Transfer, Processing, profit and all other things necessary to perform all the services required by this Agreement in the manner and at the times prescribed.

From time to time, Customers may request services for which a rate is not provided in Exhibit 1. In such cases, Contractor shall so advise the Contract Administrator and the Customer and Contractor shall negotiate a rate for the requested services. If agreement cannot be reached, the matter shall be referred to the Contract Administrator for establishment of the rate. Approved rates for requested services shall be included in Exhibit 1 in the next Rate Year.

The Contractor shall impose no other charges for services provided under this Agreement to Customers unless approved in advance in writing by the City Manager.

10.2 INITIAL RATES

The rates beginning September 1, 2025 and ending June 30, 2026 shall not exceed those set forth in Exhibit 1 hereto, unless amended by a written amendment to this Agreement entered into by and between the City and the Contractor. Contractor has reviewed these maximum rates and agrees they are reasonably expected to generate sufficient revenues to provide adequate Contractor Compensation. Unless and until the maximum rates set forth on Exhibit 1 are adjusted, Contractor will provide the services required by this Agreement, charging no more than the maximum rates authorized by Exhibit 1, except as provided herein and in Section 10.3.

10.3 SCHEDULE OF FUTURE ANNUAL RATE ADJUSTMENTS

Beginning with Rates Year starting July 1, 2026 and ending on June 30, 2027 and for all subsequent Rate Years, Contractor may request an annual adjustment to the maximum rates shown in Exhibit 1. The Contractor shall submit its request in writing, to be received by City in Person or via certified mail, by the preceding March 31, and shall be based on the method of adjustment described in Section 10.4. All future adjustments are to be effective July 1 of the same calendar year, following the March 31 submission deadline. The City shall consider a failure to submit a written request by March 31 as Contractor's determination not to seek an adjustment and shall constitute a waiver by Contractor of its right to request such an increase for the subsequent Rate Year. However, the City reserves the right to initiate a rate adjustment in

instances where the Contractor fails to submit a written rate adjustment request. Adjustment to the maximum rates is subject to the approval of the City Manager.

If an annual adjustment that would have resulted in a rate decrease is not implemented for any reason, the next rate adjustment will be measured based on the change in indices from the last implemented rate adjustment; the intent is to ensure subsequent rate increases shall be offset with any decrease not previously implemented.

Any rate adjustment percentage calculated using the procedure described in Section 10.4 resulting in a rate adjustment percentage greater than 5% in any Rate Year shall be capped at 5%. Any percentage amount over 5% or portion thereof in any one Rate Year will be carried over into any future Rate Year with a rate adjustment of less than 5%.

10.4 METHOD OF ADJUSTMENTS

Pursuant to Section 10.3, the Contractor may request an adjustment to the maximum rates shown in Exhibit 1 pursuant to the methodology described in Exhibit 2 and subject to review of the City. This Agreement incorporates by reference the Excel worksheet titled "Rate Adjustment Procedure" attached hereto with Exhibit 2. The Contractor agrees that the Excel worksheet shall be an integral part of this Agreement.

10.5 EXTRAORDINARY RATE ADJUSTMENTS

Contractor or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 10.3 in the event of extraordinary changes in the cost of providing service under this Agreement. Such changes shall not include changes in the market value of Recyclables from the values assumed in Contractor's Proposal, inaccurate estimates by the Contractor of its proposed cost of operations or change in wage rates or employee benefits not already adjusted in accordance with the annual adjustment pursuant to Section 10.3 and Exhibit 2. Without limiting the generality of the foregoing, Contractor may request an extraordinary adjustment based on changes in a direct per ton fee incurred or assessed at the Disposal Site or any Designated Facility due to action(s) by any federal, state, or local regulatory agencies after the effective date; a change in Applicable Law that requires additional or new Services or obligations under this Agreement; and any other extraordinary changes in operational costs outside of Contractor's reasonable control, including increased costs related to fuel and transportation, labor, and Organic Waste or Recyclable Materials market conditions not already adjusted in accordance with the annual adjustment pursuant to Section 10.3 and Exhibit 2.

Contractor shall provide justification to support the need for the adjustment. For each request for an adjustment to the maximum rates brought pursuant to this section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs and total revenues have changed over the past three years for the services provided under this Agreement. The City may request from the Contractor such further information as it deems necessary to fully evaluate the request and make its determination. Upon request by the City, Contractor shall provide a report of its annual revenues and expenses for the services provided in the City, and City shall have the right to audit this

information in connection with the City's review of Contractor's rate adjustment request. City may consider increases or decreases in the Contractor's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

The City may, in its sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment. Extraordinary rate adjustments shall only be effective after approval by City Council in compliance with California Constitution Article XIID (Proposition 218) and the Proposition 218 Omnibus Implementation Act (Govt. Code Sections 53750 et. seq.) and may not be applied retroactively.

A rate adjustment request made in response to a new service requested by City will be determined in accordance with Section 2.10.

ARTICLE 11: INDEMNIFICATION, INSURANCE AND PERFORMANCE BOND

11.1 INDEMNIFICATION OF THE CITY

11.1.1 GENERAL

To the maximum extent permitted by law, and without regard to the limits of any insurance coverage, Contractor agrees to indemnify, defend with counsel acceptable to the City, protect and hold harmless the City, its representatives, officers, agents and employees, volunteers, and assignees (collectively, "Indemnitees"), from and against any and all causes of action, claims, fines, assessments, costs (including but not limited to reasonable attorneys' and expert witness fees), losses, damages, penalties, forfeitures, demands, proceedings or suits, in law or in equity, of every kind and description, including, but not limited to, injury to and death of any Person and damage to property, injunctive relief, obligations, errors, omissions or liabilities, ("claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with (i) violations of the commerce clause of the U.S. Constitution, AB 939, the Comprehensive Environmental Response, Compensation and Liability Act, Title 42 U.S.C. §9601 et seq. ("CERCLA"), HSAA, RCRA, any other Hazardous Waste laws, other federal, state or local statutes or regulations, or municipal ordinances, which arise from, challenge any validity of, or relate to the award of, this Agreement; (ii) the negligent performance of the work or services of Contractor, its agents, employees, subcontractors, or invitees, provided for in this Agreement; (iii) the negligent acts or omissions of Contractor hereunder, or arising from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, whether or not there is concurrent passive or active negligence, on the part of the Indemnitees. The indemnity obligations imposed herein shall not apply to the extent that such claims or liabilities arise from the sole negligence or willful misconduct of the Indemnitees, but shall apply if the claims or liabilities are caused by the joint negligence of Contractor and other Persons, (iv) actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement, including but not limited to any

challenge brought by referendum or under Proposition 218 (Calif. Const. Art. XIII D) to challenge the City's entry into this Agreement or the setting of Solid Waste rates as set forth in this Agreement; and in connection therewith:

A. Contractor will defend any action or actions filed in connection with any of said claim or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

B. Contractor will promptly pay any judgment rendered against the City, its officers, agents, or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work or services of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents and employees harmless therefrom;

C. In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work or services of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

D. The obligations herein are subject to the provisions and limitations in Public Resources Code sections 40059.1 and 40059.2.

Contractor's obligations hereunder shall survive the termination or expiration of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

11.1.2 HAZARDOUS MATERIAL INDEMNIFICATION

A. Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Contractor specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold Indemnitees harmless from and against any and all claims, actions, liabilities, damages, demands, judgments, losses, costs, liens, expenses, suits, actions, attorneys' fees, consultant fees, penalties and any and all other losses, damages, fees and expenses of whatever kind or nature ("Claims") (including but not limited to response costs, investigative costs, assessment costs, monitoring costs, treatment costs, cleanup costs, removal costs, remediation costs, and similar costs, damages and expenses) that arise out of or are alleged to arise out of or in any way relate to any action, inaction or omission of Contractor that:

1. Results in any demand, claim, notice, order, or lawsuit, asserting that any Indemnitee is liable, responsible or in any way obligated to investigate, assess, monitor, study, test,

treat, remove, remediate, or otherwise cleanup, any Hazardous Contaminant (as defined herein); or

2. Relates to material Collected, Transported, Recycled, Processed, treated or Disposed of by Contractor.

B. Contractor's obligations pursuant to this section shall apply, without limitation, to:

1. Any Claims brought pursuant to or based on the provisions of any Environmental Law;
2. Any Claims based on or arising out of or alleged to be arising out of the ownership, use, lease, sale, design, construction, maintenance, or operation of Contractor of any Facility;
3. Any Claims based on or arising out of or alleged to be arising out of the marketing, sale, distribution, storage, Transportation, Disposal, Processing, or use of any materials recovered by Contractor;
4. Any Claims based on or arising out of or alleged to be arising out of any breach of any express or implied warranty, representation or covenant arising out of or in connection with this Agreement.

C. The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Contractor or any Affiliate of Contractor.

D. For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Material any crude oil or refined or unrefined petroleum product or any fraction or derivative thereof; and any asbestos or asbestos-containing material. The term "Hazardous Contaminant" shall also include any and all amendments to any referenced statutory or regulatory provisions made before or after the date of execution of this Agreement.

THE PROVISIONS OF THIS SECTION SHALL NOT TERMINATE OR EXPIRE, SHALL BE GIVEN THE
BROADEST POSSIBLE INTERPRETATION AND SHALL SURVIVE THE EXPIRATION OR EARLIER
TERMINATION OF THIS AGREEMENT

11.1.3 AB 939 INDEMNIFICATION AND GUARANTEE

Contractor unconditionally guarantees compliance with the requirements of AB 939 as amended from time to time. Contractor shall carry out its obligations under this Agreement so that the City will meet or exceed the Diversion requirements set forth in AB 939, and all amendments thereto more fully set forth below. City and Contractor shall reasonably assist each other to meet the City's AB 939 Diversion requirements. In carrying out the provisions of this Section, Contractor agrees to perform the following obligations at its cost and expense:

A. Defend, with counsel reasonably acceptable to City, indemnify and hold harmless the City against all fines and/or penalties imposed by the CalRecycle, if Contractor fails or refuses to provide information relating to its operations which is required under this Agreement and such failure or refusal prevents or delays City from submitting reports required by AB 939 in a timely manner;

- B.** Assist City in preparing for, and participating in, CalRecycle's biannual review of the City's source reduction and recycling element pursuant to Public Resources Code Section 41825;
- C.** Assist City in responding to inquiries from CalRecycle in applying for an extension under Public Resources Code Section 41820, if so directed by City; in conducting any hearing conducted by CalRecycle relating to AB 939; or in any other investigative or enforcement manner undertaken by any agency;
- D.** Defend, with counsel reasonably acceptable to City, and indemnify and hold harmless the City against any fines or penalties levied against it for violation of AB 939's Diversion requirements, provided that Contractor's obligation to indemnify City shall be subject to the limitations set forth in Public Resources Code Section 40059.1(c) as may be amended from time to time;
- E.** In cooperating with the City, should it seek to become its own enforcement agency, to the extent it may be permitted under state law.

11.1.4 CALRECYCLE INDEMNIFICATION

Contractor's duty to defend and indemnify herein includes payment of all fines and/or penalties imposed by CalRecycle, subject to the restrictions set forth in Public Resources Code Section 40059.1, if the requirements of AB 939, AB 341, AB 1826, and/or SB 1383 and corresponding regulations are not met by the Contractor with respect to the Discarded Materials Collected under this Agreement, and such failure is: (i) due to the failure of Contractor to meet its obligations under this Agreement, or, (ii) due to Contractor delays in providing information that prevents Contractor or City from submitting reports required by AB 939 and SB 1383 Regulations and corresponding regulations in a timely manner. The provisions of this Section shall survive the termination or expiration of this Agreement.

11.1.5 ELECTRONIC INFORMATION INDEMNIFICATION

Contractor shall defend with counsel acceptable to City, indemnify, and hold City harmless against and from any and all related claims, including but not limited to, suits, losses, penalties, damages, responsibility for costs, regulatory fines, penalties, credit monitoring expenses, and liability for damages of every name, kind and description, including attorneys' fees and costs incurred, attributable to the negligence or willful misconduct of Contractor and any Subcontractors used in performance of this Agreement in handling or protecting Customer information over which Contractor has exclusive control, including but not limited to billing details, electronic payment(s), and Customer account information that is not readily available to the general public. Contractor shall maintain electronic files and Contractor's website in accordance with the industry best practices for maintaining such information. The indemnity obligations imposed herein shall not apply to the extent that such claims or liabilities arise from the negligence or willful misconduct of the Indemnitees or arise from information over which the Indemnitees have control.

11.1.6 CALPERS ELIGIBILITY INDEMNIFICATION

Contractor's employees, agents, or Subcontractors providing service under this Agreement shall not: (i) qualify for any compensation and benefit under CalPERS; (ii) be entitled to any benefits under CalPERS; (iii) enroll in CalPERS as an employee of City; (iv) receive any employer contributions paid by City for CalPERS benefits; or (v) be entitled to any other CalPERS-related benefit by reason of the services provided under this Agreement that would accrue to a City employee. Contractor's employees, agents, or Subcontractors hereby waive any claims to benefits or compensation described herein.

Neither Contractor nor Contractor's officers, employees, agents, and Subcontractors are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to City employees. The City will not make any Federal or State tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor.

Contractor agrees to defend and indemnify the City for any claim, suit, or demand for tax, retirement contribution (including any contribution to CalPERS), social security, salary or wages, overtime payment, or workers' compensation payment made by Contractor, or any employee of Contractor, for work performed under this Agreement.

11.2 EVALUATION OF LIABILITY

The Contractor's obligation to defend, hold harmless, and indemnify under Article 11 shall not be excused because of the Contractor's inability to evaluate an Indemnitee's liability or because the Contractor evaluates such liability and determines that the Indemnitee is not liable to the claimant. Within twenty (20) days of receiving written notice from the City of a claim for which the City is entitled to indemnity, the Contractor shall confirm to the City in writing that the Contractor will provide a defense to the claim and shall take appropriate actions to provide such defense.

11.3 SEPARATE COUNSEL

The City may elect to have and consult separate legal counsel from the Contractor at any time during the pendency of any claim at its sole discretion. The City shall be responsible for paying its separate counsel unless: (i) the City reasonably determines and notifies Contractor that separate counsel is required to represent the City during the resolution of any claim; or (ii) a court of competent jurisdiction rules that the Contractor has refused to satisfy its obligations under this Article 11. Notwithstanding the preceding sentence or the first sentence of Article 11.1, with respect to a particular claim, if the Contractor confirms to the City in writing Contractor's obligation to indemnify and defend the City, without reserving a right to later seek reimbursement from the City with respect to such claim, the City shall not object to the counsel representing it being the same counsel that represents Contractor in the defense of such claim and shall, if permitted by law, provide such written conflict-of-interest waiver as may be required for such joint representation. If the Contractor provides the aforementioned confirmation, but

the City declines to consent to such joint representation, the City may retain its own counsel at its own expense, the City shall have no right of defense or reimbursement of defense costs with respect to such claim (but the City shall still be entitled to indemnity), the City shall reasonably cooperate with Contractor in the defense and settlement of such claim. If the Contractor does not provide the aforementioned confirmation, or if the Contractor provides such confirmation and the City is prohibited by law from providing such waiver, then the Contractor shall reimburse the City for the reasonable attorneys' fees and costs of the City's separate counsel with respect to such claim.

11.4 CONSIDERATION

It is specifically understood and agreed that the consideration inuring to the Contractor for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement and the consideration to the City are the Solid Waste Services Contractor shall perform pursuant to this Agreement.

11.5 OBLIGATION

The execution of this Agreement by the Contractor shall obligate the Contractor to comply with the foregoing indemnification provisions; however, the collateral obligation of providing insurance must also be fully complied with as set forth in Article 11.8 below.

11.6 COLLECTION SERVICES SUBCONTRACTORS

Any Subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of the Contractor, or as may be allowed by this Agreement, shall comply with each term and condition of this Agreement, including each term and condition of Article 11.8 entitled "INSURANCE" or a more appropriate level of coverage as determined by the City. This applies to subcontractors performing Collection services for City facilities. Furthermore, the Contractor shall be responsible for the Subcontractor's acts, omissions and satisfactory performance of the terms and conditions of this Agreement. The Contractor shall require all Subcontractors performing Collection services under the terms of this Agreement to enter into an agreement containing the provisions set forth in this Article 11 in their entirety and Subcontractor shall fully indemnify the City in accordance with this Agreement.

11.7 SURVIVAL

Contractor's indemnity obligations shall survive the expiration or termination of this Agreement and continue until such obligations have been fully satisfied by the resolution of all claims for which indemnity obligations are owed to the City.

11.8 INSURANCE

Contractor shall procure and maintain during the entire Term the following types of insurance, and shall maintain the following minimum levels of coverage, which shall apply to any claims

which may arise from or in connection with Contractor's performance hereunder or the actions or inactions of any of Contractor's officers, agents, representatives, employees, or subcontractors in connection with Contractor's performance. The insurance requirements hereunder in no way limit Contractor's various defense and indemnification obligations, or any other obligations as set forth herein.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. The most recent editions of Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 00 01).
2. The most recent editions of Insurance Services Office form number CA 00 01 covering Automobile Liability, code 1 "any auto" and endorsement CA 00 25.
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance. Contractor shall maintain in force for the term of this Agreement limits no less than:

1. Comprehensive General Liability: Ten Million Dollars (\$10,000, 000) limit aggregate and Ten Million Dollars (\$10,000,000) limit per occurrence for bodily injury, Personal injury and property damage.
2. Automobile Liability: Five Million Dollars (\$5,000,000) single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits as required by the Labor Code of the State of California or provide evidence of State approval to be self-insured. Employers Liability in the minimum amount of One Million (\$1,000, 000).

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

D. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a) The Indemnitees shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; Premises owned, leased or used by Contractor; or vehicles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Indemnitees.
 - b) Contractor's insurance coverage shall be primary insurance as respects the Indemnitees. Any insurance or self- insurance maintained by the Indemnitees shall be excess of Contractor's insurance and shall not contribute with it.

- c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Indemnitees.
 - d) Coverage shall state that Contractor'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.
2. Workers' Compensation and Employers Liability Coverage: The insurer shall agree to waive all rights of subrogation against the Indemnitees for losses arising from work performed by Contractor for City.
 3. All Coverages: Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days written notice in the event of cancellation for non-payment) by certified mail, return receipt requested, has been given to City.

E. Acceptability of Insurers. The insurance policies required by this section 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.

F. Verification of Coverage. Within thirty (30) days of the execution of this Agreement, or prior to the start of service under this Agreement, whichever comes first, Contractor shall furnish City certificates of each policy of insurance required hereunder, in form and substance satisfactory to 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 City requests, copies of each policy, together with all endorsements, shall also be promptly delivered to City.

Renewal certificates will be furnished promptly upon renewal to City to demonstrate maintenance of the required coverage throughout the Term.

G. Required Endorsements.

1. Insurance policies shall contain an endorsement in substantially the following form:
 "Thirty (30) days prior written notice by certified mail, return receipt requested, shall be given to City in the event of cancellation (Ten (10) days written notice in the event of cancellation for non-payment), reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

City Manager
 City of Diamond Bar
 21810 Copley Drive
 Diamond Bar, CA 91765

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

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

H. Other Insurance Requirements

1. In the event any services are delegated to another company or subcontractor, Contractor shall require such Contractor or subcontractor to provide statutory workers' compensation insurance and employer's liability insurance for all of the Contractor or subcontractor's employees engaged in the work in accordance with this Section 11.8. The liability insurance required by this Section 11.8 shall cover all Contractor or subcontractors or the Contractor or subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Section 11.8.
2. Contractor shall comply with all requirements of the insurers issuing policies. The carrying of insurance shall not relieve Contractor from any obligation under this Agreement. If any claim exceeding the amount of any deductibles or self-insured reserves is made by any third Person against Contractor or any Contractor or subcontractor on account of any occurrence related to this Agreement, Contractor shall promptly report the facts in writing to the insurance carrier and to City.

If Contractor fails to procure and maintain any insurance required by this Agreement, City may take out and maintain, at Contractor's expense, such insurance as it may deem proper and recover costs from the Contractor's Performance Bond and/or Letter of Credit provided under Sections 11.8 and 11.10.

I. Cyber Liability. Contractor will maintain cyber liability insurance with a combined single limit of not less than One Million (\$1,000,000) per event. Contractor's cyber policy must include language related to Contractor data breach. Contractor shall verify by providing City Contract Manager a copy of the Declarations Page for the policy for City review prior to the Commencement Date.

The insurance required by this subsection includes:

1. Premises Operations;
2. Independent Contractor's Protective;
3. Automobile Liability that includes Owned, Non-Owned, and Hired Motor Vehicles;
4. Broad Form Property Damage, including Completed Operations.

J. Proof of insurance shall be mailed to the following address or any subsequent address as may be directed in writing by the City.

City Manager

City of Diamond Bar
 21810 Copley Driver
 Diamond Bar, CA 91765

K. Modification of Insurance Requirements. The insurance requirements provided in this Agreement may be modified or waived by the City, in writing, upon the request of the Contractor if the City determines such modification or waiver is in the best interest of the City considering all relevant factors, including exposure to the City.

L. Rights of Subrogation. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the City with the express intention of the Parties being that the required insurance coverage protects both Parties as the primary coverage for any and all losses covered by the above-described insurance. The Contractor shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against the City for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the City is named as an additional insured shall not apply to the City.

M. Failure to Obtain Insurance. The failure of the Contractor to obtain and maintain any required insurance shall not relieve Contractor of any liability under this Agreement (and the Contractor may be answerable to the City for damages or any other remedy on account of such breach) nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

N. No Limitation of Liability. By requiring insurance herein, City does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.

11.9 FAITHFUL PERFORMANCE BOND

The Contractor shall, prior to the initial date of the term of this Agreement, execute and file with the Clerk of the Council a surety bond in the penal sum of One-Hundred Twenty-Five Thousand Dollars (\$125,000), similar to the form provided in Exhibit 6 or otherwise in a form with language that is acceptable to the City, which secures the faithful performance of this Agreement, including, without limitation, payment of any penalty and the funding of any work to cure a breach of this Agreement, unless such requirement is waived by the City Manager. The bond shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be released only upon written release from City per Section 11.11

11.10 FAITHFUL PERFORMANCE LETTER OF CREDIT

A. In addition to a corporate surety bond as noted in Section 11.9 above, Contractor shall

furnish an irrevocable letter of credit in the amount of One Hundred Twenty-five Thousand Dollars (\$125,000), from a financial institution acceptable to the City and in a form acceptable to the City Attorney as security for the performance of this Agreement the "LOC"). The LOC shall be the sole responsibility of Contractor, shall be unconditional and remain in force during the entire Term of the Agreement and shall be released only upon written release from City per Section 11.11.

B. As an alternative to providing the performance bond and letter of credit required under 11.9 and 11.10, Contractor may provide a letter of credit in the amount of Two-Hundred Fifty Thousand Dollars (\$250,000). The letter of credit shall be from a financial institution acceptable to the City in a form acceptable to the City Attorney as security for the performance of this Agreement. The LOC shall be the sole responsibility of Contractor, shall be unconditional and remain in force during the entire Term of the Agreement and shall be released only upon written release from City per Section 11.11.

C. As an alternative to providing the performance bond and letter of credit required under 11.9 and 11.10, Contractor may deposit funds, on terms satisfactory to City, in an interest-bearing account at an institution satisfactory to both City and Contractor. Contractor may replace any required amount of the performance bond requirement, or the LOC requirement with an equivalent deposit. The deposit shall be accessible to the City immediately without action required by Contractor. The deposit shall be accessible to the City immediately without penalty, unless the funds on deposit are increased in excess of the total Two-Hundred Fifty Thousand Dollars (\$250,000) required under Sections 11.9 and 11.10A by the maximum amount of the total potential penalty. The funds on deposit shall be the sole responsibility of the Contractor, shall be unconditional and remain on deposit during the entire Term of the Agreement and shall be withdrawn to Contractor's custody only upon written release from City per Section 11.11.

11.11 FORFEITURE OF PERFORMANCE BOND

In the event Contractor shall for any reason become unable to, or fail in any way to, perform as required by this Agreement, City may declare a portion or all of the performance bond forfeited to the City up to an amount which is necessary to recompense and make whole the City. Upon partial or full forfeiture of the performance bond, Contractor shall restore the performance bond to its face amount within thirty (30) days of the City's declaration. Failure to restore the performance bond to its full amount within thirty (30) days shall be a material breach of the Agreement.

11.12 FORFEITURE OF LETTER OF CREDIT

Thirty (30) days following City providing Contractor with written notice of its failure to pay City any amount owing under this Agreement, the LOC or deposit may be drawn upon by City for purposes including, but not limited to:

- A. Payment of sums due under the terms of this Agreement which Contractor has failed to timely pay to City
- B. Reimbursement of costs borne by City to correct violations of this Agreement not corrected

by Contractor, including but not limited to the liquidated damages described in Section 13.7.

City may draw upon the entire LOC and convert it to a cash deposit, or draw upon the entire deposit, if Contractor fails to cause it to be extended or replaced with another satisfactory LOC or deposit no later than 60 days prior to its expiration during the term hereof. If City partially draws down LOC or deposit, Contractor must restore it to full amount within 30 days of City's draw. Failure to restore the LOC or deposit to its full amount within thirty (30) days shall be a material breach of the Agreement.

11.13 PERFORMANCE SECURITY BEYOND SERVICE TERM

Some Agreement requirements extend beyond the Term and other requirements, such as minimum Diversion rates per Section 5.2, will not be substantiated until after the final service date. Therefore, the Contractor shall not terminate the performance bond, letter of credit or deposit, and will renew them to ensure continuous availability to the City, until receiving a written release from the City or until the second anniversary of the end of the Term. Permission from the City to discontinue holding these performance securities does not relieve Contractor of payments to the City that may be due, or may become due.

ARTICLE 12: CITY'S RIGHT TO CONTRACT WITH THIRD PARTIES TO PERFORM FRANCHISE SERVICES

12.1 GENERAL

In the event that Contractor, for any reason whatsoever, fails, refuses or is unable to Collect, Recycle, Process, Transport, or Dispose of any or all Solid Waste which it is required by this Agreement, at the time and in the manner provided in this Agreement, for a period of more than two business days, excluding Saturday, Sunday and Designated Holidays, and if, as a result thereof, Solid Waste should accumulate in City to such an extent, in such a manner, or for such a time that such accumulation endangers or menaces the public health, safety or welfare, then City shall have the right, but not the obligation, upon twenty-four (24) hour prior written notice to Contractor during the period of such emergency as determined by City, (1) to perform, or cause to be performed, such services itself with its own or other personnel without liability to Contractor; or (2) to take possession of any or all of Contractor's equipment used in the Collection and Transportation of Solid Waste, and to use such equipment to Collect and Transport any Solid Waste generated within City which Contractor would otherwise be obligated to Collect, Transport and properly Dispose of or Process pursuant to this Agreement. Further, the City shall have access to the MRF and composting facilities used by the Contractor for the Processing, Recycling and Organics Diversion of Solid Waste produced or accumulated with the City.

Notice of Contractor's failure, refusal or neglect to Collect, Transport and properly Dispose of or Process Solid Waste may be given orally by telephone to Contractor at its principal office and shall be effective immediately. Written confirmation of such oral notification shall be sent to

Contractor within one business day, excluding Saturday, Sunday and Designated Holidays of the oral notification. Contractor further agrees that in such event:

- A.** It will take direction from City to effect the transfer of possession of equipment to City for City's use.
- B.** It will, if City so requests, keep in good repair and condition all of such equipment and provide such other service as may be necessary to maintain said property in operational condition.
- C.** City may immediately engage all or any personnel necessary or useful for the Collection and Transportation of Solid Waste then employed by Contractor.

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 13.8, City shall pay to Contractor the reasonable rental value of the equipment and facilities, possession of which is taken by City, for the period of City's possession, if any, which extends beyond the period of time for which Contractor has rendered bills in advance of service, for the class of service involved.

12.2 TEMPORARY POSSESSION OF CONTRACTOR'S PROPERTY

If City suffers an interruption or discontinuance of service (including interruptions and discontinuance due to events described in Section 13.8), City may take possession of and use all of Contractor's property described above until other suitable arrangements can be made for the provision of Solid Waste Services which may include the grant of a Franchise to another waste hauling company.

12.3 BILLING AND COMPENSATION TO CITY DURING CITY'S POSSESSION

During such time that City is providing Solid Waste Services, as above provided, Contractor shall bill and Collect payment from all users of the above-mentioned services as described in Section 6.1 Contractor further agrees that, in such event, it shall reimburse City for any and all costs and expenses incurred by City in taking over possession of the above-mentioned equipment and property for Solid Waste service in such manner and to an extent as would otherwise be required of Contractor under the Terms of this Agreement. Such reimbursement shall be made from time to time after submission by City to Contractor of each statement listing such costs and expenses, but in no event later than five (5) Work Days from and after each such submission.

12.4 CITY'S RIGHT TO RELINQUISH POSSESSION

It is further mutually agreed that City may at any time at its discretion relinquish possession of any or all of the above-mentioned property to Contractor and thereupon demand that Contractor resume the Solid Waste Services as provided in this Agreement, whereupon Contractor shall be bound to resume the same.

12.5 CITY'S POSSESSION NOT A TAKING

Except as otherwise expressly provided in the previous paragraph, City's exercise of its rights under this Article, 1) does not constitute a taking of private property for which compensation must be paid, 2) will not create any liability on the part of City to Contractor, and 3) does not exempt Contractor from any of the indemnity and insurance provisions of this Agreement, which are meant to extend to circumstances arising under this Section provided that the Contractor is not required to indemnify the City against claims and damages arising from the active negligence of the City, its elected and appointed boards, commissions, officers, employees and agents in the operation of Collection vehicles during the time the City has taken possession of such vehicles.

12.6 DURATION OF CITY'S POSSESSION

City's right pursuant to this Article to retain temporary possession of Contractor's facilities and equipment, and to render Collection services, shall terminate when City determines that such services can be resumed by Contractor, or when City no longer reasonably requires such property or equipment. In any case, City has no obligation to maintain possession of Contractor's property or equipment and/or continue its use for any period of time and may at any time, in its sole discretion, relinquish possession to Contractor.

ARTICLE 13: DEFAULT AND REMEDIES

13.1 EVENTS OF DEFAULT

Contractor's breach of each and any provision of the Franchise or this Agreement may constitute a default hereunder to the extent Contractor's performance, services or obligations under this Agreement are materially and adversely impacted. Events of default by the Contractor include, but are not limited to, the following.

A. Fraud or Deceit or Misrepresentation. If the Contractor engages in, or attempts to practice, any fraud or deceit upon City or makes a misrepresentation regarding material information to City.

B. Insolvency or Bankruptcy. If Contractor becomes insolvent, unable, or unwilling to pay its debts, files a bankruptcy petition or takes steps to liquidate its assets.

C. Failure to Maintain Coverage. If Contractor fails to provide or maintain in full force and effect the Workers' Compensation, liability, performance bond, letter of credit, or indemnification coverage as required by this Agreement.

D. Violations of Regulation. If Contractor violates any orders or filings of any regulatory body having jurisdiction over Contractor relative to this Agreement, provided that Contractor may contest any such orders or filings by appropriate proceedings conducted in good

faith, in which case no breach of the Franchise and this Agreement shall be deemed to have occurred until a final decision adverse to the Contractor is entered.

E. Failure to Perform. If Contractor ceases to provide all or a portion of the Collection, Processing or Recycling services, or any other Solid Waste Services as required under this Agreement for a period of seven (7) consecutive days or more, unless, and only to the extent, performance is excused pursuant to Section 13.8.

F. Failure to Pay. If Contractor fails to make any payments required under this Agreement and/or refuses to provide City, within ten (10) days of the demand, with required information, reports, and/or records in a timely manner as provided for in the Agreement.

G. Failure to Cooperate with Audits. Failure to complete, perform or cooperate with any audit as described by this Agreement.

H. Failure to Submit Reports or Documentation. Failure to complete or to provide required reports or documents to City as required by this Agreement.

I. Acts or Omissions.

1. Any act or omission by Contractor relative to the services provided under this Agreement which violates the terms, conditions, or requirements of this Agreement, the California Integrated Waste Management Act of 1989, as it may be amended from time to time (AB 939), or any law, statute, ordinance, order, directive, rule, or regulation issued pursuant to AB 939 shall constitute a default by the Contractor. Any failure to correct or remedy any such violation within the time set in the written notice of the violation or, if Contractor cannot reasonably correct or remedy the breach within the time set forth in such notice, Contractor's failure to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter shall constitute a default by Contractor.

2. Any situation in which Contractor or any of its officers, directors or employees are found guilty of any crime related to the performance of this Agreement, or of any crime related to anti-trust activities, illegal Transport or Disposal of hazardous or toxic materials, or bribery of public officials shall constitute a default by Contractor. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty as well as any admission of guilt by Contractor or any of Contractor's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge."

J. False or Misleading Statements. Any representation or disclosure made to City by Contractor in connection with or as an inducement to entering into this Agreement, or any future amendment to this Agreement, which proves to be 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 Agreement.

K. Attachment. The seizure of, attachment of, or levy on, the operating equipment of Contractor, including, without limits, its equipment, maintenance or office facilities, or any part thereof.

L. Suspension or Termination of Service. Any termination or suspension of the transaction of business by Contractor, including, without limitation, due to labor unrest including strike, work stoppage or slowdown, sick- out, picketing, or other concerted job action lasting more than seven (7) consecutive days, unless, and only to the extent, performance is excused pursuant to Section 13.8, or Section 6.1.10.

M. Failure to Provide Assurance of Performance. If Contractor fails to provide reasonable assurances of performance as required under Section 13.10.

N. Commingling of Recyclables With Refuse/Landfilling of Recyclables. If Contractor negligently or willfully empties Containers of properly set out Recyclable Materials or Organics into a Refuse load, or Transports a load of Recyclable Materials or Organics to a Landfill or other location at which the material will not be Diverted from Landfill Disposal.

O. Failure to Comply with Requirements of SB 1383 Regulations. The Contractor fails to comply with requirements of the Agreement including public education, reporting, contamination monitoring, recordkeeping, or other obligations of this Agreement that delegate City's responsibility and/or authority under SB 1383 Regulations to Contractor.

P. Diversion Requirement. If Contractor does not reach Diversion requirements per Section 5.2 for two consecutive Rate Years.

Q. Failure to Provide and Maintain Performance Bond and/or Letter of Credit and/or Deposit. Contractor fails to restore the full balance of the Performance Bond and/ or Letter of Credit and/ or deposit required under Sections 11.9 and 11.10 to the full required value within 30 days of being depleted due to payment to City under Sections 11.11 or 11.12, or Contractor allows any of the securities at any time for any other reason to lapse or fall below required minimums for any period of time.

13.2 RIGHT TO TERMINATE UPON DEFAULT AND RIGHT TO SPECIFIC PERFORMANCE

The City may terminate this Agreement immediately upon written notice to the Contractor in the event the Contractor defaults under Article 13.1.Q entitled, "Failure to Provide and Maintain Performance Bonds and/or Letter of Credit and/or Deposit."

The Contractor shall be given ten (10) Business Days from written notification by the City to cure any default which, in the CITY's sole opinion, creates a potential public health and safety threat.

The Contractor shall be given ten (10) Business Days from written notification by the City to cure any default arising under subsections E, F, G, H, K, L, M, N, and Q in Article 13.1 provided, however, that the City shall not be obligated to provide Contractor with a notice and cure

opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period.

The Contractor shall be given thirty (30) calendar days from written notification by the City to cure any other default (which is not required to be cured within ten (10) Business Days); however, the City shall not be obligated to provide Contractor with a notice and cure opportunity if the Contractor has committed the same or similar breach/default within a twenty-four (24) month period. Failure to allege breach/default shall not constitute waiver by the City.

13.3 CITY'S REMEDIES IN THE EVENT OF DEFAULT

Upon the Contractor's default, the City shall be entitled to unilaterally terminate this Agreement or impose other such sanctions as it shall deem proper pursuant to the provisions in this Agreement or the Diamond Bar City Code, including the following remedies.

- A. Waiver of Default.** The City may waive any event of default or may waive Contractor's requirement to cure a default event if the City determines that such waiver would be in the best interest of the City. The City's waiver of an event of default is not a waiver of future events of default that may have the same or similar conditions.
- B. Suspension of the Contractor's Obligation.** The City may suspend Contractor's performance of its obligations if the Contractor fails to cure default in the time frame specified in Article 13.2 until such time the Contractor can provide assurance of performance in accordance with the terms of this Agreement.
- C. Liquidated Damages.** The City may assess Liquidated Damages for the Contractor's failure to meet specific performance standards pursuant to Section 13.7.
- D. Termination.** In the event that the Contractor should default and subject to the right of the Contractor to cure, in the performance of any provisions of this Agreement, and the default is not cured for any default within ten (10) calendar days if the default creates a potential public health and safety threat or arises under Section 13.1. E, F, G, H, K, L, M, Q and or otherwise thirty (30) calendar days after receipt of written notice of default from the City, then the City may, at its option, terminate this Agreement.

In the event the CITY decides to terminate this Agreement, the City shall serve twenty (20) calendar days written notice of its intention to terminate upon Contractor and will not be required by this Agreement to take any further action such as hold any hearing, commence legal action, or take any other action.

In the event the City exercises its right to terminate this Agreement, the City may, at its option, upon such termination, either directly undertake performance of the services or arrange with other Persons to perform the services with or without a written agreement. Contractor shall not be entitled to any further revenues from Collection operations authorized hereunder from and after the date of termination.

This right of termination is in addition to any other rights of the City upon a failure of the Contractor to perform its obligations under this Agreement.

E. Other Available Remedies. The City's election of one (1) or more of the remedies described herein shall not limit the City from any and all other remedies at law and in equity including injunctive relief and / or specific performance of any breach of this Agreement.

13.4 CRIMINAL ACTIVITY

Should the Contractor or any of its officers, directors or employees be found guilty of criminal conduct related to the performance of this Contract, or of criminal conduct related to anti-trust activities, illegal Transport or Disposal of hazardous or toxic materials, or bribery of public officials, the City reserves the right to unilaterally terminate this Contract or impose other such sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it shall deem proper. Such action shall be taken after Contractor has been given notice and opportunity to present evidence in mitigation. The term "found guilty" shall be deemed to include any judicial determination that Contractor or any of Contractor's officers, directors or employees is guilty and any admission of guilt by Contractor or any of Contractor's officers, directors or employees including, but not limited to, the plea of "guilty", "nolo contendere", "no contest", and "guilty to a lesser charge" entered as part of any plea bargain.

13.5 POSSESSION OF RECORDS UPON TERMINATION

In the event of termination for an event of default, the Contractor shall furnish the Contract Administrator with immediate access to all of its business records, including without limitation, proprietary Contractor computer systems, related to its Customers, Collection routes, and billing of accounts for Collection services in the City of Diamond Bar.

13.6 CITY'S REMEDIES CUMULATIVE; SPECIFIC PERFORMANCE

The City's rights to terminate this Agreement under Article 13.3, and to take possession of the Contractor's records under Article 13.5 are not exclusive, and the City's termination of this Agreement and/or the imposition of Liquidated Damages shall not constitute an election of remedies. Instead, these rights shall be in addition to any and all other legal and equitable rights and remedies, including but not limited to termination, which the City may have.

13.7 LIQUIDATED DAMAGES

A. General. City finds, and Contractor agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent of damages which shall be incurred by City as a result of a breach by Contractor of certain specific obligations under this Agreement. The factors relating to the impracticability of ascertaining damages include, but are not limited to, the fact that: (i) substantial damage results to members of the public who are denied services or denied quality or reliable service; (ii) such breaches cause inconvenience, anxiety, frustration, and deprivation of the benefits of the Agreement to individual members of the general public for whose benefit this Agreement exists, in subjective ways and in varying degrees of intensity which are incapable of measurement in precise monetary terms; (iii) that the services that are the subject of this Agreement might be available at substantially lower

costs than alternative services and the monetary loss resulting from denial of services or denial of quality or reliable services is impossible to calculate in precise monetary terms; and (iv) the termination of this Agreement for such specific breaches, and other remedies are, at best, a means of future correction and not remedies which make the public whole for past breaches.

B. Service and Diversion Performance Standards; Liquidated Damages for Failure to Meet Standards. The parties further acknowledge that consistent, reliable Solid Waste Service is of utmost importance to City and that City has considered and relied on Contractor's representations as to its quality-of-service commitment in entering into this Agreement. 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 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 right to treat such breaches as an event of default under this Article 13, the Parties agree that the following liquidated damage amounts represent a reasonable estimate of the amount of such damages for such specific breaches, considering all of the circumstances existing on the date of this Agreement, including the relationship of the sums to the range of harm to City that reasonably could be anticipated and the anticipation that proof of actual damages would be costly or impractical. In placing their initials at the places provided, each party specifically confirms the accuracy of the statements made above and the fact that each party has had ample opportunity to consult with legal counsel and obtain an explanation of the liquidated damage provisions at the time that the Agreement was made.

Contractor
Initial Here _____

City
Initial Here _____

The Contractor agrees to pay (as Liquidated Damages and not as a penalty) the following amounts:

LIQUIDATED DAMAGES	
1. Collection Reliability	Amount
A. For each failure to commence service in compliance with Section 3 to a new Customer account within seven (7) days after order, which exceeds five (5) such failures annually.	\$150.00 per occurrence.
B. For each failure, which exceeds ten (10) such failures annually, to Collect Solid Waste from any established Customer account on the scheduled Collection day and not make up the Collection within the time allotted per Section 4.1.2.	\$100.00 per occurrence.

LIQUIDATED DAMAGES	
2. Collection Quality	
A. For each occurrence of noise in excess of what is permitted under Applicable Law or discourteous behavior by Contractor's employees to Customers which exceed ten (10) annually.	\$250.00 per occurrence.
B. For each occurrence of Collecting Solid Waste during unauthorized hours which exceeds five (5) such occurrences annually.	\$250.00 per occurrence.
C. For each failure to clean up Solid Waste spilled during Collection or Transportation within ninety (90) minutes that exceeds ten (10) such failures annually.	\$150.00 per occurrence.
D. For each occurrence of failure to verify that Customer has obtained an encroachment permit from the City prior to Contractor placing a Container in the public right-of-way as per Section 3.3.6, 3.4, and 3.5 which exceeds ten (10) such occurrences annually.	\$100.00 per occurrence.
3. Collection Responsiveness	
A. For each failure to initially respond to a Customer complaint within one (1) business day per Section 6.2.3, and for each additional day on which the complaint is not addressed, which exceed five (5) annually.	\$150 per occurrence.
C. For each failure to remove graffiti from Containers, or to replace with Containers bearing no graffiti, within three (3) business days of request from City or Customer.	\$50 per occurrence.
D. For each failure to repair or replace a damaged or missing Container within three (3) business days of request from City or Customer in accordance with Section 4.3.1(M).	\$50 per occurrence.
E. For each violation under Section 6.2.4 (one month of excessive complaints or one quarter of excessive delays in answering customer service calls).	\$250 per occurrence.
F. For each occurrence of inaccurate information being provided to Customers by Contractor's customer service department which exceeds five (5) such occurrences annually.	\$100 per occurrence.
G. For each failure to issue a Warning Notice due to Container Contamination or Excluded Waste per Section 3.3.10 or 4.1.13 which exceeds ten (10) such occurrences annually.	\$100 per Occurrence.
4. Diversion & SB 1383 Compliance	Amount
A. Failure to deliver Collected Recyclables or Organics to the appropriate Processing Facility per Section 5.2.1.	\$250 per load.
B. Failure to report loads rejected or not delivered to the Processing Facility due to excessive contamination.	\$250 per load.
C. Failure to perform Route Reviews or Waste Audits	\$250 per occurrence.

LIQUIDATED DAMAGES	
D. For each calendar year, beginning September 1, 2025, and ending on August 31, 2035, in which Contractor fails to provide documentation to the City within thirty (30) days of year-end, supporting that it Diverted at least 75%, or the State-mandated Construction and Demolition Diversion percentage, whichever is greater, of all Construction and Demolition Debris loads it Collects under this Agreement.	\$25 for each ton below tonnage level necessary to meet State-mandated Construction and Demolition Diversion goal, whichever is greater.
5. Timeliness of Submissions to City	Amount
A. Any report shall be considered late until such time as a complete report is received by City in accordance with Section 8.3. For each calendar day a report is late, the daily liquidated damage amount shall be. i) Monthly Reports: ii) Annual Reports:	\$50 per day. \$150 per day.
6. Accuracy of Billing	Amount
A. Each Customer invoice that is not prepared in accordance with the City's approved rate schedule, in excess of ten (10) annually:	\$25 per occurrence
7. Customer Education and Outreach	Amount
A. Failure to complete the Initial Mailing per Section 6.3.1(A), and thereafter the Annual Brochure/Mailing per 6.3.1(D), by June 30 of any Rate Year.	\$1,000 per Rate Year
8. Cooperation with Service Provider Transition	
A. For each day the rout list and/or Customer information requested by City in accordance with Section 14.9 is received after City-established due dates.	\$250.00 per day.
B. For each day delivery of keys, access codes, remote controls, or other means of access to Solid Waste Containers is delayed beyond the time described in Section 14.9.	\$250.00 per day.

The City may determine the occurrence of events giving rise to liquidated damages through the observation by its own employees or representatives, investigation of Customer complaints or self-reporting by the Contractor.

Prior to assessing liquidated damages, City shall give Contractor notice of its intention to do so. The notice will include a brief description of the incident(s)/non-performance. Contractor may review (and make copies at its own expense) all information in the possession of City relating to incident(s)/non-performance. Contractor may, within ten (10) days after receiving the notice, request a meeting with City. Contractor may present evidence in writing and through testimony of its employees and others relevant to the incident(s)/non-performance. City will provide Contractor with a written explanation of its determination on each incident(s)/non-performance prior to authorizing the assessment of liquidated damages. The decision of City shall be final.

C. Amount. 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.

D. Timing of Payment. Contractor shall pay any liquidated damages assessed by City in accordance with this Agreement within ten (10) days after they are assessed. If they are not paid within the ten (10) day period, City may proceed against the performance bond required by the Agreement or find Contractor in default and terminate this Agreement pursuant to Section 13.1, or both.

13.8 SUSPENSION OF PERFORMANCE

13.8.1 FORCE MAJEURE

The Parties shall be excused from performing their respective obligations hereunder and from any obligation to pay Liquidated Damages to the extent and for the period of time they are prevented from so performing by reason of floods, earthquakes, pandemics, other acts of nature, 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.

The interruption or discontinuance of Contractor's services caused by one (1) or more of the events excused shall not constitute a default by Contractor under this Agreement provided that other services delivered to properties in Diamond Bar (such as and without limitation electricity, gas, water, or Solid Waste Services) have been similarly disrupted as a direct result of the catastrophic event. Notwithstanding the foregoing, however, if Contractor is excused from performing its obligations hereunder for any of the causes listed in this section, City may contract with another provider to perform all or part of this Agreement until such time Contractor is able to perform. If Contractor is unable to renew its performance of this Agreement for a period of thirty (30) days or more, where the City is not significantly impacted by the catastrophic event, City shall nevertheless have the right, in its sole discretion, to terminate this Agreement by giving ten (10) days' notice.

13.8.2 LABOR UNREST

Labor unrest, including work stoppage or slowdown or sick-out conducted by Contractor's employees or directed at Contractor is excused from performance only to the extent that the following requirements are met:

- Contractor provides a contingency plan to the City prior to the execution of this Agreement demonstrating how services will be provided. Plan is subject to City Manager approval and Contractor shall amend plan until it meets City requirements, including reasonably demonstrating how City's basic Collection and sanitary needs will be met to the City's satisfaction.
- Contractor shall meet all requirements of this plan; if Contractor does not meet all requirements, City may choose to revoke this excuse from performance offered under

this Agreement and may choose to use enforcement provisions under this Agreement, including Sections 13.1, 13.2 and 13.3.

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.

The interruption or discontinuance of Contractor's services caused by labor-related events excused under this Section 13.8.2 shall not constitute a default by Contractor under this Agreement. Notwithstanding the foregoing, however, if Contractor 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, City shall nevertheless have the right, at its sole discretion, to terminate this Agreement by giving ten (10) days' notice, and may contract with another party for Solid Waste Services.

13.9 DISPUTE RESOLUTION

Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this section.

13.9.1 NEGOTIATION AND MEDIATION

The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the Parties' authorized representatives. The disputing Party shall give the other Parties written notice of any dispute. Within five (5) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within ten (10) days of the first meeting, any Party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to all Parties and shall conclude within thirty (30) days of its commencement, unless the Parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the Parties shall enter into a written agreement for the mediation services with each Party paying a pro rata share of the mediator's fee, if any. The mediation shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association; provided, however, that no consequential damages shall be awarded in any such proceeding and each Party shall bear its own legal fees and expenses.

13.9.2 CONFIDENTIALITY

All negotiations and any mediation conducted pursuant to this section shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152 of the California Evidence Code shall apply, which Section is incorporated in this Agreement by reference.

13.9.3 INJUNCTIVE RELIEF

Notwithstanding the foregoing provisions, a Party may seek a preliminary injunction or other provisional judicial remedy if in its judgment such action is necessary to avoid irreparable damage or to preserve the status quo.

13.9.4 CONTINUING OBLIGATION

Each Party shall continue to perform its obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

13.9.5 FAILURE OF MEDIATION

If after good faith efforts to mediate a dispute under the terms of this Agreement the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity before a court of competent jurisdiction and with venue in Los Angeles County.

13.10 ASSURANCE OF PERFORMANCE

City may, at its option and in addition to all other remedies it may have, demand from Contractor reasonable assurances of timely and proper performance of this Agreement, in such form and substance as City may require. If Contractor 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.

ARTICLE 14: OTHER AGREEMENTS OF THE PARTIES

14.1 RELATIONSHIP OF PARTIES

The parties intend that Contractor shall perform the services required by this Agreement as an independent Contractor engaged by City and not as an officer or employee of City nor as a partner of or joint venture with City. No employee or agent of Contractor shall be or shall be deemed to be an employee or agent of City. Except as expressly provided herein, Contractor shall have the exclusive control over the manner and means of conducting the Solid Waste Services performed under this Agreement, and all Persons performing such services. Contractor shall be solely responsible for the acts and omissions of its officers, employees, Companies, Subcontractors and agents. Neither Contractor nor its officers, employees, Companies, Subcontractors 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 City.

14.2 COMPLIANCE WITH LAW

In providing the services required under this Agreement, Contractor shall at all times, at its sole cost, comply with all Applicable Laws.

14.3 GOVERNING LAW

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California.

14.4 JURISDICTION

Except for those matters where Federal Courts have exclusive jurisdiction, any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of the State of California, which shall have exclusive jurisdiction over such lawsuits. With respect to venue, the Parties agree that this Agreement is made in and will be performed in Los Angeles County.

14.5 ASSIGNMENT

Except as may be provided for in Article 12, neither party shall assign its rights, nor delegate, subcontract or otherwise transfer its obligations under this Agreement to any other Person without the prior written consent of the other party. Any such assignment made without the consent of the other party shall be void and the attempted assignment shall constitute a material breach of this Agreement.

For purposes of this section the term "assignment" shall be given the broadest possible interpretation, and shall include, but not be limited to (i) a sale, exchange or other transfer of substantially all of Contractor's assets dedicated to service under this Agreement to a third party; (ii) a sale, exchange or other transfer of outstanding common stock of Contractor to a third party provided said sale, exchange or transfer may result in a change of control of Contractor; (iii) any dissolution, reorganization, consolidation, merger, re-capitalization, stock issuance or re-issuance, voting trust, pooling agreement, escrow arrangement, liquidation or other transaction which results in a change of ownership or control of Contractor; (iv) any assignment by operation of law, including those resulting from mergers or acquisitions by or of Contractor of any of its Affiliates, insolvency or bankruptcy, making assignment for the benefit of creditors, writ of attachment for an execution being levied against this Agreement, appointment of a receiver taking possession of Contractor's property, or transfer occurring in the event of a probate proceeding; and (v) any combination of the foregoing (whether or not in related or contemporaneous transactions) which has the effect of any such transfer or change of ownership, or change of control of Contractor.

Contractor acknowledges that this Agreement involved rendering a vital service to City's residents and businesses, and that City has selected Contractor to perform the services specified herein based on (1) Contractor's experience, skill and reputation for conducting its Solid Waste Services in a safe, effective and responsible fashion, at all times in keeping with applicable Environmental Laws, regulations and best Solid Waste management practices, and (2) Contractor's financial resources to maintain the required equipment and to support its indemnity obligations to City

under this Agreement. City has relied on each of these factors, among others, in choosing Contractor to perform the services to be rendered by Contractor under this Agreement.

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

- A. Contractor shall pay to City in advance of consideration of any assignment a flat fee of \$250,000 for expenses for City staff costs, consultant and attorney's fees and investigation 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;
- B. Contractor shall pay the City a transfer fee equal to 1% of the gross revenues times the number of years (pro-rated for partial years) remaining under this Agreement (based on actual rate revenues for the prior 12-months), plus the City's costs of processing and evaluating the assignment request;
- C. Contractor shall furnish City with audited financial statements of the proposed assignee's operations for the immediately preceding three (3) operating years;
- D. A proforma financial statement (income statement and balance sheet) for the proposed assignee with the projected results of operations assuming that the assignment is completed. Such proforma financial statement shall reflect any debt to be incurred by the assignee as part of the acquisition of Contractor's operations; and,
- E. Contractor shall furnish 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 sale of operations conducted by Contractor under this Agreement; (ii) that in the last five (5) years, the proposed assignee has not suffered any significant citations or other censure from any federal, state or local agency having jurisdiction over its Solid Waste management operations due to any significant failure to comply with state, federal or local Environmental Laws and that the assignee has provided City with a complete list of such citations and censures; (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 Solid Waste management practices in full compliance with all federal, state and local laws regulating the Collection and Disposal of Solid Waste including Hazardous Material; and, (v) of any other information required by City to ensure the proposed assignee can fulfill the Terms of this Agreement in a timely, safe and effective manner.

Under no circumstances shall City be obliged to consider any proposed assignment by City if Contractor is in default at any time during the period of consideration.

14.6 AFFILIATED COMPANIES

Contractor's accounting records shall be maintained on a basis showing the results of Contractor's operations under this Agreement separately from operations in other locations, as if Contractor

were an independent entity providing service only to City. The costs and revenues associated with providing service to City shall not be combined, consolidated or in any other way incorporated with those of other operations conducted by Contractor in other locations, or with those of an Affiliate. If Contractor enters into any financial transactions with a Related Party Entity for the provision of labor, equipment, supplies, services, capital, etc., related to the furnishing of service under this Agreement, that relationship shall be disclosed to City, and in the financial reports submitted to City. In such event, City's rights to inspect records, and obtain financial data shall extend to such Related Party Entity or entities.

14.7 CONTRACTING OR SUBCONTRACTING

Contractor shall not engage any contractors or subcontractors for the Collection of Solid Waste.

14.8 BINDING ON ASSIGNS

The provisions of this Agreement shall inure to the benefit to and be binding on the permitted assigns (if any) of the Parties.

14.9 TRANSITION TO NEXT CONTRACTOR

Prior to, and at, the end of the Term or in the event this Agreement is terminated for cause prior to the end of the Term, Contractor shall cooperate fully with City and any subsequent Solid Waste enterprise it designates to assure a smooth transition of Solid Waste Services. Contractor's cooperation shall include, but not be limited to, providing route lists, Billing information and other operating records needed to service all Premises covered by this Agreement.

In recognition of the difficulty inherent in Customer's difficulty or inability to store two sets of Containers, Contractor shall remove its Containers in coordination with the distribution of Containers by the incoming service provider. Contractor shall cooperate with the City and incoming service provider in agreeing to the timing of Container removal; if parties cannot agree on a phase-out schedule and Contractor does not remove Containers in a timely manner that requires Customers to store two Containers, City, incoming service provider, or another entity may remove Contractor's Containers and seek cost reimbursement from Contractor through its performance bond, letter of credit or other means. The failure to cooperate with City following termination shall be conclusively presumed to be grounds for specific performance of this covenant and/or other equitable relief necessary to enforce this covenant.

Contractor shall, to the maximum extent feasible, provide a new service provider with all keys, security codes and remote controls used to access garages and Bin enclosures. Contractor shall be responsible for coordinating transfer immediately after Contractor's final pickups, so as not to disrupt service. Contractor shall provide City with detailed route sheets containing service names and addresses, billing names and addresses, monthly rate, and service levels (quantity, material type, and size of Containers and pickup days) at least 90 days prior to the transition date, and provide an updated list two weeks before the transition and a final list of changes the day before the transition. Contractor shall provide means of access to the new service provider at least one full calendar day (excluding Saturday, Sunday, and Designated Holidays) prior to the first day of

Collection by another party, and always within sufficient time so as not to impede in any way the new service provider from easily servicing all Containers.

14.10 PARTIES IN INTEREST

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

14.11 WAIVER

The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach of violation of the same or any other provision. The subsequent acceptance by either party of any moneys 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 Agreement.

14.12 CONTRACTOR'S INVESTIGATION

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

14.13 NOTICE

All notices, demands, requests, proposals, approvals, consents, and other communications which this Agreement requires, authorizes, or contemplates 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:

If to the City:

City Manager
City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 92765

If to the Contractor:

Michael S. Hammer
President
WM Management Collection & Recycling Inc.
13940 Live Oak Ave
Baldwin Park, CA 91706

Copy to:

WM Southern California Market Area Headquarters
9081 Tujunga Ave.
Sun Valley, CA 91352
Attn: Legal Counsel

The address to which communications may be delivered may be changed from time to time by a written 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.

This notice shall also be sent by e- mail to the City Manager.

14.14 REPRESENTATIVE OF THE PARTIES

All actions to be taken by City shall be taken by the City Council except as expressly provided herein. The City Council may delegate authority to the City Manager, and/ or to other City employees and may permit such employees, in turn, to delegate some or all of such authority to subordinate employees. Contractor may rely upon actions taken by such delegates if they are within the scope of the authority so delegated to them.

Contractor shall, by the effective date, designate in writing a responsible officer who shall serve as the representative of Contractor in all matters related to the Agreement and shall inform City in writing of such designation and of any limitations upon his or her authority to bind Contractor. City may rely upon action taken by such designated representative as actions of Contractor unless they are outside the scope of the authority expressly delegated to him/ her by Contractor as communicated to City.

14.15 CITY FREE TO NEGOTIATE WITH THIRD PARTIES

City may investigate all options for the Collection, Transporting, Recycling, Processing and Disposal of Solid Waste for periods during which this Agreement has expired or been terminated. Without limiting the generality of the foregoing, City may solicit proposals from Contractor and from third parties for the provision of Solid Waste Services which are the subject of this Agreement, including without limitation Collection and Processing of Recyclable and Organic Materials, Disposal, and any combination thereof, and may negotiate and execute agreements for such services which will take effect upon the expiration or earlier termination of this Agreement pursuant to Section 13.2 or otherwise.

14.16 COMPLIANCE WITH MUNICIPAL CODE

Contractor shall comply with those provisions of the Diamond Bar City Code which are applicable, and with any and all amendments to such applicable provisions during the term of this Agreement.

14.17 PRIVACY

Contractor shall strictly observe and protect the rights of privacy of Customers. Information identifying individual Customers or the composition or contents of a Customer' s waste stream 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 AB 939. This provision shall not apply to reports or records provided to City pursuant to this Agreement.

14.18 PROPRIETARY INFORMATION, PUBLIC RECORDS

The City acknowledges that a number of the records and reports of Contractor are proprietary and confidential. Contractor is obligated to permit City inspection of its records on demand and to provide copies to City where requested. City will endeavor to maintain the confidentiality of all proprietary information provided by Contractor. Notwithstanding the foregoing, any documents provided by Contractor to City that are public records may be disclosed pursuant to the California Public Records Act.

ARTICLE 15: MISCELLANEOUS AGREEMENTS

15.1 ENTIRE AGREEMENT

This Agreement contains the entire integrated agreement and understanding concerning the subject matter herein and supersedes and replaces any prior negotiations, promises, proposals (including Contractor's Proposal), and agreements between the Parties, whether written or oral. The Parties acknowledge this document has been executed with the consent and upon the advice of counsel. Each of the Parties acknowledges that no Party or agent or attorney of any other party has made any promise, representation, or warranty, express or implied, not contained in this Agreement, to induce the other Party to execute this instrument.

15.2 SECTION HEADINGS

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

15.3 REFERENCES TO LAWS AND OTHER AGREEMENTS

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

15.4 INTERPRETATION

This Agreement, including the Exhibits attached hereto, 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.

15.5 AGREEMENT

This Agreement may not be modified or amended in any respect except by a writing signed by the Parties.

15.6 SEVERABILITY

Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance, and that same shall remain in full force and effect, unless enforcement of this Agreement, as so invalidated, would be unreasonable or inequitable under all the circumstances or would frustrate the purposes of this Agreement and/ or the rights and obligations of the parties hereto.

15.7 EXHIBITS

Each of Exhibits identified as Exhibit "1" through "8" is attached hereto and incorporated herein and made a part hereof by this reference.

15.8 ATTORNEYS' FEES

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding between the Parties in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to recover its reasonable attorney's fees and costs from the opposing Party. Attorneys' fees shall include attorney's fees on any appeal. A Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, expert fees, and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City and Contractor have executed this Agreement as of the day and year first above written.

CITY OF DIAMOND BAR

WASTE MANAGEMENT COLLECTION
AND RECYCLING, INC.

By: _____
Dan Fox
City Manager

By: _____
Mike Hammer
President, So. Cal. Area

Approved as to form:

By: _____
Omar Sandoval
City Attorney

By: _____
Steve Kanow
Vice President, So. Cal. Area

ATTEST:

By: _____
Kristina Santana
City Clerk

EXHIBITS 1-8:

Exhibit 1: Maximum Monthly Rates

Exhibit 2: Rate Adjustment Procedure

Exhibit 3: List of Designated Facilities

Exhibit 4: List of Diversion Program Materials

Exhibit 5: Corporate Guaranty

Exhibit 6: Contractor's Faithful Performance Bond

Exhibit 7: Report Format

Exhibit 8: Contractor's Proposal

EXHIBIT 1 - MAXIMUM MONTHLY RATES

TRASH CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
70 Gal Cart	\$38.37	\$69.07	\$99.77	\$130.47	\$161.17	\$191.87	\$46.45
98 Gal Cart	\$55.74	\$100.33	\$144.91	\$189.50	\$234.09	\$278.68	\$46.45
1.5 CY - 1st Bin	\$101.94	\$183.50	\$265.05	\$346.60	\$428.16	\$509.71	\$46.45
Each Addl Bin	\$91.75	\$165.15	\$238.55	\$311.95	\$385.36	\$458.76	\$46.45
2 CY - 1st Bin	\$116.75	\$210.15	\$303.55	\$396.95	\$490.35	\$583.75	\$46.45
Each Addl Bin	\$105.06	\$189.11	\$273.16	\$357.21	\$441.27	\$525.32	\$46.45
3 CY - 1st Bin	\$144.54	\$260.18	\$375.81	\$491.45	\$607.08	\$722.72	\$46.45
Each Addl Bin	\$130.08	\$234.14	\$338.21	\$442.27	\$546.33	\$650.40	\$46.45
4 CY - 1st Bin	\$183.00	\$329.40	\$475.80	\$622.20	\$768.61	\$915.01	\$46.45
Each Addl Bin	\$164.68	\$296.43	\$428.17	\$559.92	\$691.67	\$823.41	\$46.45
6 CY - 1st Bin	\$218.44	\$393.19	\$567.94	\$742.70	\$917.45	\$1,092.20	\$46.45
Each Addl Bin	\$196.59	\$353.87	\$511.14	\$668.41	\$825.69	\$982.96	\$46.45
TRASH COMPACTORS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
2 CY Compactor	\$233.50	\$420.30	\$607.10	\$793.89	\$980.69	\$1,167.49	\$92.89
3 CY Compactor	\$289.09	\$520.36	\$751.62	\$982.89	\$1,214.16	\$1,445.43	\$92.89
4 CY Compactor	\$366.00	\$658.80	\$951.61	\$1,244.41	\$1,537.21	\$1,830.01	\$92.89
RECYCLING CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
70 Gal Cart	\$19.19	\$34.54	\$49.89	\$65.24	\$80.59	\$95.94	\$23.23
98 Gal Cart	\$27.87	\$50.17	\$72.46	\$94.75	\$117.05	\$139.34	\$23.23
1.5 CY - 1st Bin	\$50.97	\$91.75	\$132.53	\$173.30	\$214.08	\$254.86	\$23.23
Each Addl Bin	\$45.88	\$82.58	\$119.28	\$155.98	\$192.68	\$229.38	\$23.23
2 CY - 1st Bin	\$58.38	\$105.08	\$151.78	\$198.48	\$245.18	\$291.88	\$23.23
Each Addl Bin	\$52.53	\$94.56	\$136.58	\$178.61	\$220.64	\$262.66	\$23.23
3 CY - 1st Bin	\$72.27	\$130.09	\$187.91	\$245.73	\$303.54	\$361.36	\$23.23
Each Addl Bin	\$65.04	\$117.07	\$169.11	\$221.14	\$273.17	\$325.20	\$23.23
ORGANICS CONTAINERS							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	Addl Pickup
70 Gal Cart	\$38.37	\$69.07	\$99.77	\$130.47	\$161.17	\$191.87	\$46.45
98 Gal Cart	\$55.74	\$100.33	\$144.91	\$189.50	\$234.09	\$278.68	\$46.45
2 CY - 1st Bin	\$116.75	\$210.15	\$303.55	\$396.95	\$490.35	\$583.75	\$46.45
Each Addl Bin	\$105.06	\$189.11	\$273.16	\$357.21	\$441.27	\$525.32	\$46.45

EXHIBIT 1 - MAXIMUM MONTHLY RATES

OTHER SERVICES							
	Frequency of Collections per Week						
Size/Type	1	2	3	4	5	6	
Scout Service	\$78.00	\$156.00	\$234.00	\$312.00	\$390.00	\$468.00	
Container Lock Charge	\$15.00	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	
Enclosure Lock Charge	\$15.00	\$30.00	\$45.00	\$60.00	\$75.00	\$90.00	
Sunday Service - Each Service	\$75.00						
Valet Service for Carts	\$30.00	\$60.00	\$90.00	\$120.00	\$150.00	\$180.00	

EXHIBIT 1 - MAXIMUM MONTHLY RATES

ROLL OFF BOX HAULING SERVICE	Rate
Roll off boxes and compactors (all sizes). Includes delivery and removal.	\$321.28 per haul
Roll off boxes and compactors (all sizes). Includes delivery and removal. Customer owned equipment.	\$321.28 per haul
ROLL OFF BOX DISPOSAL / PROCESSING / OTHER FEES	Rate
Solid waste (transfer only - no processing)	\$90.00 per ton
Solid waste processing (MRF) ¹	\$90.00 per ton
Commingled recyclables processing	\$125.00 per ton
Segregated green waste	\$120.00 per ton
Segregated food waste	\$155.00 per ton
Organics	\$155.00 per ton
C&D processing ²	\$125.00 per ton
Roll-off box cleaning beyond one (1) per year.	\$160.00 per event
Redelivery/Return trip/Dry run	\$200.00 per event
Temporary roll-off daily rental after 7 days with no dump	\$35.00 per day
Relocation fee	\$200.00 per event
Sunday service surcharge	\$100.00 per event
TEMPORARY BIN SERVICE	Rate
3 CY bin - deliver, pickup and one dump	\$185.00 per event
3 CY bin additional dump	\$135.00 per event
6 CY bin - deliver, pickup and one dump	\$210.00 per event
6 CY bin additional dump	\$160.00 per event
Daily rental after 7 days	\$30.00 Per Day
BULKY ITEM COLLECTION	Rate
MFD bulky item pickup - beyond four (4) pickup collection events per year.	\$60.00 Per event
Commercial bulky item pickup - per collection event.	\$60.00 Per event
Commercial bulky item pickup - per item.	\$15.00 Per Item
OTHER FEES	Rate
Bin cleaning bin fee beyond one (1) per year.	\$100.00 per event
Enclosure clean-out fee due to overflowing containers.	\$100.00 per event
Return trip fee on scheduled pickup day.	\$75.00 per event
Service reinstatement fee after suspension for non-payment	\$35.00 per event
Bin Exchange beyond once per Agreement Year	\$125.00 per event
Contamination fee upon third and subsequent occurrence in 12-month period.	\$100.00 per event
Late payment charge (unpaid balance each month after 30 days past due date)	1.50% per month
Emergency service - 1 Crew & 1 Truck	\$250.00 per hour

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Applications for rate adjustments shall be prepared in accordance with the procedures provided herein together with an Excel Worksheet entitled Exhibit 2 Rate Adjustment Procedure.

The rate adjustment calculation shall be prepared by completing the separate tabs in the Excel Worksheet; Tab 1A – Commercial Cart and Bin, TAB 1B – Roll Off Box Hauling, Tab 1C – Other Services, and Tabs 2A and 2B which contain the previous period rates. Tabs 3A – Adjusted Commercial Rates and Tab 3B – Adjusted Roll Off & Other Rates will automatically calculate the adjusted rates based on the input into the previous worksheets.

1. Procedure for Commercial Carts & Bins Service – TAB 1A

Step One: Calculate Collection Component Percentage Change.

Table 1 – Tab 1A Example of Step One

STEP ONE: Calculate Collection Component Percentage Change							
		A	B	C	D	E	F
Row	Cost Category	Previous Period Index Value ¹	New Index Value ²	Percent Change in Index (COL B - COL A) / COL A	Component Weighting ³	Weighted Percentage Change (COL C * COL D)	Index Source
1	Labor	26.2500	27.0400	3.0095%	21.5000%	0.6470%	Note 12
2	Fuel	299.7508	270.7215	-9.6845%	2.3000%	-0.2227%	
3	Equipment	156.7432	160.3549	2.3042%	13.0000%	0.2995%	
4	Other (Except Material Handling)	305.4580	316.9430	3.7599%	35.0000%	1.3160%	
5	Total Collection Component				71.8000%	2.0398%	

The Collection Cost Component shall be calculated based on the following Cost Categories and Indices.

Cost Category	Index
Labor	Driver rates based on labor agreement.
Fuel	Producer Price Index WPU05522101 – Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted.
Equipment	Producer Price Index PCU33612-33612 – Industry data for Heavy duty truck manufacturing, not seasonally adjusted.
All Other	Consumer Price Index CUURS49ASA0L1E – All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted.

The following procedural steps are for completing Step One in Tab 1A – Commercial Carts & Bins Service (refer to Table 1 above.)

- 1) In Column A, enter the “Previous Period Index Value” for each cost category. The values in this worksheet serve as an example only. For Rate Year July 1, 2026 rate adjustment application, the “Previous Period Index Value” shall be the **annual average** values of the indices for the year ending December 2025. (Refer to Section 4 for example of annual average calculation)

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Index Value" shall be the indices values from the previous year's rate adjustment application Column B.

- 2) In Column B, enter the "New Index Value" for each cost category. The "New Index Value" shall be the annual average values of the indices ending December of the prior year.
- 3) In Column D, enter the "Component Weighting" for each cost category. The values entered in Table 1, Column D were derived from the Contractor's proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For Subsequent rate adjustment applications beginning with Rate Year July 1, 2027, "Component Weightings" shall be as calculated in Step 6.

Step Two: Calculate Material Handling Component Percentage Change.

Table 2 – Tab 1A Example of Step Two

STEP TWO: Calculate Material Handling Component Percentage Change				
		G	H	I
	Cost Component	Previous Period Index Value ⁴	New Index Value ⁵	Percent Change in Index (COL H - COL G) / COL G
6	Material Handling	87.26	90.00	3.1400%

The following procedural steps are for completing Step Two in Tab 1A – Commercial Carts & Bin Service (refer to Table 2 above).

- 1) In Column G, enter the "Previous Period Index Value" for the material handling. The values in this worksheet serve as an example only. For the Rate Year July 1, 2026 rate adjustment application, the "Previous Period Index Value" shall be the per ton tipping fee in effect at Puente Hills MRF in December 2025.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Index Value" for the material handling component shall be the per ton tipping fee from the previous year's rate adjustment application Column H.

- 2) In Column H, enter the "New Index Value" for the material handling component. The "New Index Value" shall be the per ton tipping fee in effect at Puente Hills MRF in December of the previous year.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Step Three: Calculate Material Handling Component Index.

Table 3 – Tab 1A Example of Step Three

STEP THREE: Calculate Material Handling Component Index								
		J	K	L	M	N	O	P
Row	Material Handling Facilities ⁶	Previous Period Tipping Fee ⁷	Previous Period Tonnage ⁸	Previous Period Material Handling Cost (COL J * COL K)	Percent Change in Index (COL I Row 6)	Adjusted Tipping Fee (COL J * COL M)	12 Month Period Ending December Tonnage ⁹	New Material Handling Cost (COL N * COL O)
7	GCR&T Refuse Transfer to El Sobran	\$63.48	9,497.0	\$602,869.56	3.140%	\$65.47	6,173.0	\$404,166.67
8	Recycling Processing Azusa MRF	\$120.66	244.0	\$29,441.04	3.140%	\$124.45	1,669.0	\$207,705.00
9	Organics Transfer Synagro	\$100.79	252.0	\$25,399.08	3.140%	\$103.95	2,151.0	\$223,606.88
10	Unused							\$0.00
11	Totals		9,993.0	\$657,709.68			9,993.0	\$835,478.55
12	Material Handling Index Value	Prior Period (L11 / K11) >>		\$65.8170	New Value (P11 / O11) >>			\$83.6064

The following procedural steps are for completing Step Three in Tab 1A – Commercial Carts & Bins Service (refer to Table 3 above.)

- 1) Material handling facilities listed in Table 3 above are the material handling facilities planned for use under this agreement as proposed by Contractor in their Proposal.
- 2) In Column J, enter the Previous Period Tipping Fee for the material handling facilities. The values entered in Table 3, Column K were provided by the Contractor in their Proposal and proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Tipping Fee" values shall be the values from the previous year's rate adjustment application Column N.
- 3) In Column K, enter the Previous Period Tonnage delivered to each of the material handling facilities. The values entered in Table 3, Column K were provided by the Contractor in their Proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.
- 4) In Column O, enter the total tons delivered to each facility for the previous 12-month period ending December 31st.

Step Four: Calculate Percentage Change in Weighted Material Handling Component Index.

Table 4 – Tab 1A Example of Step Four

STEP FOUR: Calculate Percentage Change in Weighted Material Handling Index						
		Q	R	S	T	U
Row	Cost Component	Previous Index Value (COL L, ROW 12)	New Index Value (COL P, ROW 12)	Percent Change in Index (COL Q - COL R) / COL Q	Component Weighting ¹⁰	Weighted Percentage Change
13	Material Handling Component	65.8170	83.6064	27.0285%	28.2000%	7.6220%

The following procedural steps are for completing Step Four in Tab 1A – Commercial Carts & Bins Service (refer to Table 4 above).

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

- 1) In Column T, Row 13, enter the Component Weighting for material handling.

The value entered in Table 4, Column T was derived from the Contractor's Proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Component Weighting" for the material handling component shall be as calculated in Step 6.

Step Five: Calculate The Permitted Percentage Rate Change.

Table 5 – Tab 1A Example of Step Five

STEP FIVE: Calculate the Permitted Percentage Rate Change						
		V	W	X	Y	Z
Row	Cost Component	This Period Percentage Rate Adjustment	Allowed Carry Over Previous Period(s)	Total Allowed Percentage Rate Adjustment (COL V + COL W)	Maximum 5% any Rate Year (Next Periods Carryover) ¹¹	Total Permitted Percentage Rate Adjustment (COL X - COL Y) ¹¹
14	Collection Component	2.0398%				
15	Material Handling Component	7.6220%				
16	Total	9.6600%	0.0000%	9.6600%	4.6600%	5.0000%

The following procedural steps are for completing Step Five in Tab 1A – Commercial Carts & Bins Service (refer to Table 5 above).

- 1) Enter any "Allowed Carry Over" percentage from prior period(s) into Column W, Row 16.
- 2) The permitted percentage rate adjustment is calculated in Column Z, Row 16.

Step Six: Calculate Cost Component Weightings For Future Rate Adjustment Calculations.

Table 6 – Tab 1A Example of Step Six

STEP SIX: Calculate the Cost Components Weighting for Future Rate Adjustment Calculation						
		AA	AB	AC	AD	AE
Row	Cost Component	Component Weighting This Period	Percentage Change as Applied to Rate Adjustment	Increase in Cost Components (COL AA * COL AB)	Cost Component Increased (COL AA + COL AC)	Cost Components Reweighted to Equal 100% for Future Adjustments
17	Labor	21.5000%	0.6470%	0.1391%	21.6391%	21.0532%
18	Fuel	2.3000%	-0.2227%	-0.0051%	2.2949%	2.2327%
19	Equipment	13.0000%	0.2995%	0.0389%	13.0389%	12.6859%
20	Other (Except Material Handling)	35.0000%	1.3160%	0.4606%	35.4606%	34.5005%
21	Material Handling Component	28.2000%	7.6220%	2.1494%	30.3494%	29.5277%
22	Total	100.0000%	9.6619%	2.7829%	102.7829%	100.0000%

In step six, the component weights are automatically reset to equal 100% for use in the subsequent rate adjustment.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

2. Procedure for Roll Off Box Hauling Service – Tab 1B

Step One: Calculate Collection Component Percentage Change.

Table 7 – Tab 1B Example of Step One

STEP ONE: Calculate Hauling Component Percentage Change							
		A	B	C	D	E	F
Row	Cost Category	Previous Period Index Value ¹	New Index Value ²	Percent Change in Index (COL B - COL A) / COL A	Component Weighting ³	Weighted Percentage Change (COL C * COL D)	Index Source
1	Labor	26.2500	27.0400	3.0095%	21.5000%	0.0065	Note 5
2	Fuel	299.7508	270.7215	-9.6845%	2.3000%	(0.0022)	
3	Equipment	156.7432	160.3549	2.3042%	13.0000%	0.0030	
4	Other (Except Material Handling)	305.4580	316.9430	3.7599%	35.0000%	0.0132	
5	Total Hauling Component				71.8000%	2.0398%	

The Hauling Cost Component shall be calculated based on the following Cost Categories and Indices.

Cost Category	Index
Labor	Driver rates based on labor agreement.
Fuel	Producer Price Index WPU05522101 – Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted.
Equipment	Producer Price Index PCU33612-33612 – Industry data for Heavy duty truck manufacturing, not seasonally adjusted.
All Other	Consumer Price Index CUURS49ASA0L1E – All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted.

The following procedural steps are for completing Step One in Tab 1B – Roll Off Box Hauling (refer to Table 7 above).

- 1) In Column A, enter the “Previous Period Index Value” for each cost category. The values in this worksheet serve as an example only. For Rate Year July 1, 2026 rate adjustment application, the "Previous Period Index Value" shall be the annual average values of the indices for the year ending December 2025.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Index Value" shall be the indices values from the previous year's rate adjustment application Column B.

- 2) In Column B, enter the "New Index Value" for each cost category. The “New Index Value” shall be the annual average values of the indices ending December of the prior year.
- 3) In Column D, enter the “Component Weightings” for each cost category. The values entered in Table 7, Column D were derived from the Contractor’s proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

For Subsequent rate adjustment applications, "Component Weightings" shall be as calculated in Step 3.

Step Two: Calculate The Permitted Percentage Rate Change.

Table 8 – Tab 1B Example of Step Two

STEP TWO: Calculate the Permitted Percentage Rate Change						
		G	H	I	J	K
Row	Cost Component	This Period Percentage Rate Adjustment	Allowed Carry Over Previous Period(s)	Total Allowed Percentage Rate Adjustment (COL G + COL H)	Maximum 5% any Rate Year (Next Periods Carryover) ⁴	Total Permitted Percentage Rate Adjustment (COL X - COL Y) ⁴
6	Hauling Component	2.0400%	0.0000%	2.0400%	0.0000%	2.0400%

The following procedural steps are for completing Step Two in Tab 1B – Roll Off Box Hauling (refer to Table 8 above).

- 1) Enter any "Allowed Carry Over" percentage from prior period(s) into Column H, Row 6.
- 2) The permitted percentage rate adjustment is calculated in Column K, Row 6.

Step Three: Calculate Cost Component Weightings For Future Rate Adjustment Calculations.

Table 9 – Tab 1B Example of Step Three

STEP THREE: Calculate the Cost Components Weighting for Future Rate Adjustment Calculation						
		L	M	N	O	P
Row	Cost Category	Component Weighting This Period	Percentage Change as Applied to Rate Adjustment	Increase in Cost Components (L * M)	Cost Component Increased (L + N)	Cost Components Reweighted to Equal 100% for Future Adjustments
7	Labor	21.5000%	0.6470%	0.1391%	21.6391%	29.8744%
8	Fuel	2.3000%	-0.2227%	-0.0051%	2.2949%	3.1683%
9	Equipment	13.0000%	0.2995%	0.0389%	13.0389%	18.0013%
10	Other	35.0000%	1.3160%	0.4606%	35.4606%	48.9560%
11	Total	71.8000%	2.0398%	0.6335%	72.4335%	100.0000%

In step three, the component weights are automatically reset to equal 100% for use in the subsequent rate adjustment.

3. Procedure for Other Services – Tab 1C

The following procedure applies for Tab 1C – Other Services. Other Services are those that do not have a material handling component such as scout service, container lock, bin cleaning service, etc.

Step One: Calculate Service Cost Component Percentage Change

Table 10 – Tab 1C Example of Step One

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

STEP ONE: Calculate Percentage Change in Index							
		A	B	C	D	E	F
Row	Cost Category	Previous Period Index Value ¹	New Index Value ²	Percent Change in Index (COL B / COL A)	Component Weighting ³	Weighted Percentage Change (COL C * COL D)	Index Source
1	Labor	26.2500	27.0400	0.0301	0.2150	0.0065	Note 5
2	Fuel	299.7508	270.7215	(0.0968)	0.0230	(0.0022)	
3	Equipment	156.7432	160.3549	0.0230	0.1300	0.0030	
4	Other (Except Material Handling)	305.4580	316.9430	0.0376	0.6320	0.0238	
5	Totals				100.0000%	3.1001%	

The Service Component shall be calculated based on the following Cost Categories and Indices.

Cost Category	Index
Labor	Driver rates based on labor agreement.
Fuel	Producer Price Index WPU05522101 – Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted.
Equipment	Producer Price Index PCU33612-33612 – Industry data for Heavy duty truck manufacturing, not seasonally adjusted.
All Other	Consumer Price Index CUURS49ASA0L1E – All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted.

The following procedural steps are for completing Step One in Tab 1C – Other Services (refer to Table 10 above).

- 1) In Column A, enter the “Previous Period Index Value” for each cost category. The values in this worksheet serve as an example only. For Rate Year July 1, 2026 rate adjustment application, the "Previous Period Index Value" shall be the annual average values of the indices for the year ending December 2025.

For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the "Previous Period Index Value" shall be the indices values from the previous year's rate adjustment application Column B.

- 2) In Column B, enter the "New Index Value" for each cost category. The “New Index Value” shall be the annual average values of the indices ending December of the prior year.
- 3) In Column D, enter the “Component Weightings” for each cost category. The values entered in Table 10, Column D were derived from the Contractor’s proposal and shall be used in the Rate Year July 1, 2026 rate adjustment application.

For Subsequent rate adjustment applications, "Component Weightings" shall be as calculated in Step 3.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Step Two: Calculate The Permitted Percentage Rate Change.

Table 11 – Tab 1C Example of Step Two

STEP TWO: Calculate the Permitted Percentage Rate Change						
		G	H	I	J	K
Row		This Period Percentage Rate Adjustment	Allowed Carry Over Prior Period(s)	Total Allowed Percentage Rate Adjustment (COL G + COL H)	Maximum 5% any Rate Year (Next Period Carryover) ⁴	Total Permitted Percentage Rate Adjustment (COL I - COL J) ⁴
6	Service Component	3.100%	0.000%	3.100%	0.000%	3.100%

The following procedural steps are for completing Step Two in Tab 1C – Other Services (refer to Table 11 above).

- 1) Enter any “Allowed Carry Over” percentage from prior period(s) into Column H, Row 6.
- 2) The permitted percentage rate adjustment is calculated in Column K, Row 6.

Step Three: Calculate Cost Component Weightings For Future Rate Adjustment Calculations.

Table 12 – Tab 1C Example of Step Three

STEP THREE: Calculate the Cost Components Weighting for Future Rate Adjustment Calculation						
		L	M	N	O	P
Row	Cost Category	Component Weighting This Period	Percentage Change as Applied to Rate Adjustment	Increase in Cost Components (COL L * COL M)	Cost Component Increased (COL L + COL N)	Cost Components Reweighted to Equal 100% for Future Adjustments
7	Labor	21.5000%	0.6470%	0.1391%	21.6391%	21.2827%
8	Fuel	2.3000%	-0.2227%	-0.0051%	2.2949%	2.2571%
9	Equipment	13.0000%	0.2995%	0.0389%	13.0389%	12.8242%
10	Other (Except Material Handling)	63.2000%	2.3763%	1.5018%	64.7018%	63.6361%
11	Total	100.0000%	3.1001%	1.6747%	101.6747%	100.0001%

In step three, the component weights are automatically reset to equal 100% for us in the subsequent rate adjustment.

4. Procedure for Calculating Adjusted Rates – Tab 2A and 2B

Step One: Enter the previous period Commercial Carts & Bin rates into Tab 2A

Step Two: Enter the previous period Roll Off and Other Rates into Tab 2B

For Rate Year July 1, 2026 rate adjustment application, the previous period rates shall be the approved rates for rate year 2024/2025. For subsequent rate adjustment applications beginning with Rate Year July 1, 2027, the previous period rates shall be the prior Rate Year’s approved rates.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Upon completion of the procedures established in Sections 1 through 4, the maximum rates will be calculated automatically in Tab 3A – Adjusted Commercial Rates, and Tab 3B – Adjusted Rolloff and Other Rates.

5. Average Annual Change in Published Indices

Fuel Index

The fuel rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year. The Bureau of Labor Statistics publishes the Producer Price Index for Fuels and Related Products and Power – Natural Gas.

In the example below, the average annual index for the 12 months ended December 2023 of 270.7215 is the “New Index Value,” for Fuel and it is to be entered into Column B, Row 2 of the Rate Adjustment Procedure worksheet Tabs 2A 1A - Carts & Bins, 1B – Roll Off Box Hauling, and 1C – Other Services.

The average annual index for the 12 months ended December 2022 of 299.7508 is the “Previous Index Value” for fuel and it is to be entered into Column A, Row 2 of the Rate Adjustment Procedure worksheet Tabs 2A 1A - Carts & Bins, 1B – Roll Off Box Hauling, and 1C – Other Rates.

This would result in a 9.6845% decrease to the Fuel cost category of rates as calculated in Column C, Row 2 in Tabs 1A, 1B, and 1C.

PPI Commodity Data

Series Id: WPU05522101

Not Seasonally Adjusted

Series Title: PPI Commodity data for Fuels and related products and power-Commercial natural gas, not seasonally adjusted

Group: Fuels and related products and power

Item: Commercial natural gas, Pacific

Base Date: 199012

Source: <https://data.bls.gov/timeseries/WPU05522101>

PPI Commodity Data

Series Id: WPU05522101

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	195.0000	202.2000	216.3000	209.1000	206.2000	201.6000	203.1000	197.1000	195.3000	191.4000	193.6000	198.3000	200.7667
2015	196.6000	189.8000	183.1000	175.0000	169.3000	173.6000	173.5000	174.9000	171.0000	170.4000	171.1000	171.1000	176.6167
2016	173.1000	171.4000	164.2000	163.2000	161.4000	161.7000	170.3000	176.5000	176.5000	178.5000	183.4000	184.5000	172.0583
2017	192.1000	190.7000	188.5000	188.8000	188.1000	190.2000	187.4000	187.3000	185.8000	184.8000	190.9000	194.0000	189.0500
2018	193.1000	201.0000	195.8000	190.5000	184.6000	183.7000	185.1000	188.9000	186.1000	185.1000	191.3000	203.0000	190.6833
2019	203.5000	199.7000	198.5000	193.8000	187.0000	186.6000	185.4000	188.5000	184.4000	185.6000	190.9000	193.4000	191.4417
2020	195.1000	191.2000	187.3000	180.7000	178.8000	180.7000	178.5000	181.4000	185.6000	184.8000	200.8000	202.2000	187.2583
2021	206.2000	208.3000	212.7000	213.9000	215.9000	222.1000	223.6250	232.5240	238.5540	254.8440	267.3180	267.6130	230.2982
2022	269.8120	267.5040	265.5180	273.0230	291.6530	317.0510	306.7300	321.1900	330.3090	317.9990	312.2300	323.9900	299.7508
2023	364.2930	318.3540	282.9800	260.5790	244.8270	242.0070	246.6130	251.0810	245.7170	250.4990	269.6930	272.0150	270.7215
2024	272.211(P)	273.192(P)											
Percent Change in Index (270.72150 - 299.7508) / 299.7508													-9.6845%

P : Preliminary. All indexes are subject to monthly revisions up to four months after original publication.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

Equipment Index

The PPI rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year.

In the example below, the average annual index for the 12 months ended December 2023 of 160.3549 is the “New Index Value,” for Equipment and it is to be entered into Column B, Row 3 of the Rate Adjustment Procedure worksheet Tabs 1A – Commercial Carts & Bins, 1B-Roll Off Box Hauling, and 1C – Other Services.

The average annual index for the 12 months ended December 2022 of 156.7432 is the “Previous Period Index Value” and it is to be entered into Column A, Row 3 of Tab 1A – Commercial Carts & Bins, 1B-Roll Off Box Hauling, and 1C – Other Services.

This would result in a 2.3042% increase in the Equipment cost category of the rates as calculated in Column C, Row 3 of Tabs 1A, 1B, and 1C.

PPI Industry Data

Series Id: PCU33612-33612-
Series Title: PPI industry data for Heavy duty truck manufacturing, not seasonally adjusted
Industry: Heavy duty truck manufacturing
Product: Heavy duty truck manufacturing
Base Date: 200312
Source: <https://data.bls.gov/>

PPI Industry Data

Series Id: PCU33612-33612-

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	138.8000	139.2000	139.3000	139.1000	139.1000	139.1000	139.1000	139.4000	139.4000	139.6000	139.7000	139.6000	139.2833
2015	140.7000	140.9000	141.9000	141.9000	141.7000	141.7000	142.3000	142.4000	142.4000	142.5000	142.7000	142.9000	142.0000
2016	144.3000	144.3000	144.2000	144.6000	144.8000	144.6000	144.6000	144.8000	145.2000	145.0000	145.2000	145.4000	144.7500
2017	147.8000	147.6000	147.4000	148.2000	148.2000	147.3000	147.6000	147.7000	147.4000	147.0000	147.4000	147.5000	147.5917
2018	147.6000	148.5000	148.7000	148.5000	148.8000	148.8000	149.2000	150.3000	150.3000	150.3000	150.3000	150.3000	149.3000
2019	150.5000	150.5000	150.5000	150.5000	150.5000	150.5000	151.1000	151.1000	151.1000	151.1000	151.1000	151.1000	150.8000
2020	151.8000	151.8000	151.8000	151.8000	151.8000	151.8000	152.6000	152.6000	152.6000	152.7000	152.7000	152.9000	152.2417
2021	152.9000	152.9000	153.0000	153.1000	153.2000	153.4000	153.4500	153.7860	153.7860	153.8380	154.0220	154.0220	153.4503
2022	154.6460	154.7010	154.7010	154.7010	156.8450	157.5270	157.5460	157.6830	157.7430	158.1470	158.2320	158.4460	156.7432
2023	158.5920	159.4920	159.4940	159.6290	159.8490	160.3320	160.9030	160.9040	161.1860	161.2230	161.2880	161.3670	160.3549
2024	161.367(P)	161.633(P)											
Percent Change in Index (160.3549 - 156.7432) / 156.7432													2.3042%

CPI Index

The CPI rate adjustment index is calculated using the “average annual change” as demonstrated in the example below, measured for the 12 months ending December prior to the Rate Year anniversary date compared to the 12 months ending December in the previous year.

EXHIBIT 2 – RATE ADJUSTMENT PROCEDURE

In the example below, the average annual index for the 12 months ended December 2023 of 316.9430 is the “New Index Value” for Other (Except Material Handling) and it is to be entered into Column A, Row 4 of the Rate Adjustment Procedure worksheet Tabs 1A – Commercial Carts & Bins, 1B – Roll Off Box Hauling, and 1C – Other Services.

The average annual index for the 12 months ended December 2022 of 305.4580 is the “Previous Period Index Value” for Other (Except Material Handling) and it is to be entered into Column A, Row 4 of the Rate Adjustment Procedure worksheet Tabs 1A – Commercial Carts & Bins, 1B – Roll Off Box Hauling, and 1C – Other Services.

This would result in a 3.7599% increase to the Other (Except Material Handling) cost category of the rates as calculated in Column C, Row 4 of Tabs 1A, 1B, and 1C.

CPI for All Urban Consumers (CPI-U)

Series Id: CUURS49ASA0L1E

Not Seasonally Adjusted

Series Title: All items less food and energy in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted

Area: Los Angeles-Long Beach-Anaheim, CA

Item: All items less food and energy

Base Period: 1982-84=100

Source: <https://data.bls.gov/timeseries/CUURS49ASA0L1E>

Consumer Price Index for All Urban Consumers (CPI-U)													
Series Id: CUURS49ASA0L1E													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2014	239.084	239.908	240.322	240.507	240.366	240.46	240.981	241.574	242.016	242.36	241.842	241.491	240.90900
2015	242.003	242.806	243.957	244.138	244.8	245.236	245.394	245.896	246.488	247.539	248.12	248.14	245.37600
2016	249.652	251.059	251.438	251.672	253.179	253.074	253.042	253.775	253.898	254.388	253.711	253.882	252.73100
2017	256.209	257.518	257.903	258.472	258.872	258.924	260.02	260.698	261.277	262.829	262.656	262.96	259.86200
2018	264.641	266.332	267.434	267.945	268.532	268.094	268.484	268.939	271.259	271.982	271.552	270.898	268.84100
2019	273.579	273.716	274.954	276.185	276.421	277.384	277.59	278.131	278.935	279.732	279.781	278.812	277.10200
2020	281.022	282.124	280.815	280.885	281.34	282.329	283.839	283.752	282.712	283.055	283.873	282.907	282.38800
2021	282.846	282.86	283.389	286.255	287.323	288.958	290.279	290.327	291.056	292.702	294.154	295.428	288.79800
2022	298.501	299.588	300.952	302.803	304.024	306.206	306.958	308.463	309.292	310.31	309.578	308.824	305.45800
2023	312	313.159	313.828	316.523	317.11	318.489	317.529	319.163	319.091	318.577	318.392	319.457	316.94300
2024	323.601	325.02											
Percent Change in Index (316.9430 - 305.4580) / 316.9430													3.7599%

EXHIBIT 3 – LIST OF DESIGNATED FACILITIES

Contractor designates the following Solid Waste Facilities for Solid Waste Collected in CITY.

1. Transfer Facilities

- a. Pomona Valley Transfer Station (SWIS #: 19-AA-1128), 1371 E. 9th St., Pomona, CA 91766 is the primary facility for the delivery and transfer of solid waste collected in the City.
- b. Grand Central Recycling and Transfer Station (SWIS #: 19-AA-1042) 999 Hatcher Avenue Industry, CA 91748 is the secondary facility for delivery and transfer of solid waste collected in the City.

2. Mixed Recycling Facility

- a. Azusa Material Recycling Facility (SWIS #: 19-AA-1127), 1501 W. Gladstone Azusa, CA 91701 is the primary facility for the delivery and diversion of source-separated mixed recycling.

3. Organic Waste Facility

- a. South Valley Compost Site (SWIS #: 54-AA-0026) 24487 Road 140, Tulare, CA 93274.
- b. South Kern Industrial Center Compost Facility (SWIS #: 15-AA-0381) 2653 Santiago Road Taft, CA 93268.
- c. WM Pala Composting Facility 12802 CA-76, Pala, CA 92059.
- d. Ecology Compost 59260 Highway 72, Salome, AZ 85348.

4. Construction and Demolition Waste

- a. Downtown Diversion, Inc (DDI) (SWIS #: 33-AA-0258) is the primary facility for the delivery and diversion of construction and demolition waste.
- b. Maitri Road Recycling (SWIS #: 33-AA-0359) 24980 Maitri Rd. Corona, CA 92883.

5. Disposal Facilities

- a. El Sobrante Landfill (SWIS #: 33-AA-0217), 10910 Dawson Canyon Rd, Corona, CA, 92883 is the primary facility for the delivery and disposal of solid waste collected in the City.

EXHIBIT 4 – LIST OF DIVERSION PROGRAM MATERIALS

1. Accepted & Prohibited Materials

Contractor shall collect the accepted materials listed below for the Commercial Recycling program and the Commercial Organics Recycling program.

COMMERCIAL RECYCLING	
Accepted Materials	Prohibited Materials
Cardboard	
Cardboard, chipboard / boxboard Mil/Juice cartons egg cartons.	Wax-cardboard
Paper	
White paper, colored paper, envelopes, junk mail, soft cover books/manuals, glossy paper, shredded paper, brown paper bags, packaging, wrapping paper, and carbonless paper.	Paper tissues, paper towels, paper with plastic coating (i.e. photographs, label paper), paper with food, waxed paper, foil lined paper, hard cover books / manuals, Tyvek (non-tearing) envelopes, and non-paper bags.
Plastic	
Empty PET bottles #1, HDPE bottles #2, Plastics #3, #4, #6, and #7, HDPE bottles #5.	Plastic liners (i.e. cereal bags), bubble wrap, plastic, film.
Aluminum & Tin	
Empty aluminum cans, empty aerosol cans, pie tins, tin cans, loose jar lids.	
Glass	
Glass including empty glass beverage containers, empty glass food containers, all glass colors.	Windows, mirrors, dishware, ceramics, light bulbs, fluorescent tubes, Pyrex or similar material.
Other	
	Wood furniture, Styrofoam, solid waste, hazardous waste, fiberglass materials, tarps, textiles, clothes, shoes, E-Waste, U-Waste and small manufactures goods (e.g. purses, handbags, and backpacks.)

EXHIBIT 4 – LIST OF DIVERSION PROGRAM MATERIALS

COMMERCIAL ORGANICS RECYCLING	
Accepted Materials	Prohibited Materials
Food Waste Food scraps, meats, dairy, eggs, fish, fruits, vegetables, coffee grounds, and bakery items.	No Compostable Serveware No Plastic Bags or Film No Disposable Containers No Foam Cups & Containers No Fats, Oils, or Greases No Rocks, dirt, or soil No Hazardous Waste or Batteries
Food Soiled Paper Goods Coffee filters, tea bags, soiled paper bags, paper towels, napkins and uncoated take-out containers.	
Yard Waste Small tree limbs, brush, plant materials or grass. (branches limited to 3" in diameter)	

2. Changes to Accepted Materials

Contractor may update the list of accepted materials to reflect changes in markets, recyclability of materials, or acceptance by processor by giving sixty (60) days' advance written notice to City and thirty (30) day advance written notice to Customers.

Any changes in the list of accepted materials shall also be accompanied by either a new Container label or a graphic sticker affixed by Contractor to Containers which clearly indicate the updated listing of materials accepted and not accepted, or through the use of a Quick Response Code (QR Code) affixed by Contractor to Containers from which Commercial Customers can access the updated listing of materials accepted and not accepted using a smart phone or tablet.

EXHIBIT 6 CORPORATE GUARANTY

Guaranty

THIS GUARANTY (the "Guaranty") is given as of the ____ day of _____, 2022.

THIS GUARANTY is made with reference to the following facts and circumstances:

A. _____, hereinafter ("Owner") is a _____ organized under the laws of the State of _____, which is wholly owned by _____.

(Guarantor).

B. Owner and the City have negotiated an Agreement for Collection, processing, and Disposal of Solid Waste dated as of _____, (hereinafter "Agreement"). A copy of this Agreement is attached hereto.

C. It is a requirement of the Agreement, and a condition to the City entering into the Agreement, that Guarantor guaranty Owner's performance of the Agreement.

D. Guarantor is providing this Guaranty to induce the City to enter into the Agreement.

NOW, THEREFORE, in consideration of the foregoing, Guarantor agrees as follows:

1. Guaranty of the Agreement. Guarantor hereby irrevocably and unconditionally guarantees to the City the complete and timely performance, satisfaction and observation by Owner of each and every term and condition of the Agreement which Owner is required to perform, satisfy or observe. In the event that Owner fails to perform, satisfy or observe any of the terms and conditions of the Agreement, Guarantor will promptly and fully perform, satisfy or observe them in the place of the Owner or cause them to be performed, satisfied or observed. Guarantor hereby guarantees payment to the City of any damages, costs or expenses which might become recoverable by the City from Owner due to its breach of the Agreement.

2. Guarantor's Obligations Are Absolute. The obligations of the Guarantor hereunder are direct, immediate, absolute, continuing, unconditional and unlimited, and with respect to any payment obligation of Owner under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditional upon the genuineness, validity, regularity or enforceability of the Agreement. In any action brought against the Guarantor to enforce, or for damages for breach of, its obligations hereunder, the Guarantor shall be entitled to all defenses, if any, that would be available to the Owner in

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an action to enforce, or for damages for breach of, the Agreement (other than discharge of, or stay of proceedings to enforce, obligations under the Agreement under bankruptcy law).

3. Waivers. Except as provided herein the Guarantor shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under it for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the Owner; (2) the actual or purported rejection by a trustee in bankruptcy of the Agreement, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (3) any waiver with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of the City's rights or remedies against the Owner; or (4) any merger or consolidation of the Owner with any other corporation, or any sale, lease or transfer of any or all the assets of the Owner. Without limiting the generality of the foregoing, Guarantor hereby waives the rights and benefits under California Civil Code Section 2819.

The Guarantor hereby waives any and all benefits and defenses under California Civil Code Section 2846, 2849, and 2850, including without limitation, the right to require the City to (a) proceed against Owner, (b) proceed against or exhaust any security or collateral the City may hold now or hereafter hold, or (c) pursue any other right or remedy for Guarantor's benefit, and agrees that the City may proceed against Guarantor for the obligations guaranteed herein without taking any action against Owner or any other guarantor or pledgor and without proceeding against or exhausting any security or collateral the City may hold now or hereafter hold. City may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against Owner or any other guarantor or pledgor without impairing the City's rights and remedies in enforcing this Guaranty.

The Guarantor hereby waives and agrees to waive at any future time at the request of the City to the extent now or then permitted by Applicable Law, any and all rights which the Guarantor may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not affect the liability of the Guarantor hereunder: (a) at any time or from time to time, without notice the Guarantor, performance or compliance herewith is waived; (b) any other of any provision of its Agreement indemnification with respect to Owner's obligations under the Agreement or any security

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therefore is released or exchanged in whole or in part or otherwise dealt with; or (c) any assignment of the Agreement is effected which does not require the City's approval.

The Guarantor hereby expressly waives diligence, presentment, demand for payment or performance, protest and all notices whatsoever, including, but not limited to, notices of non-payment or non-performance, notices of protest, notices of any breach or default, and notices of acceptance of this Guaranty. If all or any portion of the obligations guaranteed hereunder are paid or performed, Guarantor's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from the City as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by Guarantor or Owner prior to such avoidance or recovery, and (b) payment in full of any obligations then outstanding.

4. **Term.** This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed or otherwise discharged and Guarantor shall remain fully responsible under this Guaranty without regard to the acceptance by the City of any performance bond or other collateral to assure the performance of Owner's obligations under the Agreement. Guarantor shall not be released of its obligations hereunder so long as there is any claim by the City against Owner arising out of the Agreement based on Owner's failure to perform which has not been settled or discharged.

5. **No Waivers.** No delay on the part of the City in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on Guarantor shall be a waiver of any obligation of Guarantor or right of the City to take other or further action without notice or demand. No modification or waiver of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by the City and by Guarantor, nor shall any waiver be effective except in the specific instance or matter for which it is given.

6. **Attorney's Fees.** In addition to the amounts guaranteed under this Guaranty, Guarantor agrees in the event of Guaranty's breach of its obligations to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by the City in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

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7. **Governing Law: Jurisdiction.** This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws, rules for all purposes including, but not limited to, matters of construction, validity and performance. Guarantor agrees that any action brought by the City to enforce this Guaranty may be brought in any court of the State of California and Guarantor consents to personal jurisdiction over it by such courts. Guarantor appoints the following person as its agents for service of process in California:

With a copy by certified mail to:

8. Severability. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity will have not have an effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. Binding On Successors. This Guaranty shall inure to the benefit of the City and its successors and shall be binding upon Guarantor and its successors, including transferee(s) of substantially all of its assets and its shareholder(s) in the event of its dissolution or insolvency.

10. Authority. Guarantor represents and warrants that it has the corporate power and authority to give this Guaranty, that its execution of this Guaranty has been authorized by all necessary action under its Article of Incorporation and By-Laws, and that the person signing this Guaranty on its behalf has the authority to do so.

11. Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To the City: City Manager

EXHIBIT 6 CORPORATE GUARANTY

City of Diamond Bar
21810 Copley Driver
Diamond Bar, CA 91765

with a copy to the City Counsel at the same address.

To the Guarantor:

By: _____
(title)

By: _____
(title)

EXHIBIT 6

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

Guaranty

KNOW ALL MEN BY THESE PRESENTS:

That _____, a California _____, as PRINCIPAL, and , _____
 _____ a Corporation organized and doing business by
 virtue of the laws of the State of California, and duly licensed for the purpose of making,
 guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized by
 the laws of the State of California, as SURETY, are held and firmly bound to City, hereinafter
 called OBLIGEE, in the penal sum of one-hundred twenty-five thousand dollars (\$125,000) lawful
 money of the United States, for the payment of which, well and truly to be made, we and each
 of us hereby bind ourselves, and our and each of our heirs, executors, administrators,
 successors, and assigns, jointly and severally, firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the above bounden PRINCIPAL has entered into a contract, entitled "SOLID WASTE
 SERVICE FOR THE CITY OF DIAMOND BAR" with City, to do and perform the following work, to
 wit: Collect, Process and Dispose of Solid Waste generated within City, in accordance with the
 contract.

NOW, THEREFORE, if the above bounden PRINCIPAL shall well and truly perform, or cause to be
 performed each and all of the requirements and obligations of said contract to be performed by
 said PRINCIPAL, as in said contract set forth, then this BOND shall be null and void; otherwise it
 will remain in full force and effect.

And the said Surety, for value received hereby stipulates and agrees that no change, extension of
 time, alteration or addition to the terms of the contract or to the work to be performed
 thereunder or the specifications accompanying the same shall in any wise affect its obligations
 on this BOND, and it does hereby waive notice of any such change, extension of time, alteration
 or addition to the terms of the contract or to the work or to the specifications.

EXHIBIT 6

CONTRACTOR'S FAITHFUL PERFORMANCE BOND

In the event suit is brought by OBLIGEE to enforce the provisions of this bond, said Surety will pay to OBLIGEE a reasonable attorney's fee, plus costs of suit, in an amount to be fixed by the court.

IN WITNESS WHEREOF, said PRINCIPAL and said SURETY have caused these presents to be duly signed and sealed this _____ DAY OF 20_____.

a California Corporation SURETY

By: _____

(PRINCIPAL)

(SEAL)

By: _____

(ATTORNEY IN FACT)

(SEAL)

Exhibit 7

CITY OF DIAMOND BAR TONNAGE REPORT

Tonnage Collected By Service	January Tonnage	February Tonnage	March Tonnage	April Tonnage	May Tonnage	June Tonnage	July Tonnage	August Tonnage	September Tonnage	October Tonnage	November Tonnage	December Tonnage	Yearly Totals
Recurring Service													
MSW													
Recycle Residual													
Special Collection Residual													
Bulky Items													
Recycle													
Organics													
White Goods													
Special Collections Recycled													
E-Waste													
Total Tonnage Collected													
Recurring Service Diversion %													
Roll Off													
C&D Recycle													
C&D Residual													
Recycle													
MSW													
Total Tonnage Collected													
Roll Off Diversion %													
Temporary Bins													
C&D													
Recycle													
MSW													
Total Tonnage Collected													
Temporary Service Diversion %													
Total Tonnage Collected (All Services)													
Landfilled													
Recycled													
Organics													
Total Tons Collected													
Total Tons Diverted													
Total Diversion % All Services													

Facility Name	RDRS #	Tons Direct-Haul	Tons Residual
Landfills			
1-			
2-			
3-			
MRFs			
1-			
2-			
3-			
Recycling Facilities			
1-			
2-			
3-			
C&D Facilities			
1-			
2-			
3-			
Total Tonnage		-	-

RECYCLING TONNAGE SUMMARY

Material	January	February	March	April	May	June	July	August	September	October	November	December	Total
Cardboard													
HDPE Plastic													
Old Newspaper													
Tin													
PET Plastic													
Tubs Lids													
Bulky Plastic													
Aseptic													
Film Plastic													
3 Mix Glass													
Plastic 3-7													
Scrap Metal													
Aluminum													
Mixed Paper													
Plastic Bags													
Oil/Gal													
Appliances													
Total													

[illegible][illegible]

List Non-Compliant Accounts

[illegible]

CUSTOMER SERVICE SUMMARY

Customer Calls	January	February	March	April	May	June	July	August	September	October	November	December	Total
Missed Pickups (MPU's)													
Complaints (other than MPU's)													
Service Requests- Bulky													
Service Request- HHW													
Billing Inquiries													
General Inquiries													
Number of C&D Projects													
Other Customer Calls													
Total Calls													

Service Change Breakdown

Name	Address	Phone	Change	Service	Service Level	Mon	Tue	Wed	Thu	Fri	Sat	Notes
			Add	organics	35 gal		X					Added organics to existing account
			Remove									Closed Account

ROUTE REVIEW SUMMARY

[illegible][illegible]

Route Review Results

[illegible]

EDUCATION MONITORING

Customer Type	Total Customers	Print Materials												Total Education
		January	February	March	April	May	June	July	August	September	October	November	December	
Single- Family														
Multi-Family														
Business Only														
Customer Type	Total Customers	Electronic Materials												Total Education
		January	February	March	April	May	June	July	August	September	October	November	December	
Single- Family														
Multi-Family														
Business Only														
Customer Type	Total Customers	Site Visits/ Workshops/ Events												Total Education
		January	February	March	April	May	June	July	August	September	October	November	December	
Single- Family														
Multi-Family														
Business Only														
CY 2024 Totals														

Hauler Education Material Summary

Item Description	Date Submitted for Review	Date Approved	Date Sent to Customer

Hauler Outreach Summary

Event/Workshop Name	Description	Event date	Attendees

HOUSEHOLD HAZARDOUS WASTE COLLECTION SUMMARY

Material Category	Material Type	Pounds Collected												Pounds Recycled	Pounds Incinerated	Pounds Neutralized
		January	February	March	April	May	June	July	August	September	October	November	December			
Flammable and Poisons	Flammable solids															
	Flammable liquids															
	Oil-based paints															
	Paint Related Materials															
	Poisons															
	Reactive and explosive															
	compressed gas cylinders															
	1 lb propane canister															
PCB-containing	PCB-containing Paint															
	Other PCB waste (includes ballasts)															
Reclaimable	Antifreeze															
	Auto type batteries															
	Latex paint															
	Motor Oil															
	Oil products															
	Used oil filters															
Acid	Inorganic and organic acid															
Base	inorganic and organic base															
Oxidizer	Neutral oxidizers, Organic peroxides, Oxidizing acid/base															
Asbestos	Asbestos															
Universal Waste (UW)	Mercury containing automatic switches															
	Mercury containing thermostats															
	Other Mercury containing waste															
	Lamps															
	Photovoltaic Modules															
	Batteries (other)															
	Aerosol cans															
	Rechargeable batteries															
Electronic Waste	Covered Electronic Devices															
	Other Electronic Devices															
Other	Home-generated Sharps															
	Home-generated pharmaceutical waste															
	Treated wood															
	General/ Miscellaneous															
	Non RCRA solids/ liquids															
	Tires															
	Other															

[illegible][illegible]

Equipment Inventory

[illegible]

Containers	Total in Service	Total in Reserve	Total Disposed	Total
Carts- 35G Refuse				
Carts- 64G Refuse				
Carts- 96G Refuse				
Carts- 35G Recycle				
Carts- 64G Recycle				
Carts- 96G Recycle				
Carts- 35G Organics				
Carts- 64G Organics				
Carts- 96G Organics				
Bins- 1.5Y Refuse				
Bins- 2Y Refuse				
Bins- 3Y Refuse				
Bins- 4Y Refuse				
Bins- 6Y Refuse				
Bins- 1.5Y Recycle				
Bins- 2Y Recycle				
Bins- 3Y Recycle				
Bins- 4Y Recycle				
Bins- 6Y Recycle				
Bins- 1.5Y Organics				
Bins- 2Y Organics				
Bins- 3Y Organics				
Bins- 4Y Organics				
Bins- 6Y Organics				
RO- 12 to 16Y				
RO-25 to 30Y				
RO- 40 to 45Y				
Compactor- 30Y				
Compactor- 40Y				

Route Audit

Refuse Routes				
Route	#Stops	#Containers	Planned Hours	Actual Hours

Recycling Routes				
Route	#Stops	#Containers	Planned Hours	Actual Hours

Organics Routes				
Route	#Stops	#Containers	Planned Hours	Actual Hours

Exhibit 8

CITY OF DIAMOND BAR

Solid Waste Services

August 30, 2023

SUBMITTED BY

Waste Management Collection and Recycling, Inc.

Experience that Counts



CONTACT
Lily Quiroa,
Area Manager
951-609-6341
lquiroa@wm.com



Waste Management Collection and Recycling, Inc.

13940 Live Oak Ave,
Baldwin Park, CA 91706

August 30, 2023

Ryan McLean
Assistant City Manager
City of Diamond Bar
21810 Copley Dr.
Diamond Bar, CA 91765

Re: Response to Request for Proposals for Solid Waste Services

Dear Mr. McLean,

As Diamond Bar's current residential service provider, WM, (dba, Waste Management Collection and Recycling, Inc.) is a Corporation, and is pleased to provide our following response to the Request for Proposals from the City of Diamond Bar for Solid Wastes Services to include the collection, transportation, recycling, processing, and disposal of solid waste.

As part of our response, we are submitting three (3) Confirming Proposals (Residential Only, Commercial Only and City-wide), and two (2) Alternative Proposals (Residential Only, and City-wide). Each proposal stands on its own merit, are not interchangeable and incorporate all the key elements identified in the RFP as essential to a new Franchise Agreement:

- City Fees and Payments
- Collection vehicle and cart requirement
- Enhanced service programs (beyond weekly waste collection) for both residential and commercial customers
- SB 1383 program obligations
- Guarantee capacity for all refuse, recyclable and organics that pertains to the Agreement.

The Alternative Proposals include enhancements with competitive rates that would benefit the City, these are detailed in the Executive Summary that immediately follows this letter.

WM acknowledges receipt of all addenda, including:

- Addendum #1: Solid Waste Services Updated to Reflect Addendum #1 (Dated July 12, 2023)
- Addendum #2: Solid Waste Services Updated to Reflect Addendum #2 (Dated July 20, 2023)
- Addendum #3: Solid Waste Services Updated to Reflect Addendum #3 (Dated July 31, 2023)

We sincerely thank you for the opportunity to participate in your selection of an environmental services partner. As you evaluate this proposal, we hope you will agree that WM continues to be the ideal partner for the City of Diamond Bar. Our services and programs are tailored to support your "business-friendly" reputation and higher quality of life. In short— **We are here to Exceed Diamond Bar's Expectations Every Day.**



We are eager to continue to earn your business and our team remains committed to going above and beyond to deliver best-in-class service for your City. Should you have any questions regarding our proposal, please feel free to contact Lily Quiroa, Public Sector Services Area Manager, at the information below:

Lily Quiroa

Area Manager, Public Sector Services

E: lquiroa@wm.com

P: (951) 609-6341

Sincerely,



Michael S. Hammer, President

Waste Management Collection & Recycling Inc.

(818) 252-3148 | MHammer@wm.com

Authorized Representative of WM who will sign the Agreement in the event of award.



EXECUTIVE SUMMARY

We're Always Working for a Sustainable Tomorrow

Re-Introducing Your Dependable, Local Service Provider – WM

For more than three decades, the City of Diamond Bar and WM have shared a successful partnership, working closely together to meet the needs of an evolving community, responding to an increasingly more stringent regulatory environment, and become stewards of our environment, while continuing to deliver a superior service experience and unmatched value.

As both the City's longtime service provider of collection services for residents and the leading provider of comprehensive environmental services in North America, WM brings together the industry's best resources with the insight of a trusted local business.

- As the waste service provider for the residential sector, WM makes a transition worry and a hassle-free with the least amount of impact on your residents.
- We are more than a just service provider: we are a local business and active member of the community.
- As the industry leader, WM brings an unrivaled depth of knowledge and experience to diversion programs, collection service, safety standards, technology innovation, and customer experience.
- WM is committed to helping the City reach its sustainability goals through innovative services and programs designed to maximize diversion while keeping things simple for residents and the business community.

Our own Josh Goldman smiles to show how honored we were to support the Diamond Bar Friends of the Library 29th Wine Soiree and Benefits Auction



The entire WM team, local and extended, is very grateful for the many years of trust Diamond Bar has placed in us. We value the partnership we have forged together, one that has held strong through the challenges of compliance with the evolving laws that regulate how recyclables and solid waste are handled, through economic ups and downs, pandemics, and through all else that has come our way. Simply put, the City of Diamond Bar is special to WM, and we hope to continue our partnership under the new agreement.



Existing relationships. Over the years, WM staff members have worked hard to become a trusted community partner. We have built meaningful relationships with City leadership and staff, our customers, and support local groups and organizations and will continue to support the vitality of the Diamond Bar community.

A Proposal for the Future

WM is submitting three (3) Confirming Proposals (Residential Only, Commercial Only and City-wide), and two (2) Alternative Proposals (Residential Only, and City-wide). Our Proposals and recommended Alternatives include the high-quality WM services you already appreciate, plus enhancements to help serve community better than ever.

Confirming Proposals

Our Confirming Proposals are fully responsive with the City fees and payments, service programs, and other requirements outlined in the RFP and Agreement. We are confident that you will agree that our

proposed rates (even though they are not scheduled to start until September 2025) are fair, and competitive to the San Gabriel Valley Region.

Enhanced Program for Conforming Proposals:

Residential Only Conforming Proposal: If the City elects to retain WM as their residential-only provider. We are offering the following enhanced program:

Community-Education Fund of \$10,000*

WM will provide \$10,000 in scholarships each year to aid Diamond Bar's graduating seniors with pursuing higher education or vocational training.

City-Wide Only Conforming Proposal: If the City elects to select WM as the new waste hauler for the whole City, residential and commercial sector. We are offering the following enhanced program:

Community- Education Program of \$40,000*

- WM will provide \$40,000 annually. City leadership would decide how this program is donated back to the community.

Alternative Proposals

WM's Alternative Proposal – Less Disruption, Lower Rates & Maximum Sustainability

Our two (2) Alternative Proposals (Residential Only, and City-wide) offer a more equitable approach to rates. Both Alternative Proposal are also fully responsive with the City fees and payments, service programs, and other requirements outlined in the RFP and Agreement, with the following adjustments:

SB 1383 Cart Compliance: Allows for WM carts in the residential area to be replaced through attrition. Here is why that is a benefit to you and your residents:

- **Less Disruption**: Maintaining current carts until the natural end of their useful life minimizes disruption for your residents.
- **Lower Rates**: Delayed implementation provides a savings to your residents. SB 1383 allows for plenty of time to transition containers prior to 2036 deadline. All new replacement containers will be SB 1383 compliant. It is important to note that the existing WM Organics carts are already compliant in color and labeled specifically allowing for food waste.
- **More Sustainable**: Maintaining carts that are still useful is better for the environment, reducing waste and reducing unnecessary vehicle miles to exchange like-new containers.

WM is already providing residential carts with SB 1383 compliant carts.

As Diamond Bar residential customers call in to request a cart exchange, they receive new, SB 1383 compliant carts.

While most residential carts currently being serviced in Diamond Bar, are uniformed in color, and less than 10 years old, WM commits to do a cart audit and replace any damaged carts in the first year of the new contract.

Senior Discount Program Both Alternative Proposals (Residential Only, and City-wide) would also align the Sr. Discount Program with the County of Los Angeles' Sr. Discount Program as follows:

The senior discount would be available to residents who meet the following criteria: 65 years or older, head of household, and qualify for discounted utility rates based on financial need as evidenced by water, power, or telephone bill. Sr. Discount rates would represent a 25% discount.

Enhanced Program: We hope the City seriously considers our Alternative Proposals since not only do they offer a more competitive rate structure but we are also adding the following enhanced offerings:

City-Wide Alternative:

- **\$1M** - One-time Contract Fee (in addition to the \$100,000 Contract Fee outlined in the RFP) to help the City with the various program costs associated with ensuring compliance with SB 1383.
- **Rate Structure Savings** - Offers over a 20% savings for the default cart service (64-gallon) at the start of the new contract.
- **\$40,000** Annual Community Education Program*- City leadership would decide how this program is donated back to the community.

Residential Only Alternative:

- **Residential Rate Structure Savings** - Over a 13% savings for the 64-gallon and 96-gallon cart serviced over the conforming Residential Only proposal.
- **Community-Education Fund of 10,000*** - WM will provide \$10,000 in scholarships each year to Diamond Bar's graduating seniors with pursuing higher education or vocation training.

Each of the submitted proposals will offer the City a clear future that includes great, reliable service and full compliance status with state mandates.

WM has the right team, the right technology, and the right assets to continue offering the City of Diamond Bar innovative waste collection solutions. More importantly, we are confident that our new commercial customers will enjoy working with our experienced team and can expect high-quality-dependable service.

Proposal Highlights:

Unmatched Experience – We have mastered our daily routes, and are deeply familiar with every street, parkway, and boulevard. Our experienced team is ready to continue to deliver dependable, high-quality service to the whole city.

Competitive Rates – Rate structure that offers rate rollback, even though they are not scheduled to start until September 2025

Guaranteed Capacity – WM is providing peace of mind with local and regional facilities, as well as partnerships for both waste disposal, and recyclables and organic materials processing.

Regulatory Compliance – Our proposal includes a dedicated local management team that your City staff is already familiar with, support from our SB 1383 Specialized team who work closely with regulators, and access to **WM's Smart TruckSM** and **SB 1383 Compliance Dashboard** for monitoring and reporting assistance.

Established Community Partner- We have built meaningful relationships with City leadership and staff, our customers, and support local groups and organizations and will continue to support the vitality of the Diamond Bar community.

Thanks @DiamondBarCity for recognizing us as Friend of the Library. Business of the Year! We love being a part of the community and can't say we don't like seeing our team get some props! Pictured are WM's Teri Muse and Daniel Hernandez with the Council



**For clarity, the annual Community-Education Program is separate and apart from the community relations program we have already developed in Diamond Bar as we participate in civic group engagement, sponsorship, and in-kind donations.*

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2. PROPOSER OVERVIEW

2.1 PROPOSER'S BUSINESS STRUCTURE

Provide the following information regarding the proposing entity and entity that would provide a corporate guarantee, if applicable:

- Identify the legal entity that would execute the Franchise Agreement. State whether each entity is a sole proprietorship, partnership, corporation, LLC, or joint venture. Describe in detail the relationship of the proposer to the executing entity. If the proposer is a joint venture, describe where the entities have collaborated before.
- Identify the entity that would submit financial statements and whether it is an individual, a partnership, a corporation, or a joint venture. If other than proposing entity, indicate relationship and willingness to sign corporate guarantee.
- Confirm that proposer is authorized to do business in California.
- State the number of years the entities have been organized and doing business under this legal structure. Proposal must include all the names of company's (and executing entities if different than company's) owners/stockholders with greater than a 10% holding of the company's total assets.
- Identify the names of all officers.
- Identify other businesses with ownership by principals and/or management.
- Identify the corporate headquarters.
- Identify local headquarters (if different).
- Describe all services to be performed by subcontractors and identify each subcontractor by name. Proposer shall describe any current or past working relationship with the subcontractor(s) in the past five years.

WM Legal Entity

Waste Management Collection and Recycling, Inc., will be executing this Franchise Agreement. Waste Management Collection and Recycling, Inc. is a subsidiary of WM.

WM Legal Entity Submitting Financial Statements

Waste Management, Inc. is a corporation and will be the legal entity submitting all Financial Statements.

Authorized to do Business in California

Waste Management Collection and Recycling, Inc., is authorized to do business in California.

Years Waste Management Collection and Recycling, Inc., has Been in Business

Waste Management Collection and Recycling, Inc., was incorporated in the State of Delaware on June 25, 1993, and this entity has been doing business under this legal structure for approximately 30 years.

WM does not have any owners/stockholders with greater than a 10% holding of the company's total assets.

Names of All Officers

Name	Title	Title Role	Role Start	Last Elected
Hammer, Michael S.	Director	Director	12/01/2021	03/15/2023
Skolnick, Barry S.	Director	Director	06/02/2014	03/15/2023
Tippy, Courtney A.	Director	Director	11/10/2014	03/15/2023
Hammer, Michael S.	President – Southern California Area	Officer	12/01/2021	03/15/2023
Skolnick, Barry S.	President – Northern California Area	Officer	09/01/2012	03/15/2023
Beytelman, Vladimir	Vice President and Assistant Secretary	Officer	09/08/2022	03/15/2023
Carroll, John A.	Vice President, Chief Financial Officer and Controller	Officer	03/15/2023	03/15/2023
Cassin, Joseph J.	Vice President	Officer	02/17/2003	03/15/2023
Kanow, Steve C.	Vice President	Officer	06/30/2023	06/30/2023
Lockett, Mark A.	Vice President and Assistant Treasurer	Officer	09/01/2012	03/15/2023
Nagy, Leslie K.	Vice President and Treasurer	Officer	03/15/2023	03/15/2023
Stratton, David J. H.	Vice President and Assistant Secretary	Officer	09/01/2012	03/15/2023
Tippy, Courtney A.	Vice President and Secretary	Officer	11/10/2014	03/15/2023
Wilson, James A.	Vice President	Officer	09/26/2014	03/15/2023
Bennett, Jeff R.	Assistant Treasurer	Officer	07/31/2017	03/15/2023
Bohn Jason C.	Assistant Secretary	Officer	06/05/2019	03/15/2023
Khajetoorians, Asteghik	Assistant Secretary	Officer	06/05/2019	03/15/2023

Other Businesses with Ownership by Principals and/or Management

There are no other businesses with ownership by principals and/or management of WM.

Corporate Headquarters

WM Corporate Headquarters are located at:

800 Capitol Street
Suite 3000
Houston, TX 77002

WM Southern California Market Area Headquarters

WM Southern California Market Area Headquarters are located at:

9081 Tujunga Ave.
Sun Valley, CA 91352

Local Headquarters – Waste Management, Inc. Waste Management Collection and Recycling, Inc.

WM Southern California Local Headquarters are located at:

13940 Live Oak Ave,
Baldwin Park, CA 91706

Subcontractors

WM will not be using subcontractors for the duration of this contract.

2.2 PROPOSER'S EXPERIENCE

Proposer shall describe its experience serving a minimum of three (3) jurisdictions in California (preferably serving jurisdictions of similar or larger size and similar demographics to the City in a table format. Required information includes:

- The name of the jurisdiction where the services were provided.*
- Commencement date of services and term of the agreement.*
- The name, address, and telephone number of the jurisdiction representative responsible for administering the agreement.*
- The services provided (e.g., solid waste collection, recyclable materials, organic materials collection, and other unique collection programs such as e-waste or household hazardous waste).*
- The number of residential (i.e., specify SFD and MFD), Commercial (i.e., specify cart, bin, roll-off and other) and City (or other) customers served; tons collected, diverted, and disposed annually; and the type and number of vehicles dispatched per day for each of the services provided.*

Additionally, please provide at least one municipal citation for service transitions from another hauling company, including a brief description of the old and new services, and service transition dates, as well as the information listed in the first and last bullet above.

References: Don't Just Take Our Word for It

WM is your trusted environmental solutions partner and for many of our neighbors throughout Southern California and beyond. All the references are larger in size and scope and have similar demographics to the City. The scope of services of these referenced communities are very similar to that required in the Diamond Bar RFP, including Residential Cart Collection, Commercial Bin and Roll-Offs, and other Residential Collection services. Outlined below are WM's references, and we encourage you to contact them so that you may learn firsthand about our excellent record of service and ability to deliver seamless transitions and SB 1383 programs with other franchise customers.

	Customer	Arcadia
Commencement Date		August 1999
Jurisdiction Representative Name, Address, Phone Number		Briget Arndell Environmental Services Manager Public Works Department 11800 Goldring Rd, Arcadia, CA 91006 (626) 254-2705 barndell@arcadiaca.gov

	Customer	Arcadia
Services Provided		Residential Cart: solid waste, recyclable and organic materials collection Commercial Bins: solid waste, recyclable and organic materials collection Bulky Items, Christmas Tree Collection, HHW Disposal, Sharps, HHW City Disposal, Special Collection, Backyard Collection, Senior Discount, City Tree Trimming, Mulch Giveaways, and Shredding Events
Residential Customers		10,948 Residential Customers Total Tons 2022: Collected 25,000, Diverted 57.1%, Disposed 10,725 Total Tons 2023: Collected 13,134, Diverted 58.3%, Disposed 5,477 685 Multifamily Customers Total Tons 2022: Collected 6,494, Diverted 3.9%, Disposed 6,240 Total Tons 2023: Collected 3,343, Diverted 5%, Disposed 3,176 FEL: 2 (solid waste, recyclable, and organics collection) ASL: 33 (solid waste, recyclable, and organics collection) Flatbed Truck: 1 (bulky items)
Commercial Customers		397 Commercial Customers Total Tons 2022: Collected 9,629, Diverted 20.4%, Disposed 7,664 Total Tons 2023: Collected 4,820, Diverted 22.2%, Disposed 3,750 FEL: 8 (solid waste, recyclable, and organics) Scout Truck: 4 two-axle vehicles
City Customers		WM provides free solid waste collection (trash, recyclables, organics) to 10 City Facilities

	Customer	La Verne
Commencement Date		January 2011

	Customer	La Verne
Jurisdiction Representative Name, Address, Phone Number	Tracy Costello Public Works Manager Public Works 3660 D Street, La Verne, CA 91750 (909) 596-8741 tcostello@cityoflaverne.org	
Services Provided	Residential Cart: solid waste, recyclable, organic materials collection Commercial Bins: solid waste, recyclable, organic materials collection Roll-off Box: solid waste, recyclable, organic materials collection, and C&D collection Bulky Item, Christmas Tree Collection, Lifeline Discount, Senior Discount, Used Battery Recycling, Edible Food Recovery Support, Backyard Service, and Sharps	
Residential Customers	9,970 Residential Customers Total Tons 2022: Collected 16,964, Diverted 44.8%, Disposed 9,364 Total Tons 2023: Collected 10,043, Diverted 45.8%, Disposed 5,443 ASL: 28 (solid waste, recyclable, and organic materials collection) RL: 1 (solid waste) Flatbed Truck: 1 (bulky items)	
Commercial Customers	83 MF Customers, 342 Commercial Customers Total Tons 2022: Collected 11,859, Diverted 7.7%, Disposed 10,946 Total Tons 2023: Collected 6,820, Diverted 7%, Disposed 6,342 FEL: 4 (solid waste, recyclable, and organics collection)	
City Customers	WM provides free solid waste collection (trash, recyclables, organic materials collection) to 26 City Facilities	

	Customer	San Dimas
Commencement Date	January 2008	
Jurisdiction Representative Name, Address, Phone Number	Shari Garwick Director of Public Works Public Works 245 E Bonita Ave, San Dimas, CA 91773 (909) 394-6248 sgarwick@sandimasca.gov	
Services Provided	Residential Cart: solid waste, recyclable, organic materials collection Commercial Bins: solid waste, recyclable, organic materials collection Roll-off Box: solid waste, recyclable, organic materials collection, and C&D collection Bulky Item, Sharps, Christmas Tree Collection, E-Waste & HHW, Fall Leaf Pickup, Horse Manure Recycling, Used Oil Collection, Senior Discount, and Backyard Service.	
Residential Customers	8,683 Residential Customers Total Tons 2022: Collected 16,786, Diverted 42.4%, Disposed 7,117 Total Tons 2023: Collected 10,093, Diverted 46.6%, Disposed 5,389 ASL: 27 (solid waste, recyclable, and organic materials collection) Flatbed Truck: 1 (bulky items)	
Commercial Customers	41 MF Customers, 433 Commercial Total Tons 2022: Collected 14,533, Diverted 16.5%, Disposed 12,135 Total Tons 2023: Collected 9,067, Diverted 15.7%, Disposed 7,644 FEL: 6 (solid waste, recyclable, and organics collection)	
City Customers	WM provides free solid waste collection (trash, recyclables, organics) to 15 City Facilities	

	Customer	Baldwin Park
Commencement Date	January 1990	
Jurisdiction Representative Name, Address, Phone Number	Sam Gutierrez Director of Public Works Public Works Department 14403 E. Pacific Avenue, Baldwin Park, CA 91706 (626) 960-4011 sgutierrez@baldwinpark.com	
Services Provided	Residential Cart: solid waste, recyclable, organic materials collection Commercial Bins: solid waste, recyclable, organic materials collection Roll-off Box: solid waste, recyclable, organic materials collection, and C&D collection Bulky Items, Christmas Tree Collection, Sharps, Backyard Service, Senior Discount, and, Community Clean-up Events, Local Student Programs.	
Residential Customers	11,648 Residential Customers Total Tons 2022: Collected 29,970, Diverted 32.8%, Disposed 20,140 Total Tons 2023: Collected 18,108, Diverted 34%, Disposed 11,951 ASL: 27 (solid waste, recyclables, organics) RL: 1 (solid waste, organics collection)	
Commercial Customers	765 MF, 683 Commercial Total Tons 2022: Collected 26,207, Diverted 20.3%, Disposed 20,887 Total Tons 2023: Collected 15,772, Diverted 20.1%, Disposed 12,602 FL: 11 (solid waste, recyclables, organics) Scout Truck: 4 two-axle vehicles Flatbed Truck: 2 (bulky items)	
City Customers	WM provides free solid waste collection (trash, recyclables, organics) to 14 City Facilities, as well as 92 bus stop trash cans	

Sample Service Transition – City of Chino Hills

Our most recent transition was in the City of Chino Hills, July 1, 2022. After being awarded the contract in January 2022, we executed a seamless citywide—residential and commercial—transition in five months! Chino Hills represents close to 20,000 residential accounts and over 300 commercial accounts. Despite not having received accurate customer data, and their previous hauler unexpectedly not upholding their obligation to remove their carts, our Transition Team was so well prepared that we transitioned with very minimal, if any, customer service disruptions. Please see highlights below.

Service Highlights

- Delivered and Removed 796 commercial customer containers (June 2022)
- Delivered 66,897 and removed approximately 35,000 residential customer carts (July 11- Mid October 2022)
- First week of service, despite falling in the middle of a National Holiday, we only recorded:
 - 14 residential missed pick-ups
 - 1 commercial missed pick-up

Our service success was due to our meticulous planning and dedicated team of route managers that we pulled from neighboring hauling districts to provide field support during this important transition period, thus ensuring every route was completed.

Education & Outreach

- Conducted three (3) residential and two (2) commercial workshops.
- Provided ample information to all customers via hard copy mailouts and social media.
- Stationed a dedicated team of Recycling Representatives at City Hall for two weeks after the contract started to provide immediate customer support for questions or concerns.

Commercial Compliance:

- Completed site visits and assistance with waiver approvals.
- Commercial compliance with SB 1383 is 98%.

The same meticulous plan is outlined in Section 3.3 to ensure the same success in Diamond Bar.

	Customer	Chino Hills
Commencement Date	July 2022	
Jurisdiction Representative Name, Address, Phone Number	Susan Shaker Senior Management Analyst	

	Customer	Chino Hills
		City Manager's Office 14000 City Center Drive Chino Hills, CA 91709 P (909) 364-2633 sshaker@chinohills.org www.chinohills.org Rod Hill Assistant City Manager City Manager's Office 14000 City Center Drive Chino Hills, CA 91709 P (909) 364-2612 C (562) 457-8602 rhill@chinohills.orgwww.chinohills.org
Services Provided		Residential Cart Service (solid waste, recyclable and organics collection), Curbside Bulk Collection Service, E-waste, Sharps, Used Motor Oil, Community Cleanups, Temp bin service Commercial Bins, Roll-off Box (solid waste, recyclable and organics collection), SB 1383 Technical assistance - Free Site Audits & Recycling training, and Food Recovery Assistance Industrial- Roll Off Service (solid waste, recyclable and organics collection) and Compactor Service (solid waste, recyclable, organics collection) C&D Collection & Recycling- provided through Roll Off service
Residential Customers		SF& MFD Cart Service: 19,949 customers Total Tons Collected 16,597, Diverted 5,510 tons (July 2022-December2022) Type and Number of Vehicles Dispatched per day – Side Loaders: 10 (solid waste, recyclables, organics)
Commercial Customers		Commercial (253 accounts) MF Accounts (22) Industrial (49 accounts)

	Customer	Chino Hills
		Total Tons Collected 9,241, Diverted 830 tons (July 2022-December2022) Type and Number of Vehicles Dispatched per day FEL: 4 units (solid waste, recyclables, organics) 2- Scout trucks, 2-axle vehicles
City Customers		WM provides free solid waste collection (trash, recyclables, organics) to 9 Facilities

Why choose Waste Management?

For starters, we have an amazing

99.9%

pickup accuracy.

We are also a leading provider of integrated environmental solutions in North America.

2.3 KEY PERSONNEL QUALIFICATIONS

Provide an organizational chart and brief biographical description of the key personnel the proposer would assign to the transition team and the ongoing management of the services to be provided under the Agreement. Specify the percentage of time each individual will be assigned to services specified in the Franchise Agreement. Identify municipalities who have worked with the key personnel. Indicate which key personnel will be designated as the contractor liaison, service liaison, contractor representative, and emergency contact.

Your local Diamond Bar service team brings together a diversity of backgrounds, skillsets, and expertise connected by a common denominator, you - our customer.

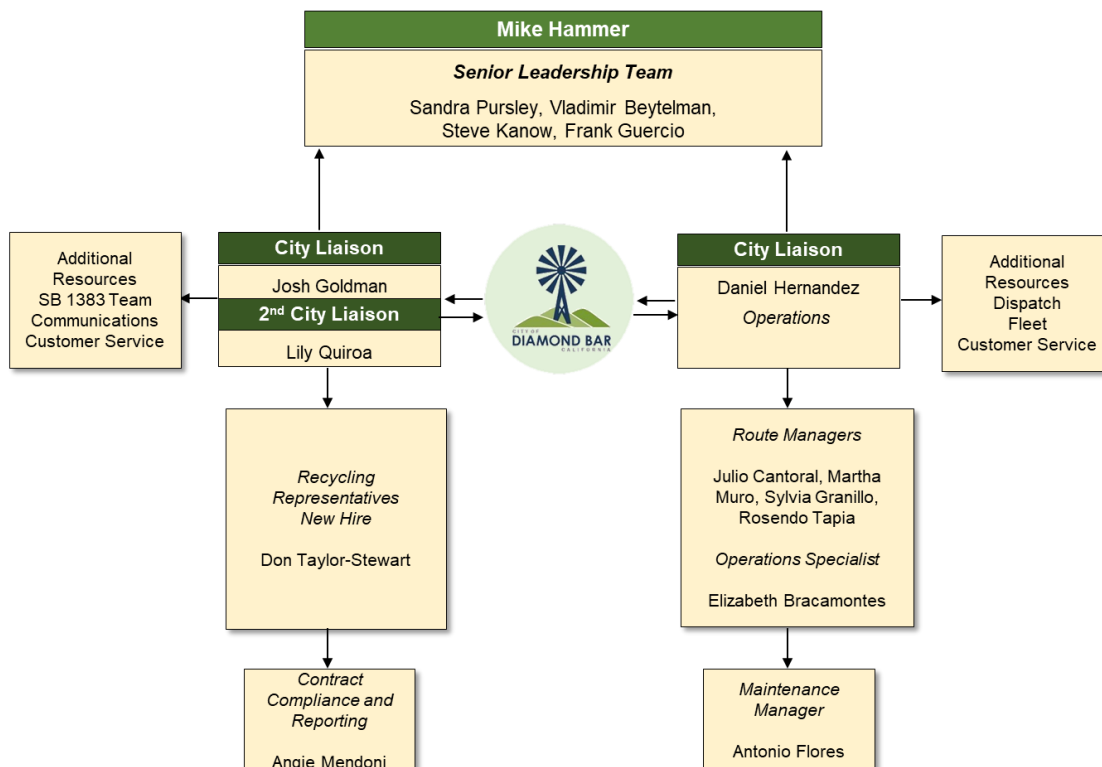
WM's trained, dedicated local team for the City of Diamond Bar is already in place, supporting City staff and interacting with the community. This team includes your local liaisons, Josh Goldman, and Daniel Hernandez, who will continue to serve as the day-to-day points of contacts under this new agreement.

In addition to Josh and Daniel, WM's Public Sector team for Diamond Bar includes San Gabriel Regional Manager Lily Quiroa, Recycling Coordinator Donald Taylor-Stewart, Compliance and Reporting Manager Angie Mendoni, and a soon to be hired Recycling and Sustainability Manager that will be 100% dedicated to serving Diamond Bar.

WM's Operations team for Diamond Bar, headed by District Manager Daniel Hernandez, includes residential Route Managers Julio Cantoral and Martha Muro, Roll-off Route Manager Sylvia Granillo, Commercial Route Manager Rosendo Tapia, and Operations Specialist Elizabeth Bracamontes.

This local team is backed by our regional, statewide, and national resources for Customer Service, Communications, Fleet, and SB 1383 Compliance, ensuring Diamond Bar always has access to industry-leading knowledge and expertise.

Below is an organization chart of the Southern California team that will be serving the City of Diamond Bar.



Following are biographies describing the abilities and tenure of your local Diamond Bar/WM team:

Your Local Transition & Ongoing Management Team – Already in Place and at Work for Diamond Bar

Josh Goldman, Public Sector Services Manager | 100% of Time Dedicated to Diamond Bar

Josh Goldman will be the designated contractor liaison, service liaison, contractor representative, and emergency contact for the vibrant city of Diamond. He joined WM in 2022 as a Public Sector Representative and brings with a wealth of experience working in Legislative Offices and the public sector alongside elected officials and political candidates.

Recognizing the importance of efficiently implementing SB 1383 regulations, Josh devotes 100% of his time to addressing the city's needs and concerns. He currently collaborates closely with City staff on citywide outreach, troubleshooting service issues, public education campaigns, and SB 1383 compliance.

With extensive experience working with municipalities and their constituents, Josh deeply understands the city's unique challenges; Josh is committed to building upon the relationships he has already made in the Diamond Bar community. His collaborative approach involves working closely with local businesses, Homeowner Associations, and community organizations to find innovative solutions that align with the city's sustainability goals.

As a trusted liaison in the public sector, Josh has honed his skills in actively listening to and addressing community concerns. His ability to think outside the box and extensive knowledge of public administration enable him to navigate complex issues quickly, which is vital to rolling out regulations like SB 1383.

Josh's unwavering dedication, creative problem-solving skills, and friendly demeanor make him an invaluable asset to the city of Diamond. Under his guidance, the transition to SB 1383 and the city's overall progress are in capable hands. If additional support is required, Lily Quiroa will serve as Josh's backup and play an integral role in supporting him throughout the transition and implementation of SB 1383.

Municipalities that have worked with Josh: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Diamond Bar's local team meets regularly with City staff to guarantee residents receive seamless service day-to-day and serve as an immediate point of contact for troubleshooting all service-related concerns. Together they bring years of experience serving the community, providing a successful track record for producing safe, efficient results with a strong focus on customer satisfaction, safety, and compliance.

Lily Quiroa, Public Sector Regional Manager | 25% of Time Dedicated to Diamond Bar

As our Public Sector Regional Manager, Lily will be the secondary point of contact for city staff and a WM representative to the community, state and local officials, residents, and businesses. Lily has over 25 years' experience in Government Affairs, focused on community engagement.

Lily will oversee all Public Sector responsibilities including new programs, training and development of the San Gabriel team, community outreach/education, pricing, sustainable solutions, and contract compliance. Lily and her team are recognized for putting the customer first.

Municipalities that have worked with Lily: Regional Manager for San Gabriel Valley

Donald Taylor-Stewart, Recycling Coordinator | 25% of Time Dedicated to Diamond Bar

As our recycling coordinator, Donald works closely with our multifamily, and commercial customers to enhance customer awareness of waste reduction, recycling, and reuse. He is responsible for providing in-person recycling education to WM communities as well as managing targeted campaigns aimed at driving material diversion and/or program participation. He will be responsible for the planning, execution, and reporting of Diamond Bar's contract-required recycling programs and initiatives and promoting recycling at community events.

Municipalities that have worked with Donald: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Hiring Soon, Recycling and Sustainability Manager | 100% of Time Dedicated to Diamond Bar

WM will hire and train a qualified Recycling and Sustainability Manager that will support the City of Diamond Bar for the life of the new contract. This manager will work with customers within the City to focus on diversion rates, mandate compliance, and public awareness and education. This valuable resource will be well equipped to assist the City.

Municipalities that have worked with Recycling and Sustainability Manager: TBD

Daniel Hernandez, District Manager for San Gabriel Baldwin Park | 100% of Time Dedicated to Diamond Bar

Daniel began his career with WM in 2007 as an Operations Manager Trainee assisting various Southern California WM sites with rerouting and efficiency gains. In 2010 he was promoted to Route Manager in our Corona Hauling District and then transferred to Chino Hauling in 2011 as a Route Manager. Daniel was promoted in 2020 to the District Manager of the San Gabriel Hauling District.

As District Manager, he oversees the day-to-day operations of the District, including oversight of all employees that are responsible for the collection of garbage, recycling, and organics. He provides leadership support to front-line managers for safety, operational, and service performance while also diagnosing and improving processes and procedures. He is responsible for the District's overall service and budget performance. Daniel will interact with Diamond Bar staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, he will oversee the completion of all operational tasks.

Municipalities that have worked with Daniel: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar



Route Managers support the daily operations within their Districts. Each route manager will work closely with Diamond Bar's drivers, assisting with morning launches, ensuring each vehicle is properly inspected at the beginning and conclusion of each route, and monitoring drivers throughout their collection routes

with a focus on safety and customer service. At the end of the day, they meet with all drivers to review operations and to highlight areas of opportunity that can improve service. Route Managers will work closely with their areas within the City of Diamond Bar during the implementation of new services, helping to develop and test new collection routes, and proactively addressing customers' unique site requirements and service requests.

Sylvia Granillo, Roll-off Route Manager, | 100% of Time Dedicated to Diamond Bar

Currently, Sylvia oversees all roll-off operations. Sylvia started her career with WM over 28 years ago as an administrative assistant and worked her way up in the various departments within WM. For the past 10 years, Sylvia has worked as a route manager. She brings a wealth of experience and is recognized for that through her assignment as the key contact for driver training.

Municipalities that have worked with Sylvia: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Julio Cantoral, Residential Route Manager | 50% of Time Dedicated to Diamond Bar

Julio has 16 years of route management experience, and eight years with WM. Prior to WM, he worked for six years with the LA County Office of Education as a transporter scheduler.

Julio consistently works with our drivers to solve problems and overcome daily challenges. During his time with WM, Julio has been recognized for creating a great working culture with our drivers and City Staff.

Municipalities that have worked with Julio: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Martha Muro, Residential Route Manager | 50% of Time Dedicated to Diamond Bar

Martha has 15 years of experience in Customer service. Her journey in WM began as a commercial/residential dispatcher. She has knowledge and understanding on how the routes are being viewed by the drivers and the understanding of keeping the customer first. In 2018 she was San Gabriel's Operations Specialist where she learned the operations of the site and had the opportunity to work with Route Managers and drivers. In 2022 she was promoted to her current position as a Residential Route Manager. She has learned the metrics that goes into having an efficient route still keeping the customer first and the drivers' safety.

Municipalities that have worked with Martha: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Rosendo Tapia, Commercial Route Manager | 100% of Time Dedicated to Diamond Bar

Rosendo brings 15 years of route logistics experience to Diamond Bar. He started his career as a route manager for Brinks, Inc., and has worked for WM for five years. In his current position as a Route Supervisor, Rosendo oversees all commercial routes. He is familiar with the City of Diamond Bar's commercial sector. He regularly works with City staff to address areas of concern and needs. Rosendo is excellent at solving problems and he enjoys completing site visits where he can meet our customers in person and ensure that they receive quality service.

Municipalities that have worked with Rosendo: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Elizabeth Bracamontes, Operations Specialist, San Gabriel Baldwin Park | 25% of Time Dedicated to Diamond Bar

Diamond Bar WM Operations Specialists provide operational support to their local teams. Their primary responsibilities are to manage safety gear (PPE) and training, facilitate daily driver check in and check out, and support route managers during morning safety meetings, vehicle inspections, and end of day recap meetings. In addition, they work closely with each areas' Business License departments to keep all operating permits and licenses in compliance.

Municipalities that have worked with Elizabeth: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Angie Mendoni, Contract Compliance Manager | 25% of Time Dedicated to Diamond Bar

With nearly three decades of experience with WM in the Southern California area, and extensive Diamond Bar knowledge, Angie will provide vital contract compliance oversight to Diamond Bar. She works closely with our WM teams and is responsible for contract audits, rate adjustments, and all contractually required reporting. She will support our services in Diamond Bar by providing verification for all contract service information and rates listed in Knowledge, our knowledge database utilized by our customer service representatives. She has been responsible for contract compliance for multiple Southern California jurisdictions including Arcadia, Baldwin Park, Diamond Bar, La Verne, Diamond Bar, and San Dimas.

Municipalities that have worked with Angie: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Antonio Flores, Maintenance Manager, San Gabriel Baldwin Park | 100% of Time Dedicated to Diamond Bar

Diamond Bar's WM Maintenance Managers review the safety and reliability of our collection vehicles. Specifically, they oversee our vehicle maintenance shops, maintenance staffs, and preventive maintenance programs. They will be responsible for all initial and ongoing procurement of vehicles required for the service of Diamond Bar collections. Additionally, they will oversee repairs, inspections, scheduled maintenance, and cleanliness of Diamond Bar collection vehicles, oversee maintenance of service vehicles and take the lead on the acquisition of inventory required to service the Diamond Bar. Their team's proactive maintenance schedule is critical in our front-line success.

Municipalities that have worked with Antonio: La Verne, San Dimas, Arcadia, Baldwin Park, and Diamond Bar

Blanca Gutierrez, Area Customer Experience Manager

With over 25 years at WM, Blanca is currently responsible for overseeing the administration of the customer service knowledge base that we use to communicate to our customers. Blanca oversees the training of our customer service representatives on all aspects of our contracts and provide talking points

to the representatives during the transition period and for ongoing service needs throughout the contract life.

Jennifer Andrews, Communications, Senior Manager

Jennifer Andrews is an award-winning communication professional experienced in developing and executing all aspects of communications campaigns. She has 25 years of experience in corporate infrastructures, including leading marketing communications teams in three multi-billion-dollar companies.

Andrews spent the first ten years of her career in public relations agencies and worked for the federal government. Andrews began her career as a print journalist. She has served on the boards of directors of Keep California Beautiful, the American Marketing Association and San Diego's 'A Reason To Survive'.

Andrews holds a bachelor's degree in journalism from New York University, and a certificate in social media from the University of California, Irvine.

The market area team below will continue to support the local team in servicing the City of Diamond Bar.

Mary Herrera, Centralized Dispatch Manager

Mary has been with WM for nearly 30 years. In this time, Mary has been a Customer Service Representative, a Sales Representative, a Service Machine Core Team Member, and Area Customer Experience Manager, and finally an Area Dispatch Manager. From this, Mary brings an array of industry knowledge and experience.

As an Area Dispatch Manager, Mary is responsible for planning and dispatching routes for all Southern California. She regularly works with the Operations team to improve driver efficiencies and resolve service issues identified by drivers. Mary also regularly works with Customer Experience, Sales, and Public Sector Services to ensure that our customers are receiving the highest quality of service. Under Mary's leadership, Southern California's dispatch team has been regularly ranked a top performer companywide.

WM offers Diamond Bar an Experienced Team Dedicated to SB 1383

WM's SB 1383 Regulatory Team is available and on call to help Diamond Bar every step of the way. A dedicated SB 1383 team is crucial to a municipality, ensuring focused attention and expertise on effectively implementing the regulation. And while this team is not 100% dedicated to the city, their commitment to the law allows them to navigate the complexities and nuances of SB 1383, providing guidance and support to the City of Diamond Bar and its residents and businesses. This dedicated team helps clarify any confusion surrounding the regulations, and they work directly with CalRecycle to ensure all team members are well-prepared to execute the legislation in the franchises, benefiting the municipality and its waste management goals. So, whether its route audits, generating reports for CalRecycle, or educating organic waste generators, our team has the expertise and knowledge to guide you through the process. Below is an outline of our SB 1383 team of experts.

Kevin Mattson, Organics Project Development, Senior Manager

Kevin supports the project and business development for organic waste solutions throughout the Southern California WM area and will be a key resource for Diamond Bar. Having an expert that has in-depth knowledge in organics on the team is key to the success of SB 1383 for several reasons. Kevin understands the intricacies of organic waste management, including composting, anaerobic digestion,

and other methods of organic waste diversion. His expertise provides our cities valuable insights and guidance on implementing effective strategies to meet SB 1383 requirements. Also, with the complexity of SB 1383, it is important to maximize resources. Organic waste presents an opportunity for resource recovery and sustainable practices. Kevin can navigate the complexities of maximizing the value of organic waste by converting it into valuable products like compost, renewable energy, or biofuels. This not only helps meet SB 1383 targets but also contributes to a circular economy, a key goal of WM. Last and probably most importantly, as regulations and best practices evolve, having Kevin on the team ensures ongoing monitoring, evaluation, and adjustment of waste management strategies. He also works closely with WM's Organic's Corporate Team to stay updated on industry trends, emerging technologies, and regulatory changes, allowing for continuous improvement and adaptation to ensure long-term SB 1383 success.

Brian Bowen, Sr. Regulatory Manager & SB 1383 Specialist

Brian Bowen is WM's Senior Regulatory Manager for California and has overall responsibility to provide a comprehensive and state-wide point of contact for California regulations associated with the 2016 Short-lived Climate Pollutants: Organic Waste Reductions law (SB 1383). Brian works closely with WM teams including Government Affairs, Legal, Procurement, Public Sector Services and Operations ensuring a high level of coordination and compliance across the enterprise. He regularly interfaces with the regulatory community, trade associations and individual jurisdictions as needed. Brian also assists WM's California Government Affairs team with review of new regulations affecting the waste industry and actively participates regulation development workshops at CARB, CalRecycle and DTSC.

Brad Cea, SB 1383 Director

Brad has spent the last seven years serving as Director of Sales and Public Sector Services for Waste Management's Northern California Nevada market Area. In these roles, Brad had direct leadership for the open market and the governmental sales teams to retain and grow new business for the Area. During his tenure, he successfully extended or renegotiated over 98% of the Area's franchise contracts, which included SB 1383 implementations. He also played an integral role in deploying WM's Smart Truck technology in the Northern California market, including standardizing reporting, recycling education and outreach plans based on the Smart Truck data, and assisting with creating the contamination auditing process for the Area. Before joining the Northern California Nevada team, Brad led the Inside Sales Channel for WM, achieving triple-digit revenue growth during his six-year tenure as Senior Manager. He has recently accepted a new role as a Director of Corporate Sales where he is helping the Public Sector teams across Northern and Southern California with SB 1383 implementation or negotiations as well as assisting other cross departments understand the hauler requirements of SB 1383.

Diamond Bar's WM Senior Leadership Team

Together with our WM Local Team and our SB 1383 Regulatory Team, the following WM Area leaders provide support and resources required to execute the daily operations in Diamond Bar.

Michael Hammer, President of Southern California

Michael has over 20 years of experience in management within the waste and recycling industry. He is responsible for the overall leadership of our Southern California Market Area and its strategic direction, and for leading WM's Southern California teams through continued successful and sustainable operations.

Steve Kanow, Director of Operations | 20 Years

Steve has been in the waste and recycling industry for 20 years and brings a wealth of knowledge and experience to the team. He values the diversity and contributions of each employee and will partner with his colleagues and Diamond Bar to ensure a smooth transition. If additional resources are needed, Steve will be the point of contact to coordinate with the local team.

Sandra Pursley, Director of Public Sector Services | 15 years

Sandra has more than 15 years' experience in every aspect of the waste and recycling industry. She oversees all Public Sector responsibilities including new programs, community outreach/education, pricing, sustainable solutions, and contract compliance. Sandra is part of our Southern California leadership team that sets the Public Sector strategy and manages the implementation of AB 341, AB 1826, and SB 1383 compliant programs. Establishing community relationships and providing an exceptional customer service to our municipal customers is a goal for all her team. Sandra's resourcefulness and public sector knowledge, when combined with her renowned leadership skills have earned recognition for her team and the respect of the customers she serves.

Vladimir Beytelman, Area Director of Finance | 15 years

Vladimir has more than 15 years' experience as finance director for several Fortune 500 companies including 10 years as the Manager North America FP&A for Mattel, Inc. As our Area director of Finance, Vladimir leads our finance department that covers Hawaii, Los Angeles, Riverside, San Bernardino, San Diego, Orange, Ventura, Santa Barbara, San Luis Obispo, Fresno, Kerns, Kings, Tulare, and Madera Counties. He will oversee financial and operating performance and certify compliance with financial obligations throughout the agreement's term.

Frank Guercio, Area Fleet Director | 20 Years

Frank uses his nearly 20 years of WM experience to oversee all Central and Southern California sites as our Area Fleet Director. Frank is well versed in the latest equipment technology and is spearheading efforts to leverage technology in everything from trucks to containers and to everyday collection and maintenance practices.

Frank is responsible for supporting the area in all things related to truck acquisition, maintenance, and final disposal. Since joining WM, Frank's team has successfully improved operational efficiency, reduced

vehicle downtime and breakdown frequency, increased training, and technician development. Notably, he has reduced our reliance on third-party companies to complete our maintenance program mission of having the highest quality vehicles at the lowest possible operating expense.

Our local team knows Diamond Bar. No other provider knows your residents like we do, and no other provider offers the same depth and breadth of experience as your assembled WM team. As the top provider in Southern California, we bring the whole package to Diamond Bar – local knowledge, extensive experience, and the industry’s best safety record. Together, we are keeping Diamond Bar’s residents safe and your community clean.

2.4 PROPOSER'S PAST AND PENDING LITIGATION

List all civil or misdemeanor or felony criminal court or administrative filings by and/or against California government agencies that are currently pending and/or that have been filed, settled or otherwise received a disposition within the last ten years that relate to the provision of solid waste service listing the names of the parties, the case number, and a brief description of the case and disposition, if any. This paragraph is applicable to the following persons and entities:

- The key personnel
- The owners and officers of the company
- The entity submitting the proposal; and/or,
- Any parent or affiliated company for actions filed in the State of California (For affiliates, proposer may limit disclosures of non-criminal matters to those in the Los Angeles County.
- Any strategic partners or subcontractors identified in RFP.
- Include the resolution and current status of each civil legal action.

Note: The term "affiliate" as used in this RFP is defined in Article Section 1.1 of the Agreement

As one would expect with a corporation with business of the size, extent and diversity of WM's business, WM has been involved in various lawsuits over the past ten years, including, but not limited to, personal injury cases, debt collection, small claims cases, workers compensation claims and other litigation. Notwithstanding the foregoing, there are no lawsuits currently pending against WM that could reasonably be expected to have any materially adverse impact on the performance of WM's obligations under the contract.

There are no administrative or judicial actions currently pending against WM or any facility or property owned or operated by WM that could reasonably be expected to have any materially adverse impact on the performance of WM's obligations under the contract.

Below is our current litigation disclosure.

Confidential –Business Proprietary/Trade Secret Information
Not a Public Record – Not to be Disclosed to Public
Litigation Disclosure for Southern California

Proposer: Waste Management Collection and Recycling, Inc.						
Date	Matter Name	Matter Description	State	Court	Case No.	Status
12/31/2020	Cal OSHA – Moreno Valley, CA (Robles)	Cal OSHA Investigation regarding employee injured in the workplace	California	Cal.App. 1st	N/A	Settled.
10/05/2022	Cal OSHA – San Gabirel, CA	Cal OSHA Investigation regarding employee injured in the workplace	California	Cal.App. 1st	N/A	Settled.

The RFP requests some information that Proposer does not track in a centralized manner. We have made a good faith effort to respond to the criteria through a diligent search of our databases, but certain information is excluded from the scope of our response, such as non-litigation matters (including those for which arbitration or mediation arose as a form of dispute resolution), third party personal injury and property damage claims, which are managed by Proposer's insurers and workers compensation matters. This information has been limited within the scope of Southern California.

2.5 FINANCIAL INFORMATION

Provide the following financial information for the most recently completed fiscal year for the proposer or, if a corporate guaranty is to be provided, for the guarantor:

- *The type of financial statements (audited or reviewed) and the corporate entity that they represent (proposer or corporate guarantor).*
- *The most recently completed fiscal year for which financial statements are available.*
- *Annual revenue from the most recently completed financial statements.*
- *Current Assets to Current Liabilities ratio (current assets/current liabilities) from the most recently completed financial statements.*
- *Total Liabilities to Total Assets ratio (total liabilities/total assets) from the most recently completed financial statements.*

Upon request, proposers must submit the financial statements upon which the requested financial information is based within five (5) business days of the request. Statements must be prepared and presented in accordance with Generally Accepted Accounting Principles applied on a consistent basis and must include a statement by the chief financial officer of the proposer's company that there has been no material adverse change in conditions or operations, as reflected in the submitted balance sheets, income statements and cash flow statements, since the date on which they were prepared.

Proposers requested to submit financial statements may submit a single copy, stamped "confidential" and request for its return upon completion of the procurement process. The City will attempt to maintain the confidentiality of such a request, although confidentiality cannot be guaranteed.

The selected proposer will be required to submit "reviewed" or "audited" financial statements that demonstrate reasonable financial resources and stability to the satisfaction of the City. If awarded the contract, the financial statements shall remain with the City.

Financial Strength: The Foundation for Our Commitment

As a wholly owned, indirect subsidiary of Waste Management, Inc., Waste Management Collection and Recycling, Inc. (WM) does not report financial results. All financial reporting occurs through our parent entity. As a publicly traded company, WM is held to the most stringent regulations for accurate and timely financial disclosure. WM's financial statements are audited.

Revenue in 2022 was \$19.7 billion, and WM has an asset base of \$31.4 billion. Current assets to current liabilities ratio from the most recently completed financial statements is 1.29. The total liabilities to total assets ratio from the most recently completed financial statements is .78. These ratios are evidence that WM's financials are extraordinarily strong and stable. The company generates strong and consistent cash flow and has access to an extensive line of credit. WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in carrying out our broad services.

Full financial results are available on our website at investors.wm.com.

WM has achieved solid investment-grade credit ratings from three major rating agencies. Most recently, the company has been assigned ratings of A-/A-2 by Standard & Poor's, BBB+ by Fitch, and Baa1 by Moody's. The ratings are based on expectations that management will maintain good liquidity, pursue a moderate financial policy, and allocate capital in a disciplined manner. The credit outlook from each agency for WM is characterized as stable.

WM's financial strength, as summarized above, gives Diamond Bar assurance that we can and will fulfill our obligations.

- WM is committed and financially able to perform all operations in full compliance with applicable federal, state, and local regulations and to provide clear documentation of that compliance.
- WM offers the most extensive network providing waste management services in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, new capital requirements are internally financed by WM using cash flow from existing operations - freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

WM's financial strength helps us to continually innovate and invest in technologies including organic solutions for all the customers we serve, including Diamond Bar, and we are committed to maintaining that strength.

For your convenience, please refer to the following links for the WM Annual Reports for the past three (3) fiscal years to supplement our current financial information.

2022: <https://investors.wm.com/static-files/3bbb4e9d-812b-4a99-87a9-db600206f1a2>

2021: <https://investors.wm.com/static-files/6f36d219-fd4c-43ce-93f6-35f5928eb2eb>

2020: <https://investors.wm.com/static-files/4c8211bb-a942-4874-ac5f-a19bdd5756c9>

Waste Management, Inc. (WMI) is a holding company, and all operations are conducted by its subsidiaries. Please see:

<https://www.sec.gov/Archives/edgar/data/823768/000119312517046480/d252547d10k.htm>

All subsidiaries of WMI are affiliates of each other, pursuant to the SEC/ Rule 144 definition.

Audited Financial Statements

WM provides audited financial statements for Waste Management, Inc., who is the indirect parent of Proposer. We do not prepare audited financial statements for subsidiaries, and therefore such financial statements do not exist for the proposer, Waste Management Collection and Recycling, Inc.

Per requirements, we have included business tax returns for Waste Management Collection and Recycling, Inc. as a separate document for your review.

Audited Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on Internal Control over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2022 consolidated financial statements of the Company, and our report dated February 7, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas
February 7, 2023

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of Waste Management, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2022 and 2021, the related consolidated statements of operations, comprehensive income, cash flows, and changes in equity for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the “consolidated financial statements”). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company’s internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 7, 2023 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on the Company’s financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Depletion

Description of the Matter At December 31, 2022, the Company's landfill assets, net of accumulated depletion, totaled \$7.6 billion and the associated depletion expense for 2022 was \$754 million. As discussed in Note 2 of the financial statements, the Company updates the estimates used to calculate individual landfill depletion rates at least annually, or more often if significant facts change. Landfill depletion rates are used in the computation of landfill depletion expense.

Auditing landfill depletion rates and related depletion expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted and expansion airspace, airspace utilization factors, and projected timing of retirement activities.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill depletion rates and calculating depletion expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill depletion rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of depletion expense.

To test the landfill asset depletion rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY's engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill depletion rates.

Landfill – Final Capping, Closure and Post-Closure Costs

Description of the Matter At December 31, 2022, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$2.7 billion. As discussed in Note 2 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. These assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill; airspace consumed to date in relation to total estimated permitted and expansion airspace; and the projected timing of retirement activities.

How We Addressed the Matter in Our Audit We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of landfill asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas
February 7, 2023

WASTE MANAGEMENT, INC.
CONSOLIDATED BALANCE SHEETS
(In Millions, Except Share and Par Value Amounts)

	December 31,	
	2022	2021
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 351	\$ 118
Accounts receivable, net of allowance for doubtful accounts of \$26 and \$25, respectively	2,461	2,278
Other receivables, net of allowance for doubtful accounts of \$7 and \$8, respectively	291	268
Parts and supplies	164	135
Other assets	284	270
Total current assets	3,551	3,069
Property and equipment, net of accumulated depreciation and depletion of \$21,627 and \$20,537, respectively	15,719	14,419
Goodwill	9,323	9,028
Other intangible assets, net	827	898
Restricted funds	348	348
Investments in unconsolidated entities	578	432
Other assets	1,021	903
Total assets	<u>\$ 31,367</u>	<u>\$ 29,097</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 1,766	\$ 1,375
Accrued liabilities	1,625	1,428
Deferred revenues	589	571
Current portion of long-term debt	414	708
Total current liabilities	4,394	4,082
Long-term debt, less current portion	14,570	12,697
Deferred income taxes	1,733	1,694
Landfill and environmental remediation liabilities	2,700	2,373
Other liabilities	1,106	1,125
Total liabilities	24,503	21,971
Commitments and contingencies (Note 10)		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized;		
630,282,461 shares issued	6	6
Additional paid-in capital	5,314	5,169
Retained earnings	13,167	12,004
Accumulated other comprehensive income (loss)	(69)	17
Treasury stock at cost, 222,396,166 and 214,158,636 shares, respectively	(11,569)	(10,072)
Total Waste Management, Inc. stockholders' equity	6,849	7,124
Noncontrolling interests	15	2
Total equity	6,864	7,126
Total liabilities and equity	<u>\$ 31,367</u>	<u>\$ 29,097</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.**CONSOLIDATED STATEMENTS OF OPERATIONS**
(In Millions, Except per Share Amounts)

	Year Ended December 31,		
	2022	2021	2020
Operating revenues	\$ 19,698	\$ 17,931	\$ 15,218
Costs and expenses:			
Operating	12,294	11,111	9,341
Selling, general and administrative	1,938	1,864	1,728
Depreciation, depletion and amortization	2,038	1,999	1,671
Restructuring	1	8	9
(Gain) loss from divestitures, asset impairments and unusual items, net	62	(16)	35
	<u>16,333</u>	<u>14,966</u>	<u>12,784</u>
Income from operations	<u>3,365</u>	<u>2,965</u>	<u>2,434</u>
Other income (expense):			
Interest expense, net	(378)	(365)	(425)
Loss on early extinguishment of debt, net	—	(220)	(53)
Equity in net losses of unconsolidated entities	(67)	(36)	(68)
Other, net	(2)	5	5
	<u>(447)</u>	<u>(616)</u>	<u>(541)</u>
Income before income taxes	<u>2,918</u>	<u>2,349</u>	<u>1,893</u>
Income tax expense	<u>678</u>	<u>532</u>	<u>397</u>
Consolidated net income	<u>2,240</u>	<u>1,817</u>	<u>1,496</u>
Less: Net income (loss) attributable to noncontrolling interests	<u>2</u>	<u>1</u>	<u>—</u>
Net income attributable to Waste Management, Inc.	<u>\$ 2,238</u>	<u>\$ 1,816</u>	<u>\$ 1,496</u>
Basic earnings per common share	<u>\$ 5.42</u>	<u>\$ 4.32</u>	<u>\$ 3.54</u>
Diluted earnings per common share	<u>\$ 5.39</u>	<u>\$ 4.29</u>	<u>\$ 3.52</u>

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)

	Year Ended December 31,		
	2022	2021	2020
Consolidated net income	\$ 2,240	\$ 1,817	\$ 1,496
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	3	9	15
Available-for-sale securities, net	(24)	(6)	11
Foreign currency translation adjustments	(65)	(28)	20
Post-retirement benefit obligations, net	—	3	1
Other comprehensive income (loss), net of tax	<u>(86)</u>	<u>(22)</u>	<u>47</u>
Comprehensive income	<u>2,154</u>	<u>1,795</u>	<u>1,543</u>
Less: Comprehensive income (loss) attributable to noncontrolling interests	<u>2</u>	<u>1</u>	<u>—</u>
Comprehensive income attributable to Waste Management, Inc.	<u>\$ 2,152</u>	<u>\$ 1,794</u>	<u>\$ 1,543</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS
(In Millions)

	Year Ended December 31,		
	2022	2021	2020
Cash flows from operating activities:			
Consolidated net income	\$ 2,240	\$ 1,817	\$ 1,496
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation, depletion and amortization	2,038	1,999	1,671
Deferred income tax expense (benefit)	49	(77)	165
Interest accretion on landfill and environmental remediation liabilities	112	111	103
Provision for bad debts	50	37	54
Equity-based compensation expense	84	108	94
Net gain on disposal of assets	(21)	(25)	(9)
(Gain) loss from divestitures, asset impairments and other, net	62	(16)	43
Equity in net losses of unconsolidated entities, net of dividends	67	38	60
Loss on early extinguishment of debt, net		220	53
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(329)	28	(179)
Other current assets	(35)	(39)	10
Other assets	42	34	53
Accounts payable and accrued liabilities	393	206	(37)
Deferred revenues and other liabilities	(216)	(103)	(174)
Net cash provided by operating activities	4,536	4,338	3,403
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(377)	(75)	(4,085)
Capital expenditures	(2,587)	(1,904)	(1,632)
Proceeds from divestitures of businesses and other assets, net of cash divested	27	96	885
Other, net	(126)	(11)	(15)
Net cash used in investing activities	(3,063)	(1,894)	(4,847)
Cash flows from financing activities:			
New borrowings	8,688	7,948	9,420
Debt repayments	(7,328)	(8,404)	(9,629)
Premiums and other paid on early extinguishment of debt		(211)	(30)
Common stock repurchase program	(1,500)	(1,350)	(402)
Cash dividends	(1,077)	(970)	(927)
Exercise of common stock options	44	66	63
Tax payments associated with equity-based compensation transactions	(39)	(28)	(34)
Other, net	(4)	49	(20)
Net cash used in financing activities	(1,216)	(2,900)	(1,559)
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	(6)	2	4
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	251	(454)	(2,999)
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	194	648	3,647
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 445	\$ 194	\$ 648
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	\$ 351	\$ 118	\$ 553
Restricted cash and cash equivalents included in other current assets	25	7	28
Restricted cash and cash equivalents included in restricted funds	69	69	67
Cash, cash equivalents and restricted cash and cash equivalents at end of period	\$ 445	\$ 194	\$ 648

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock		Noncontrolling Interests
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2019	\$ 7,070	630,282	\$ 6	\$ 5,049	\$ 10,592	\$ (8)	(205,956)	\$ (8,571)	\$ 2
Adoption of new accounting standards	(2)				(2)				
Consolidated net income	1,496				1,496				
Other comprehensive income (loss), net of tax	47					47			
Cash dividends declared of \$2.18 per common share	(927)				(927)				
Equity-based compensation transactions, net	172			80	1		2,158	91	
Common stock repurchase program	(402)						(3,687)	(402)	
Other, net					(1)		4	1	
Balance, December 31, 2020	\$ 7,454	630,282	\$ 6	\$ 5,129	\$ 11,159	\$ 39	(207,481)	\$ (8,881)	\$ 2
Consolidated net income	1,817				1,816				1
Other comprehensive income (loss), net of tax	(22)					(22)			
Cash dividends declared of \$2.30 per common share	(970)				(970)				
Equity-based compensation transactions, net	198			110	(1)		2,049	89	
Common stock repurchase program	(1,350)			(70)			(8,731)	(1,280)	
Other, net	(1)						4		(1)
Balance, December 31, 2021	\$ 7,126	630,282	\$ 6	\$ 5,169	\$ 12,004	\$ 17	(214,159)	\$ (10,072)	\$ 2
Consolidated net income	2,240				2,238				2
Other comprehensive income (loss), net of tax	(86)					(86)			
Cash dividends declared of \$2.60 per common share	(1,077)				(1,077)				
Equity-based compensation transactions, net	150			75	2		1,555	73	
Common stock repurchase program	(1,500)			70			(9,796)	(1,570)	
Acquisitions and other, net	11						4		11
Balance, December 31, 2022	\$ 6,864	630,282	\$ 6	\$ 5,314	\$ 13,167	\$ (69)	(222,396)	\$ (11,569)	\$ 15

See Notes to Consolidated Financial Statements.

2.6 INSURANCE

Proposer must submit evidence that the proposer either has, or is able to obtain, the insurance coverage required in the draft Agreement Section 11.89.

Certificates of Insurance

WM secures gold-standard insurance coverage to protect our partners. Going above and beyond, we provide environmental site liability coverage, which covers all active sites that are owned or operated by WM. It offers third-party liability for bodily injury and property damage, and off-site clean-up coverage, coverage for both sudden and non-sudden pollution incidents, and transportation coverage including the loading and unloading of the vehicle. Diamond Bar can rest easy with WM as your service provider knowing that you are always protected by best-in-class insurance. Copies of our certificates of insurance are included on the following pages which serves as evidence that WM has the insurance coverage required in the draft agreement.

City of Diamond Bar
Solid Waste Services



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)
12/8/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	LOCKTON COMPANIES 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538	CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED 1300299	WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED, RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002	INSURER A: Indemnity Insurance Co of North America	43575
		INSURER B: ACE American Insurance Company	22667
		INSURER C: ACE Fire Underwriters Insurance Company	20702
		INSURER D: ACE Property & Casualty Insurance Co	20699
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 19177612

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU INCLUDED ☒ ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y	Y	HDO G72955924	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COMP/OP AGG \$ 6,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ MCS-90	Y	Y	MMT H25575398	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$	Y	Y	XDUG27929242 008	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
A B C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C70311094 (AOS) WLR C70311057 (AZ,CA & MA) SCF C70311136 (WI)	1/1/2023 1/1/2023 1/1/2023	1/1/2024 1/1/2024 1/1/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	☒ EXCESS AUTO LIABILITY	Y	Y	XSA H25575350	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EL) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

CANCELLATION

19177612

FOR INFORMATION PURPOSES ONLY

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX office 5005 Lyndon B Johnson Freeway Suite 1500 Dallas TX 75244 USA		CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105 E-MAIL ADDRESS:	
INSURED Waste Management, Inc. 800 Capitol Street Suite 3000 Houston TX 77002 USA		INSURER(S) AFFORDING COVERAGE INSURER A: Ironshore Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 25445	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570094263820 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB ☐ OCCUR X EXCESS LIAB ☒ CLAIMS-MADE ☐ DED ☐ RETENTION			IEELPLLCAS2F002	07/01/2022	07/01/2023	EACH OCCURRENCE \$24,000,000 AGGREGATE \$24,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Env Site Liab			ISPILLSCAS2J002 Claims-Made	07/01/2022	07/01/2023	Each Incident Limit \$1,000,000 Aggregate Limit \$2,000,000

Certificate No : 570094263820

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATION PURPOSES ONLY

The evidenced policies cover all sites that are owned or operated by Waste Management, Inc. and that are scheduled for coverage. The policies provide Pollution Legal Liability.

CERTIFICATE HOLDER
CANCELLATION

Waste Management, Inc. 800 Capitol Street Suite 3000 Houston TX 77002 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Southwest, Inc.</i>

ACORD 25 (2016/03)

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3. PROPOSAL FOR SOLID WASTE SERVICES

Proposer shall describe how it plans to perform the solid waste services requested in this RFP and described in the Draft Franchise Agreement. Information must separately address all materials collected for Residential, Multifamily, Commercial, and City facilities.

3.1 COLLECTION SERVICES APPROACH

Proposer shall include detailed responses for each component of their collection approach, including at a minimum the categories listed below. If the strategies and/or assumptions are different for each organic material processing approach, provide details for each approach. Label each approach to correspond with the respective rate proposal.

- *Routing strategy and productivity assumptions by service sector (SFD, MFD, Commercial and City facilities); discussion of special routing (if any) for collecting in narrow streets, courts, and alleys; and route productivity assumptions (in terms of SFD accounts per route per day and MFD/Commercial lifts per route per day) and where these productivity assumptions have been accomplished in other cities serviced by the proposer.*
- *Collection methodology (e.g., automated, semi-automated, one- or two-person crews, etc.), including discussion of special methods (if any) for collecting in any hard-to-service areas.*
- *Number of and description of the collection vehicles to be utilized including make, model, and year, body type, yardage capacity, tonnage capacity, type of renewable natural fuel to be used, waste stream(s) to be collected (refuse, recycling, organics), cost, and lease or ownership arrangements. New vehicles are required for residential and MFD, commercial, and City collection services.*
- *This requirement is primarily to ensure that comparable rate proposals are submitted. The City reserves the right to allow the contractor to provide used collection vehicles.*
- *New or used vehicles may be used for support vehicles.*
- *Manufacturer's specifications of containers to be utilized. New carts shall be provided for residential and multifamily dwellings that use carts services and new or used containers (i.e., bins and drop boxes) may be provided for customers that are serviced with bins (i.e. MFD/Commercial/City customers).*
- *Container requirements are described in draft Agreement Section 7.104.3. Proposer shall supply complete technical data and manufacturing specifications on the specific cart, bins and Drop Boxes being used.*

Routing Strategy

Productivity Assumptions

Our routing software, eRouteLogistics® will minimize customer impact and maximize safety and efficiency as it allows us to create the most efficient routes using an algorithm that accounts for all conditions encountered on route.

Our GPS technology allows drivers to log service activity in real time, minimizing the opportunity for missed collections. Our onboard computing system dispatch (OCSD) software application is the system that aggregates all the data generated by our drivers via their onboard units (OBU). It is used by our route managers, dispatch, and customer service teams to make routing decisions and modifications in real time, answer customer questions, and develop new and modify existing routes for efficiency based on historical data.

Onboard Tablets Eliminate Learning Curve

Each collection truck is equipped with onboard tablets that display the driver's exact route, scheduled collections, and relevant account notes such as container placement. The tablets include GPS technology that allow drivers to log service activity in real-time. Collection statuses minimize the opportunity for missed collections. These resources will enable the WM drivers servicing Diamond Bar's commercial sector to learn their routes quicker and minimize service disruptions.

You can find an in-depth description of our eRouteLogistics® software, and other software programs discussed above and later in this section.

Route Development and On-going Route Maintenance

As discussed above, our routes are built utilizing a combination of the latest technology, historical data and driver knowledge. Some variables we consider are service time windows, traffic patterns, disposal trip time, enclosures, hard to service areas, etc. Typically, our route adjustments do not result in service day changes. We have a dedicated group of people called the Business Optimization Team who's primarily focus is to seek opportunities that will deliver efficient, safe and reliable service to our customers.

We are consistently making route adjustments to ensure routes are working efficiently,

For the City of Diamond Bar, if awarded the commercial sector, the process for routing the commercial sector will start by Q2 2025.

Residential Routing Average

As the City's current service provider for residential services, routes are currently in place. Through optimization, WM's route efficiency average in Diamond Bar is **95 homes/hour**. This includes MFD accounts that are serviced with carts. This routing efficiency average is not just being accomplished currently in Diamond Bar, also La Verne, Arcadia, San Dimas, Baldwin Park. All cities are serviced by our San Gabriel Hauling District.

Furthermore, Diamond Bar will continue to be serviced with WM drivers who are already familiar with every street and home in your City. Our drivers have intimate knowledge of the customers on their assigned routes, who is offered valet service, where should the carts be placed back, and even where their little WM fans are routinely waiting for them to wave "hello".

Commercial Routing Average

While WM does not currently service the commercial sector of the City, however we are extremely familiar with your City and based on our years of experience in Diamond Bar, we are certain that we can match, if not further improve the current efficiency average of 27 yards/hour that we are currently accomplishing in the cities of Baldwin Park, Arcadia, La Verne, San Dimas. Again, all cities are currently serviced by our San Gabriel Hauling District.

City Facilities

Historically, waste collection service for City facilities has been primarily provided with FEL trucks servicing commercial bins. Our commercial route efficiency described above also includes service to City Facilities.

Hard-To-Service Areas

Special Routing for collection in hard to service areas where a Scout truck is used.

Scout Truck routes are created daily: tickets generated for each customer (based on what their scheduled service is) are sequenced to align with the routing schedule of the “mother truck(s)” —the collection vehicles that are scheduled to service the customer that day. All this information is tracked on the Scout driver’s on-board tablet. The Scout driver begins servicing his scheduled route by removing the bins and placing them on the curb. Within a short timeframe, the bins get serviced by the collection vehicle(s). After the bin(s) have been serviced, a notification is sent to the Scout driver’s on-board tablet instructing them to return the bins back to their location. Once the bins are returned, the Scout driver confirms the service is completed their tablet and the ticket is closed. The on-board tablet keeps track of the tickets to ensure that drivers are completing their routes and safeguards that all bins have been placed back in a timely fashion.

Please note that the routing efficiency of 27 yards/hour, includes the Scout services routes

Routing Strategy: Driven by eRouteLogistics®

With more purchases being made electronically, many of us have started tracking the status of our deliveries online, and for the first time, we have had visibility into the complex logistics behind each shipment. When we are anxious to receive a package, we watch every stop from the point of intake, to transfers at regional distribution centers. Just as we depend on mail carriers to deliver packages on time, Diamond Bar depends on WM to collect waste safely, efficiently, and on time.

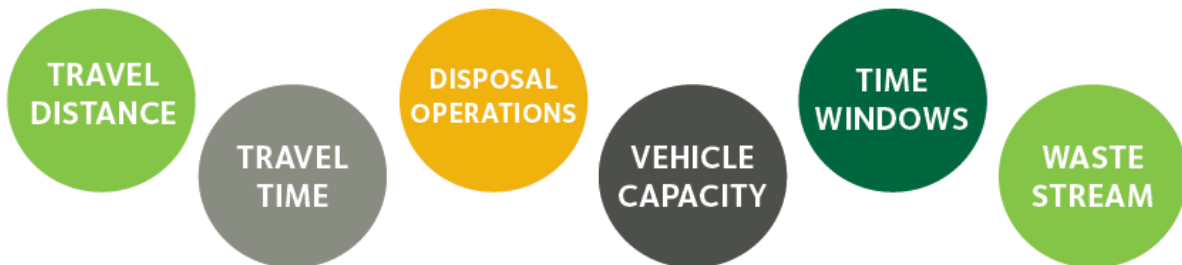
Behind the scenes, we meet these customer expectations with the help of our state-of-the-art technology and software. Our entire fleet is equipped with an onboard computing system (OCS) – touch screen tablet technology that enhances real-time route management and communication between our operations and customer service teams. Through OCS, we use eRouteLogistics® software to build and maintain our routes and Plan Versus Actual (PvA) technology to manage collection routes in real time.

- **Safety Improvement:** Routes are planned in line with company safety policies and protocols. Our routes accommodate traffic patterns and traffic flow, as well as avoid high pedestrian traffic hours at locations such as schools, playgrounds, and parks.

eRouteLogistics®: Routing Software that Reflects Real-Time Developments

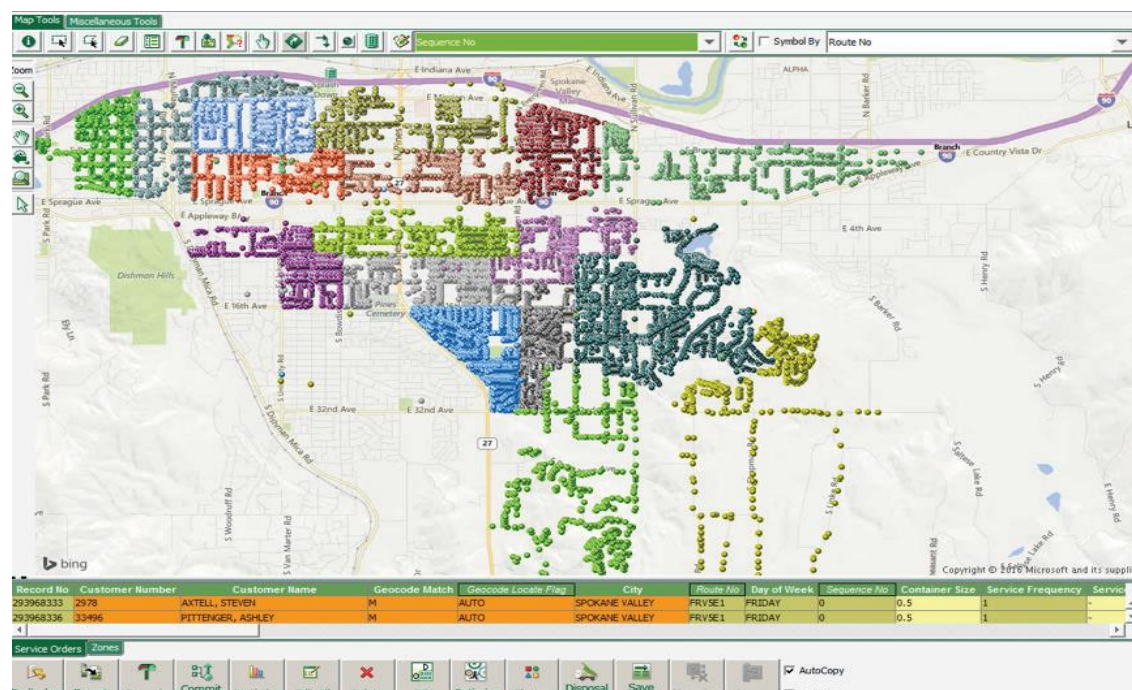
As noted earlier, we utilize eRouteLogistics® to develop, manage, and modify routes. The software is used daily by our operations team to ensure that each route is well-maintained and adjusted to reflect new developments and changes in service levels, customer counts, and traffic patterns.

The eRouteLogistics program uses specialized software and a process analysis that bases routing and rerouting on:



eRouteLogistics displays customer locations in a user-friendly map through a variety of coloring and labeling options and allows users to visualize existing and future routes. Updated in near real-time, eRouteLogistics enables our route managers, drivers, dispatchers, and customer service representatives to resolve any questions or concerns our customers or municipal partners may have concerning routes.

This web-based application integrates with our billing and customer database, Mid-Atlantic Services (MAS). MAS provides daily updates to eRouteLogistics to capture new customers and service level changes. eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.



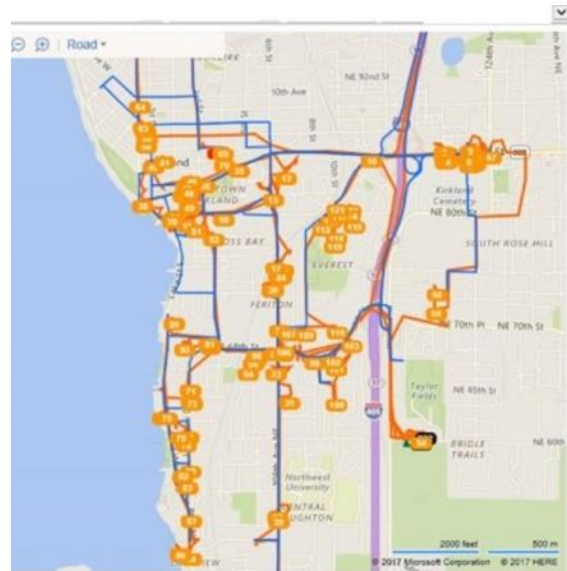
eRouteLogistics features mapping capabilities supported by Microsoft's Bing Maps technology. Mapping is automatically updated via Bing Maps to reflect road changes and new community developments.

Plan vs. Actual Technology: Driving Consistency in Service Deliverables that Increase Customer Satisfaction

Using our Plan Versus Actual (PvA) technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. Through experience, we know that the consistency of collection to a customer is important and if the collection time is different, we hear from residents and businesses. That is why we use PvA software that displays how closely the driver followed the route, where there were delays of more than 10 minutes, and where the driver had to deviate from the route. Coaching consistency is important, and our general goal is to run the route as designed so customers know when to expect us.

The graphic to the right shows the PvA tracking for an actual route. A route order is typically denoted by blue squares (representing each account on the route). The order in which stops are serviced is denoted by the orange squares (based on when the driver "statuses" the stop, meaning, completed the pick-up).

The driver updates the status of each container as it is collected. That route information is shared almost instantly with the customer service center, so when a customer calls, our customer service representatives know what has happened on the ground. This helps the route manager track down disputed calls and helps the driver eliminate missed pick-ups.



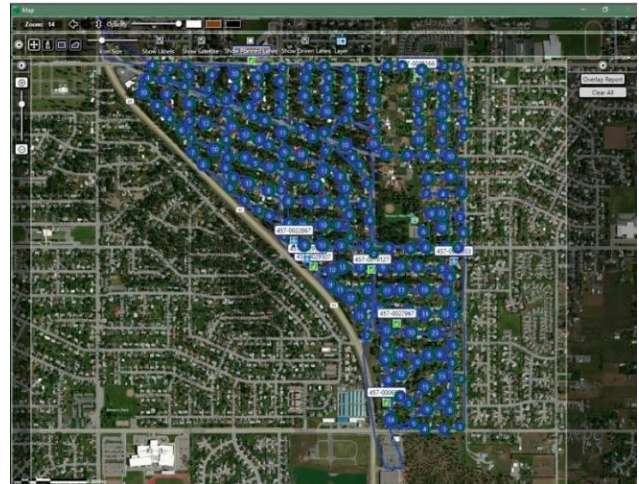
More Accurate Commercial Services

Commercial settings can be challenging to service. Often, business addresses and container locations do not match. Using a link to the in-truck computer tablet, the route manager can overlay the driver's route onto Bing aerial maps, to identify the commercial customer's account location versus where the container is located on the property. This can assist drivers to avoid missed pickups in confusing settings.

Real Time Flexibility for On-Time Collections

We know not every day goes smoothly. Traffic can slow a driver on their route. A driver gets sick, and the route still needs to be serviced. Route managers and dispatchers can take a portion of a route, or an entire route, divide it up among other trucks, and seamlessly drop those stops onto the other drivers' tablets. This puts the customer first, allowing us to quickly react to all situations. Additionally, route managers and dispatchers have access to each driver's tablet and can track how many stops are on their route and progress to completion.

While sitting at their desk, our operations team can see where our trucks are located, the stops already completed, and the day's work left to be collected. By dropping an electronic ticket on the map, the software pinpoints the location of the issue and gives our operations team the tools needed to re-route the work to the nearest truck.



Screenshot of new stops (white numbers) added to driver's tablet by the route manager.

Our drivers will know Diamond Bar and they make certain you receive excellent customer service. With the help of our route management technologies, our drivers, route managers, and customer service team work together to meet your service expectations of on-time collections delivered in a safe and efficient manner day-in and day-out.

- *Collection methodology (e.g., automated, semi-automated, one- or two-person crews, etc.), including discussion of special methods (if any) for collecting in any hard-to-service areas.*

Automated Side Loader (ASL) Collection

WM will use the automated side loader to collect your resident's waste and recyclables. Operated by a single driver from inside the truck, the automated side loader utilizes a mechanical arm with a claw to pick up a cart from the curb. When grasping onto the cart, the claw makes a secure grip around the widest part of the cart body. After gripping the cart, the mechanical arm lifts the cart up, dumping waste into the top front of the truck. Waste is then forced through an aperture into the main body and compacted toward the rear of the truck. The driver is able to then reset the cart in its original curbside position.

Front End Load (FEL) Collection

WM will use the Front End Load vehicles to collect commercial customers' waste and recyclables. Because we are also offering to service organics with cart service, we will be using ASL's to service organic cart service.

Our Front End Load vehicles are designed for collecting solid waste, recyclables and organics in one to six yard dumpsters, using two hydraulically-powered, movable forks positioned at the front of the truck. A significant advantage front load trucks have is their high load capacity. Most front load garbage trucks can hold significantly more trash than other types of trucks, meaning less trips to landfills, resulting in less wear and tear on the roads and transportation costs. Front load trucks only require one person to operate.

Thus, using front load trucks typically means reduced labor costs and a safer pick up, as the driver remains inside the vehicle as the container is lifted.

These trucks are made to store and transport waste, so the chance of accidentally spilling trash into the street is lower than most other truck varieties. Using FELs helps ensure waste is transported without polluting your cities or endangering other drivers on the road. FELs are also made to effectively operate in narrow spaces, which also increases the overall safety that these trucks bring to your community.

Following is a description of the benefits of the FELs that WM propose using in Diamond Bar, which have additional features and benefits than other fleets in the industry.

A better collection truck

WM Smart TruckSM Technology

Through WM SmartSM Truck Technology, cameras mounted on collection trucks take photos of contamination in bins, which are used to provide feedback to customers. Beyond addressing contamination, this technology reduces the number of times drivers must leave the cabs of their vehicles.

Better brake lights

The more visible our trucks are on the roads, the safer we are. To help reduce rear-end collisions, we are upgrading to new brake lights that flash repeatedly to catch the attention of other drivers.



DriveCam[®]

DriveCam[®] camera is a video recorder that is automatically activated by sudden movements, allowing managers to see drivers' behavior and, if necessary, coach them on safer driving techniques.

Automatic Front Loading

Automatic front loaders service containers with two forks on the front of the truck that lift and tip contents into the body of the truck - operated by the driver with controls inside the cab.

Advanced Driver Assistance Systems (ADAS)

Advanced driver systems include features like collision mitigation, active braking technology and vehicle telematics that communicate any needed repairs to our shops. Beyond the safety benefits, these enhancements lead to greater driver satisfaction and retention.

Scout Trucks

WM utilizes a F-150 truck retrofitted with hydraulic forks to support hard-to-service areas, such as narrow residential streets and commercial customers with limited space. The Scout Truck's relocates commercial containers where they can be safely serviced by a FEL (front end loader) truck. These trucks are also utilized in servicing multifamily communities with parking lots that cannot support the weight of our traditional collection trucks or have space constraints. 2 Scout trucks would be used for the City of Diamond.

- *Number of and description of the collection vehicles to be utilized including make, model, and year, body type, yardage capacity, tonnage capacity, type of renewable natural fuel to be used, waste stream(s) to be collected (refuse, recycling, organics), cost, and lease or ownership arrangements. New vehicles are required for residential and MFD, commercial, and City collection services.*

With more than 32,000 collection and support vehicles on the road throughout North America, WM trucks are a familiar sight and one of the most visible symbols of our company. Our state-of-the-art fleet - navigating your City - assures Diamond Bar is provided safe, quiet, efficient, and environmentally friendly collections.

Below is a list of collection vehicles we plan to use in Diamond Bar:

Unit #	Asset Type	Year	Make	Model	Fuel	Number Axles
107951	ASL	2023	Peterbilt	520	RNG	4
108038	ASL	2023	Peterbilt	520	RNG	4
108039	ASL	2023	Peterbilt	520	RNG	4
108040	ASL	2023	Peterbilt	520	RNG	4
108311	ASL	2024	Autocar	ACX	RNG	4
108312	ASL	2024	Autocar	ACX	RNG	4
108313	ASL	2024	Autocar	ACX	RNG	4
108314	ASL	2024	Autocar	ACX	RNG	4
108315	ASL	2024	Autocar	ACX	RNG	4
216627	FEL	2023	Autocar	ACX	RNG	4
216628	FEL	2023	Autocar	ACX	RNG	4
216680	FEL	2023	Autocar	ACX	RNG	4
419054	RO	2023	Peterbilt	567	RNG	4
633970	Stinger/Scout	2023	Ford	F150	UN	2

Renewable Natural Gas

We are thrilled to share that our WM fleet that will service Diamond Bar is virtually 100% RNG except for our stinger/scout truck. Renewable Natural Gas (RNG) is beneficial for meeting SB 1383 regulations and is good for the City of Diamond Bar. Meeting SB 1383 requirements: SB 1383 is a California state law that mandates a significant reduction in organic waste disposal in landfills. RNG plays a crucial role in meeting these regulations as it provides a sustainable and renewable alternative to landfilling organic waste. The City can achieve its waste reduction targets by diverting organic waste from landfills and using it to produce RNG. Also, RNG offers a lower carbon footprint. RNG is a renewable and low-carbon fuel and significantly reduces greenhouse gas emissions.

Cleaner and quieter collections: WM is proud to service Diamond Bar with vehicles that run on compressed natural gas (CNG) and/or renewable natural gas (RNG).

Collection Vehicle Descriptions**Proposed Collection Vehicles for Diamond Bar**

TYPE OF RESIDENTIAL VEHICLE: AUTOMATED SIDE LOADER	
	
Materials Collected: MSW, Recycling, Organics	Turning Diameter: 61.60 feet
Number of Axles: 4	Type of Fuel: Renewable RNG
Gross Vehicle Weight: 57,500 lbs.	Number of Collection Compartments: 1
Maximum Load Capacity: 40 cubic yards	
Chassis Make/Model: Peterbilt 520, Autocar ACX	
Service Procedures: Residential ASL's service containers with mechanical arms that lift and tip contents into the body of the truck. The mechanical arms on the right side of the cab are operated by the driver with controls inside the cab.	
Crew Size – One (1) Driver	
9 ASL vehicles would be used for the City of Diamond Bar	

TYPE OF COMMERCIAL VEHICLE: FRONT LOADER

Materials Collected: Solid Waste, Recycling, Organics	Turning Diameter: 72 feet
Number of Axles: 4	Type of Fuel: Renewable RNG
Gross Vehicle Weight: 66,000 lbs.	Number of Collection Compartments: 1
Maximum Load Capacity: 40 cubic yards	
Chassis Make/Model: Peterbilt 520, Peterbilt 56, Autocar ACX's	
Service Procedures: The commercial FEL services dumpsters with two forks on the front of the truck that lift and tip contents into the body of the truck. The folks are operating by the by the driver with controls inside the cab.	
Crew Size – One (1) Driver	
3 FEL vehicles would be used for the City of Diamond Bar.	

TYPE OF VEHICLE: ROLL OFF

Materials Collected: Solid Waste, Recycling, Organics	Turning Diameter: 78 feet
Number of Axles: 4	Type of Fuel: Renewable RNG
Gross Vehicle Weight: 66,000 lbs.	Number of Collection Compartments: 1

Maximum Load Capacity: 40 cubic yards
Chassis Make/Model: Peterbilt 567
Service Procedures: The roll off vehicle services 10-to-40-yard boxes using a hydraulic lift and cable with hook attachment. The hydraulic lift can be controlled by the driver inside or outside of the cab.
Crew Size – One (1) Driver
1 RO vehicle would be used for the City of Diamond Bar.

TYPE OF SUPPORT VEHICLE: SCOUT TRUCKS



Materials Collected: Solid Waste, Recycling, Organics	Turning Diameter: 45 feet
Number of Axles: 2	Type of Fuel: Unleaded
Gross Vehicle Weight: 6900 lbs.	Number of Collection Compartments: N/A
Maximum Load Capacity: 2300 lbs.	
Chassis Make/Model: Ford	
Service Procedures: The scout truck services hard-to-service areas, such as narrow residential streets and commercial customers with limited space. The truck pulls out the bin from hard to service locations such as sub-terranean and mix use properties.	
Crew Size – One (1) Driver	
2 Scout Trucks would be used for the City of Diamond Bar.	

Collection Vehicle Features that Enhance Safety and Maneuverability in Difficult, or Space Constraint Service Areas

In addition to the Scout Support vehicle above, we design all our vehicles with maximizing safety and maneuverability.

- ASLs and FELs are COE (Cab Over Engine) models improving driver visibility and vehicle maneuverability.
- Vehicles have up to five external, color cameras along with an interior-mounted color monitor to enhance the driver's visibility for backing and for improved side visibility, reducing the opportunity for accidents.
- DriveCam is installed in all collection vehicles - from route managers vehicles to collection vehicles- this safety feature allows for near instant notification of driver behaviors to prevent issues. coaching or correction. DriveCam video is shared with drivers on a regular basis and add another powerful coaching element to our industry leading safety program.
- Tag axles are used to help evenly spread and distribute weight and ensure a maximized payload. Tag axles also improve vehicle turning radius, reducing vehicle backing and improving maneuverability in tight spaces.
- Both ASL and FEL vehicles have air-actuated hydraulics and payload capacity of 39 cubic yards.

WM Trucks are configured with more Vehicle Safety Features

Leading Safety with Onboard Technology Advancements	
On-Board Methane Detection	On CNG-powered trucks, methane detectors provide immediate visual and audible alarm for potential leaks from fuel tanks or lines.
Maximum Idle Time Limit	After five minutes, engines turn off to reduce fuel consumption and exhaust emissions.
Electric Heated Rear View Mirrors	Provides fog and frost-free view of both sides of the truck. Mirrors are adjustable electronically from the driver's seat to provide an unrestricted view of the sides and rear on the truck.
Busboy Mirrors	Angled convex mirrors allow the driver an unrestricted view of the area in front of the truck. Especially valuable when children and/or adult pedestrians are present.
Trapezoidal Side Lights	Floodlights located halfway down the side of the body come on automatically when the truck is in reverse. Bright flood lighting illuminates both sides of the truck and roadway providing added safety.
LED Strobe Lights and Flashers	Enhances rear of truck visibility for approaching motorists. Improves safety for helpers while working at the rear of service trucks.
Sears Air Ride Drivers Seat	Provides added comfort and excellent ergonomics for the driver. Includes eight-way adjustability including lumbar support to help reduce driver fatigue and improve overall performance.
Reflective Signage/Striping	Highly reflective rear of vehicle striping and signage to provide exceptional visibility when approaching trucks from the rear during nighttime hours.
Heavy Duty Disc Brakes	Provide the best stopping distance for heavy trucks in the industry. Exceeds all applicable Federal Motor Vehicle Safety Administration requirements.

Leading Safety with Onboard Technology Advancements

Electromagnetic or Hydraulic Driveline Retarders

Retarders are silent and provide additional braking capacity. Eight-inch-wide rear brake lining also increases braking capacity and improves vehicle safety.

Four Braid Hydraulic Hoses

Part of Waste Management's standard truck body specification, doubling the safety margin against high-pressure hydraulic leakage.

Community-Friendly Operational Practices

WM operating procedures are designed with you - our customer - in mind. Our operational practices are built to minimize environmental and neighborhood impacts. Some of our operational practices include:

- **Preventive Maintenance:** Every 200 hours, each of our collection vehicles undergoes a spill and leak prevention assessment conducted by a certified mechanic. Also, our drivers closely examine their vehicles daily during pre-and post-trip inspections. If a leak or excessive wear is identified, the truck will not return to work until it has been assessed and repaired.
- **Self-Containment:** All our vehicles are fully enclosed and designed to be leak-proof with self-containing mechanisms to compress the material collected, helping to prevent any debris from falling off our trucks.
- **Odor Control:** WM trucks undergo a weekly wash to prevent excessive odors.
- **Tidy Collection Areas:** WM drivers leave collection areas just as neat and tidy as they found them. All drivers keep a broom and shovel handy to clean up any spills or fly-away materials in the event material escapes the cart or container during collection.
- **Automatic Engine Shutoff:** Our truck engines are designed to automatically turn off after five minutes of idling to further reduce emissions and conserve fuel.

Comprehensive Spill Response Protocol

While our preventive maintenance programs prevent many spills from ever happening, should a spill or leak occur while on route our drivers immediately follow a defined process to minimize impact. If a spill occurs:

- The driver immediately contains the spill using the spill kit, which includes absorbent pads, which are on board each truck.
- The driver calls dispatch to report the spill location, fluid type, proximity to drains, and approximate spill quantity.
- In the event the driver reports a spill they are unable to contain, or the spill has reached stormwater drains, dispatch automatically sends a professional groundwater service provider to the spill location to perform all necessary cleanup.



Waste Management trucks have an onboard spill kit and shovel should a spill occur.

- A route manager is also dispatched to the spill location to verify driver reported data, assist in spill containment, and verify that the spill is properly managed and reported per regulatory standards.

Local team will work closely with the City staff to provide the timely notification and information required that confirms that the cleanup followed all obligations under the National Pollutant Discharge Elimination System (NPDES) permit.

- *Manufacturer's specifications of containers to be utilized. New carts shall be provided for residential and multifamily dwellings that use carts services and new or used containers (i.e., bins and drop boxes) may be provided for customers that are serviced with bins (i.e. MFD/Commercial/City customers).*
- *Container requirements are described in draft Agreement Section 7.104.3. Proposer shall supply complete technical data and manufacturing specifications on the specific cart, bins and Drop Boxes being used.*

The following are our container manufacturer specifications to be utilized for the City of Diamond Bar residential and multifamily dwellings. WM will provide customers new carts and bins.

Rehrig Pacific Company Cart Specifications

Built for Your Residents with Durability, Convenience, and Sustainability in Mind

WM will partner with our cart supplier, Rehrig Pacific Company, for the delivery of new carts for the City of Diamond Bar. Rehrig Pacific has served the solid waste and recycling industry since the growth of curbside recycling programs in the late 1980s. Today, they are the largest cart manufacturer in North America, with seven manufacturing facilities nationwide.

Rehrig Pacific's carts are compatible with manual, semi-, and fully automated collection systems, and are backed by a 10-year, non-prorated warranty. We have successfully utilized Rehrig Pacific carts in communities throughout North America.

Container Requirements and Utilization

Cart Selection, Distribution and Exchanges

WM will provide Diamond Bar residents with new Refuse, Recycling and Organics Carts at the start of the service under this Agreement. Commercial customers will be provided "like new" commercial bins.

In advance of initial Container distribution, WM will mail a notice of rates, and provide Customers the opportunity to request service changes. If no response is received by specified date, Residents will retain the same level of service currently provided.

Container Repairability or Replacement

The goal of WM's cart and container maintenance program is safe, convenient, uninterrupted service for Customers.

The dedicated WM Container Maintenance staff cleans, repairs, and maintains an adequate inventory of repaired and new carts and bins at the San Gabriel Hauling Operations yard to swiftly replace carts and bins at Customer locations as needed within the 5-day response time required.

Upon notice by Customer, City or WM Drivers that a cart or container needs to be repaired or replaced, a ticket is immediately generated in WM's OPUS system.

- Simple repairs are completed in-field by Drivers or Route Managers

- More complicated repairs require Cart and Container Delivery and Exchange Drivers to remove the damaged container and replace it with clean, working container.
- The San Gabriel Hauling Container Maintenance staff will complete most repairs.
- Carts with major damage to bodies will be referred to the manufacturer for warranty replacement as appropriate.
- Bins with major damage to bodies will be sent to WM's Centralized Bin Repair facility for major welding or scrapped according to the estimated cost of welding.
- Customer, City and Driver requests for repair or replacement of carts or bins will be fulfilled no later than 5-days after the date of the request/ticket generation.
- All cart and container repair/replacement requests and repair/replacement actions are recorded and tracked in our OPUS system for City Reporting.

Cart Manufacturer Specifications

Rehrig's BULKY RIGID CART Help Customers Achieve Their Sustainability Goals and is the foundation for their cart models. The dark color of the cart body allows for up to 40% post-consumer recycled content, containing 10% bulky rigid recycled plastics. Size alternatives are illustrated here, and customized lid colors facilitate mandate compliance.

Rehrig demonstrates recycling at its finest by pioneering **innovative ways to INCORPORATE 1.35 BILLION POUNDS OF BULKY RIGID PLASTICS** into their cart manufacturing process. We partner with Rehrig because we share their commitment to a sustainable solution to a bulky problem – recycling used carts.

Rehrig's **ORGANICS CART's** unique design allows for increased airflow and odor mitigation through VENTILATED LIDS. Optional anti-microbial and anti-fungal additives for odor control are available upon request.

Primary features and benefits include:

Durability

Rehrig Pacific carts are UV-stabilized for color retention and designed for optimal compatibility and functionality with both semi- and fully automated lifter systems, including engineered stress channels and a wear strip to permanently protect the bottom of the cart from abrasion.



Maneuverability

The continuous one-piece handle provides a strong gripping area, and the wide wheelbase makes maneuvering easy for Chino Hills residents.

Customizable Design Options

Rehrig Pacific's carts are SB 1383 Compliant and feature customizable color options and lids, and containers of different colors.

RFID-Enables

Rehrig Pacific carts can be equipped with RFID tags for collecting and tracking customer account information. RFID tags help eliminate missed collections, unbilled services, increase recycling rates through participation verification, allow for targeted marketing to customers in specific zones based on data-driven variables, and increase overall operational efficiencies.

Sustainability Without Sacrificing Quality

It only makes sense that the carts we provide Diamond Bar for the collection of trash and recyclables should be produced in an environmentally responsible manner without compromising durability, convenience, and quality. Rehrig Pacific pioneered a previously impossible process to build their carts out of an unprecedented 40% recycled material, without sacrificing strength or curb appeal.

Rehrig Pacific also has a best-in-class R&D lab leading the way in figuring out what to build their carts out of next, from bulky rigid plastic like patio chairs and laundry hampers, to tough materials like ocean waste and discarded rope.

Cart Recovery and Recycling

The High-Density Polyethylene (HDPE) resin that Rehrig Pacific uses in its carts makes them **100% recyclable**. This allows our cart manufacturer to create a closed loop system – reclaiming and recycling products at the end of life for reuse in the production of new products.

Each year, Rehrig Pacific uses 60 million pounds of recycled post-consumer plastic that is diverted from the waste stream.

Manufacturing Locations

With seven manufacturing sites across the United States, Rehrig Pacific has a strategic national footprint that allows for timely production and delivery of new cart orders and lower freight costs. All Rehrig carts are made in the USA. Diamond Bar carts will be manufactured in Los Angeles and are union made - local manufacturing of Diamond Bar carts reduce greenhouse gas emissions.

Cart Design Requirements

WM will partner with Rehrig Pacific, our cart supplier of choice for Diamond Bar to deliver the new carts. Diamond Bar Our hand-picked suppliers have served the solid waste and recycling industry for decades and all cart quality and workmanship are backed by 10-year warranties.

Cart Colors

The Refuse, Recycling and Organics Carts or Cart lids will be differentiated by color. The colors are colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Cart and Cart lid colors shall be consistent throughout the City and shall comply with CalRecycle requirements under SB 1383.



To prepare for compliance with SB 1383 (collect waste in color-coded containers (sections 18984.1-18984.3), WM will provide a three (3) bin sources separated system. Black containers for trash, blue containers for recyclables, and green container for organics.

Carts		
Manufacturer	Rehrig Pacific Company	
Specific Sizes	35-, 65-, and 96-gallon options	
SB 1383 Compliance	Fully Compliant	
Waste Stream	Cart Color	Lid Color
Trash	Charcoal (Dark) Gray	Black
Recycling	Charcoal (Dark) Gray	Blue
Organics (Residential)	Charcoal (Dark) Gray	Green
Organics (Commercial)	Charcoal (Dark) Gray	Green

Cart Lid Performance

All open containers have working lids so that they can be closed to protect contents from outside elements, pests, etc. After pick-up, areas surrounding containers will be left in good condition. Loose trash or debris which is a result of the pick-up process will be cleaned up by the contractor before leaving the site.

Each container will be provided with a lid that continuously overlaps and comes in contact with the container body or otherwise causes an interface with the container body that simultaneously prevents intrusion of rainwater, emission of odors and allows for free and complete flow of material from the container during the dump cycle.

Lids are easily opened and shut throughout the serviceable life of the container and will remain closed in winds up to 25 miles per hour from any direction. All lid hinges will remain fully functional and continually hold the lid in the original designed and intended positions when either opened or closed or any position between the two extremes. The lid shall be designed and constructed such that it prevents physical injury to the user while opening and closing the container.

The lid handle is an integrally molded part of the lid, and the lid (and body) will be of such design and weight that would prevent an empty container from tilting backward when flipping the lid open. The lid is hinged to the cart body in such a manner to enable the lid to be fully opened, free of tension, to a position whereby it may rest against the backside of the container body.

Cart Labeling and Hot Stamping

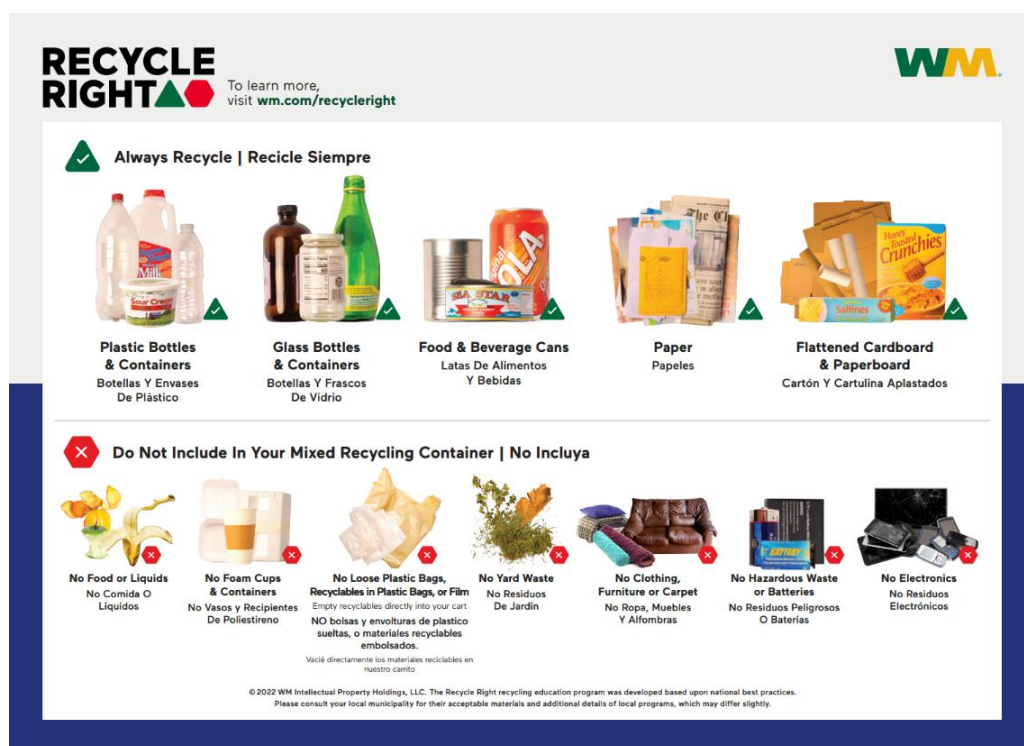
Carts are available in many standard color options with hot stamping and large in-mold labels to display key program instructions. WM provides container labels with images and in multiple languages to differentiate recycling, food waste and garbage.

Labels Educate at the Point of Disposal

Each recycling cart provided to Diamond Bar can include labels on top of the cart that list which materials to recycle in your City.

Research indicates that providing residents prompts or messages at the point of disposal are among the most effective ways to help residents recycle right. Our labels are an important tool in our Recycle Right education program - they use images to clearly show what materials are acceptable to recycle and which materials should go in the trash. Labels are available in both English, Spanish, and Mandarin.

Following is an example of a standardized Recycle Right label. Custom labels are available if specific recycling information unique to your Residents is required.



TRASH | BASURA | 一般垃圾

✔ TRASH | BASURA | 一般垃圾



FOAM CUPS & CONTAINERS
VASOS, PLATOS Y RECIPIENTES
DE ESPUMA DE POLIESTIRENO
泡沫塑料杯和容器



GARDEN HOSE
MANGUERAS DE JARDÍN
花园浇水软管



BROKEN CERAMIC DISHES & POTS
PLATOS Y OLLAS DE CERÁMICA ROTOS
破碎的陶瓷餐具和陶罐



CANDY, SNACK & FOOD WRAPPERS
ENVOLTURAS DE DULCES,
BOCADILLOS Y ALIMENTOS
糖果、零食和食品包装



PLASTIC BAGS OR FILM
BOLSAS DE PLÁSTICO O ENVOLTURA
DE PLÁSTICO
塑料袋或塑料薄膜



DIAPERS
PAÑALES
尿布



PET WASTE
DESECHOS DE MASCOTAS
宠物垃圾



CLOTHING & TEXTILES
ROPA Y TEXTILES
衣物和纺织品

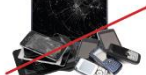
✗ DO NOT INCLUDE | NO INCLUYA | 禁止投放的垃圾



NO ORGANICS
NO RESIDUOS ORGÁNICOS
禁止投放有机垃圾
NO RECYCLABLES
NO RECICLABLES
禁止投放可回收垃圾



**NO HAZARDOUS WASTE
OR BATTERIES**
NO RESIDUOS PELIGROSOS
O BATERÍAS
禁止投放有害垃圾
或电池



NO ELECTRONICS
NO RESIDUOS
ELECTRÓNICOS
禁止投放电子垃圾



NO TIRES OR PAINT
NO LLANTAS O PINTURA
禁止投放轮胎或油漆



NO FLAMMABLE MATERIAL
NO MATERIAL INFLAMABLE
禁止投放易燃材料

To Learn More Visit: wm.com | Para aprender más visite: wm.com | 了解更多信息, 请访问: wm.com
(800) 423-9986

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ORGANICS RECYCLING | RECICLAJE DE RESIDUOS ORGÁNICOS | 有机垃圾回收

✔ ALWAYS RECYCLE | RECICLE SIEMPRE | 始终可回收的垃圾



FOOD WASTE
Food scraps, meats, dairy, eggs, fish, fruits, vegetables, coffee grounds, and bakery items.
RESIDUOS DE ALIMENTOS
Sobras de alimentos, carnes, lácteos, huevo, pescado, frutas, verduras, residuos de café y productos de panadería.
厨余垃圾
剩饭剩菜、肉类、乳制品、蛋类、鱼类、水果、蔬菜、咖啡渣和烘焙食品。
TO REDUCE ODOR: PUT FOOD WASTE IN A PAPER BAG.
Coloque los residuos de alimentos en una bolsa de papel.
为了减少气味: 请将厨余垃圾放入纸袋中。



FOOD SOILED PAPER GOODS
Coffee filters, tea bags, soiled paper bags, paper towels, napkins and uncoated takeout containers.
ARTÍCULOS DE PAPEL MANCHADOS CON ALIMENTOS
Filtros de café, bolsitas de té, bolsas de papel sucias, toallas de papel, servilletas y recipientes de comida para llevar sin recubrimiento.
只有食物污渍的纸制品
咖啡滤纸、茶包、沾有污渍的纸袋、纸巾、餐巾纸和无涂层的外卖容器。



YARD WASTE ONLY
Small tree limbs, brush, plant materials or grass. Please do not include rocks, dirt, or soil. Please limit tree branches to 3" in diameter.
RESIDUOS DE JARDÍN
Ramas pequeñas de árboles, broza, materiales vegetales o césped. Por favor, no incluya piedras o tierra. Por favor, limite las ramas de árbol a 3" de diámetro.
只能投放园林垃圾
小树枝、灌木、植物脱落物或杂草。
请不要投放岩石、污物或泥土。请将投放的树枝直径限制在 3 英寸以内。

✗ DO NOT INCLUDE | NO INCLUYA | 禁止投放的垃圾



**NO PLASTIC BAGS
OR FILM**
NO BOLSAS DE PLÁSTICO
O ENVOLTURA DE PLÁSTICO
禁止投放塑料袋
或塑料薄膜



NO COMPOSTABLE SERVETWARE
Plates, forks, knives, spoons, etc.
NO PLATOS Y CUBIERTOS
COMPOSTABLES
Platos, tenedores, cuchillos,
cucharas, etc.
禁止投放可降解餐具
盘子、叉子、刀具、汤勺等。



**NO DISPOSABLE PLASTIC
CONTAINERS**
Plastic clamshell containers,
plastic bottles and containers.
NO ENVASES DE PLÁSTICO
DESECHABLES
Contenedores bisagra, botellas y
recipientes de concha de plástico
禁止投放一次性塑料容器
塑料翻盖式容器、塑料瓶和容器。



**NO FOAM CUPS
& CONTAINERS**
NO VASOS Y RECIPIENTES DE
ESPUMA DE POLIESTIRENO
禁止投放泡沫塑料杯
和容器



**NO HAZARDOUS WASTE
OR BATTERIES**
NO RESIDUOS PELIGROSOS
O BATERÍAS
禁止投放有害垃圾
或电池



NO FATS, OILS, OR GREASES
NO GRASAS NI ACEITES
禁止投放脂肪、油或油脂

To Learn More Visit: wm.com | Para aprender más visite: wm.com | 了解更多信息, 请访问: wm.com
(800) 423-9986

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RECYCLE RIGHT | RECICLE BIEN | 正确回收

Empty recyclables directly into your cart | Vacíe los materiales reciclables directamente en su carrito | 将可回收垃圾直接清空倒入回收推车内

✓ ALWAYS RECYCLE | RECICLE SIEMPRE | 始终可回收的垃圾



PLASTIC BOTTLES & CONTAINERS
BOTELLAS Y ENVASES
DE PLÁSTICO
塑料瓶和容器



GLASS BOTTLES & CONTAINERS
BOTELLAS Y FRASCOS
DE VIDRIO
玻璃瓶和容器



FOOD & BEVERAGE CANS
LATAS DE ALIMENTOS
Y BEBIDAS
食品和饮料罐



PAPER
PAPELES
纸张



FLATTENED CARDBOARD
& PAPERBOARD
CARTÓN Y CARTULINA
APLASTADOS
平整的硬纸板和纸板

✗ DO NOT INCLUDE | NO INCLUYA | 禁止投放的垃圾



NO FOOD
OR LIQUIDS
NO COMIDA O LÍQUIDOS
禁止投放食品或液体



NO FOAM CUPS
& CONTAINERS
NO VASOS Y RECIPIENTES
DE POLIESTIRENO
禁止投放泡沫塑料杯
和容器



NO PLASTIC BAGS
OR FILM
NO BOLSAS DE PLÁSTICO
O ENVOLTURA DE PLÁSTICO
禁止投放塑料袋
或塑料薄膜



NO YARD WASTE
NO RESIDUOS
DE JARDÍN
禁止投放园林垃圾



NO CLOTHING, FURNITURE
& CARPET
NO ROPA, MUEBLES
Y ALFOMBRAS
禁止投放衣物、
家具和地毯



NO HAZARDOUS WASTE
OR BATTERIES
NO RESIDUOS PELIGROSOS
O BATERÍAS
禁止投放有害垃圾
或电池



NO ELECTRONICS
NO RESIDUOS
ELECTRÓNICOS
禁止投放电子垃圾

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(800) 423-9986

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Cart Performance Requirements**Rehrig Cart Specifications****35 GALLON EG**

Capacity	35 Gallon
Model	35EG
Height	38.50"
Width	18.50"
Depth	24.10"
Load Rating	122.5 lbs.
Carts Per Stack	10 high/1,260 per truckload

**65 GALLON EG**

Capacity	65 Gallon
Model	65EG
Height	40.58"
Width	26.70"
Depth	28.11"
Load Rating	227.5 lbs.
Carts Per Stack	13 high/936 per truckload

**95 GALLON EG**

Capacity	95 Gallon
Model	95EG
Height	43.50"
Width	29.20"
Depth	33.30"
Load Rating	332.5 lbs.
Carts Per Stack	13 high/702 per truckload



Colors are available in all sizes.

Cart Durability

Our carts are UV-stabilized for color retention and designed for optimal compatibility and functionality with both semi- and fully automated lifter systems, including engineered stress channels and a wear strip to permanently protect the bottom of the cart from abrasion.

The continuous one-piece handle provides a strong gripping area, and the wide wheelbase makes maneuvering easy for Diamond Bar residents.

Chemical Resistant

Carts will resist damage from common household or Residential products and chemicals. Carts, also, shall resist damage from human and animal urine and feces.

Stability and Maneuverability

Carts are produced using an injection molding process that allows for exact precision and product uniformity.

Bin Requirements**Cleaning and Maintenance**

WM will maintain each container in a clean, functional state by repairing, steam cleaning, and repainting the units. Repairs will be made to correct any deficiencies with a unit to render a completely refurbished container, including repainting. Cleaning will be accomplished by a method to a standard that eliminates all foreign material and renders the unit free from offensive odors and stains. When a Bin is removed for cleaning, WM will replace the Bin, either temporarily or as a change-out, with another Container.

Upon Customer or City request, or if required to maintain the Containers in a clean condition, WM will clean Customer Bins once per year at no additional charge.

Bin Identification and Color

Each Bin placed in City by WM shall have our name and phone number in letters not less than three (3) inches high on the exterior of the Bin to be visible when the Bin is placed for use. Bin type (Refuse, Recycling, Cardboard, Organic Waste) may be identified with an affixed sign.

Bins shall be labeled to include English, Korean, and Mandarin and graphic instruction on what materials should and should not be placed in each Bin. WM will have labels approved by City prior to ordering and placement on Bins. Labels shall be replaced when worn, and when information on the label needs updating, but no later than 90 days of request from City.

WM will repaint Bins at the City's request if the City deems it necessary to maintain a neat appearance. All Bins in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

Roll-Off Box Requirements

WM will provide sufficient Roll-Off Boxes to meet Customer demand throughout the Term of the Agreement, and will keep all Roll-Off Boxes clean, free from graffiti, equipped with reflectors, and with our name and phone number in letters not less than three (3) inches high on the exterior of the Roll-Off Box so as to be visible when the Roll-Off Box is placed for use. WM will properly cover all open Roll-Off Boxes during Transport as required by the State Vehicle Code. All Roll-Off Boxes in service for the duration of this Agreement shall comply with color and labeling requirements specified by CalRecycle under SB 1383.

The vehicles are tarped as required and then transported to permitted disposal facilities. WM utilizes orange netting that is cut off after they enter the site, as we do not allow staff to climb onto the truck to tarp/un-tarp for safety reasons.

WM Bins and Roll-off Containers: Wastequip

Wastequip FELs are engineered using heavy gauge steel to withstand the stress of continued use. Standard models feature 12-gauge sides and 10-gauge bottoms, high density polyethylene lids and fully welded in-seams. Wastequip heavy duty models have 10-gauge sides and 7-gauge bottoms for added strength and durability. Containers are also primed inside and outside to reduce corrosion with all containers meeting ANSI safety specifications and dimensional standards.

Wastequip rectangular open-top RO containers are built to withstand the most demanding waste and scrap collection applications. Rectangular roll-off containers meet ANSI safety specifications and dimensional standards and carry the following additional features:

Heavy-duty, greaseable, fully welded wheel assemblies	Front sheet bent 90 degrees to allow for overlap on side wall, adding extra strength to seam
7-gauge rail gussets welded to floor and cross members	Rugged tarp hooks and available tarping systems from Pioneer or Mountain Tarp protect the load
V-notched weep hole at the bottom of each side post allows for drainage of liquid and inhibits rust	Painted in one of several standard colors using high-quality, low-VOC enamel
Rust-inhibiting primer inside and outside	Greaseable rail rollers

Sample Waste Management Containers



Sample Waste Management Roll Offs



Sample Waste Management Containers



SCOPE OF REQUIRED SERVICES

As an incumbent service provider for many years, WM can offer the City of Diamond Bar customers, staff, and elected officials a stress- and worry-free transition and implementation.

We are already successfully providing many of the required services outlined in the RFP.

During 2022, WM serviced close to 45,000 residential carts on a weekly basis equating to over 2,133,408 total services for the year.

2022 City of Diamond Bar Customer Service Statistics	
Total estimated number of services rendered in the City of Diamond Bar in 2022:	2,133,408
Total number of complaints received from City of Diamond Bar customers in 2022:	115
Service Accuracy Rate:	99.99%

We are confident that we can have a similar success serving the commercial sector as we have experienced in many of our existing cities in throughout the region. Our local team of WM drivers have experience offering the required services outlined in this RFP in our other franchised cities.

All submitted Confirming Proposals, including the Alternative Proposals will be fully compliant with the scope of services and collection method outlined in the RFP and Franchise Agreement.

Single-Family Dwelling (SFD) Solid Waste Services

Standard Cart Service

WM will continue to provide each single-family residence with three carts for the weekly automated collection of refuse, recyclable materials, and organics green waste. The standard size will continue to be 64-gallon cart, unless customer request a larger (96-gallon) or smaller (35-gallon) cart. Customers who require more than one cart may request a second one - refuse (additional charge applies), recycling (no additional charge), and green waste (no additional charge).

MFDs of Less Than Five Units

WM will continue to provide multifamily dwellings (MFDs) of less than five solid waste services (refuse, recycling, and organics collection) using carts or bins as appropriate for the conditions, requirements, and needs of the customer.

WM will update a guideline kit that will be delivered to each multifamily/tenant as part of the new contract. The service guideline will explain new programs as well as mandatory State recycling mandates to encourage proper bin usage. The guideline will also explain the waste bin monitoring as well as overage and contamination processes and fees.

Refuse Cart Overage

WM will provide two (2) annual pickups per calendar year and an end-of-year pickup for refuse that would otherwise be placed in the refuse cart but excluding bulky items, at no additional charge. Each annual pickup may consist of up to the equivalent of three (3) large bags, boxes, or barrels of refuse. End-of-year pickup of all additional refuse that is placed out for collection in the customer's own containers (bags, boxes, barrels, etc.) for two weeks beginning each December 26.

Backyard Service

WM customers who identify as having a disability that impedes them from being able to wheel their carts to the curb (and who do not live with a relative who can help) are able to request free "backyard service". As part of this service, collection personnel will retrieve the carts, empty them, and return them to their original storage area. To qualify for this special service offering, the bill must be in the disabled customer's name and the customer must live at the address where the discount or service will be received.

WM will provide small carts to those residential units that Diamond Bar has approved based on the resident's demonstrated hardship, which would show the need for a small cart. Upon notification by Diamond Bar, we will deliver a solid waste and recyclable materials small cart to those residential units. Diamond Bar will review and approve or reject any residential unit's application for small carts.

Backyard Service for the Disabled

WM will continue to provide back door collection to individuals identified by the City as needing assistance.

Temporary Roll-Off and Temporary Bin Service

Per resident's demand, Temporary Roll-Off or Temporary Bin Service are available for cleanup or construction at an extra charge.

On-Call Bulky Item

WM will continue to provide bulky item pickup service to all SFD and MFD. Each dwelling unit will be entitled to four (4) bulky item pickups per calendar year at no additional charge. Customers may put out up to three (3) cubic yards of material at each pickup. Bulky item collections that exceed the number of free pickups may be subject to an additional charge.

*Door-to-Door HHW Collection***At Your Door Special Collection®**

Diamond Bar's residents currently enjoy the convenience of WM's At Your Door Special Collection® service—the ultimate solution for residents to properly dispose of household hazardous waste (HHW). As part of the new agreement, the City's residents will continue to receive 2 pickups per calendar year at no additional charge. At Your Door is a unique service offered by WM, which many of the City's residents currently utilize.

Since January 1, 2011, through August 8, 2023, WM At Your Door Special Collection® has picked up more than 235,000 pounds of household hazardous materials of which 85.68% was sent for recycle.

Convenient, year-round home collection service – Zero Hassle

WM makes it easy for residents to dispose of these items by collecting the materials from their front door – safely, easily, and responsibly. WM's At Your Door Special Collection® service provides convenient, on-demand service for the collection of household hazardous waste and electronics. This service's year-round availability is one of the main benefits of home collection service for Diamond Bar residents. Residents may contact WM's At Your Door Special Collection® service at any time, year-round, to schedule a home collection appointment. Residents are not required to load items into their vehicles and drive to a separate location. This service allows residents to schedule a collection when it is convenient for them.

EASY AS 1, 2, 3...

Step 1: Call to schedule a home collection appointment date.

Step 2: Receive information and follow the instructions.

Step 3: On your specific date, place your unwanted items outside for pick up.

Traditional collection events require that residents haul their materials to the location site on a specific date and time. This limits the service to only residents who are available and physically able to load their items into their vehicle and drive to the site. The City's residents benefit from the superior service provided through a home collection program that allows those without a vehicle, unable to attend the event, or those physically unable to drive to participate.

Excellent Customer Service

Most collection events do not provide any type of survey to analyze the level of customer satisfaction. Whereas WM's At Your Door Special Collection® service is focused on providing excellent customer service, and this is demonstrated through our ongoing request for feedback through customer service surveys. The results of this survey are reviewed by WM and mailed directly to Diamond Bar's city staff. Data collected from program participants helps us understand our customers' service experience and identify areas where the program can be further enhanced to meet our customers' needs.

Following is a sample of our survey filled out by one of our Diamond Bar residents:

City of Diamond Bar, CA
Home Generated Special Materials collection program

Your feedback is important, please complete the following questions. Circle the answer that best applies.

- Overall program: A. Excellent B. Very Good C. Good D. Fair E. Poor
- Overall customer service: A. Excellent B. Very Good C. Good D. Fair E. Poor
- How many years had most of the material accumulated prior to its collection?
A. Less than 1 year B. 1-5 years C. 6-10 years D. 11-25 years E. 25 or more
- Why did you schedule a collection? A. Moving B. Estate clean out C. Safety concerns
D. Regular home cleaning E. Environmental concerns F. Other: _____
- Do you want this service to continue being offered in your community? A. Yes B. No
- What features are most valuable to you and/or your community?
Great customer service, kit supplied is good.

Optional _____

Thank you for completing the survey of the home collection service for your home generated special materials.

21810 Copley Drive
Diamond Bar, CA 91765

Below is our Diamond Bar Annual Guide delivered to residents.

Contact Us

Waste Management Customer Service
1.800.266.7551
home.wm.com/Diamond-Bar

At Your Door Special Collection
1.800.449.7587
www.WMAtYourDoor.com
atyourdoor@wm.com

City of Diamond Bar: Environmental Services
909.839.7013 or 909.839.7015
www.DiamondBar.ca.gov/greendb

Holiday Schedule

If one of the listed holidays falls on a weekday, collection will be delayed by one day for the rest of the holiday week.

- ~ New Year's Day
- ~ Memorial Day
- ~ Independence Day
- ~ Labor Day
- ~ Thanksgiving Day
- ~ Christmas Day



如果節日落在週一至週五，收集將會延遲一天。請前往：www.wmdiamondbar.com
查詢詳情。請在節日當天前，將垃圾放在門口，以便收集。請前往：www.wmdiamondbar.com 查詢詳情。

About this Guide

In this guide you will find important information pertaining to your weekly collection services, disposal information for handling waste streams outside of weekly collection, information on recycling and diversion programs offered and important disposal/recycling contact information.

Please keep this brochure for reference throughout the year.

Special Services

FREE BULKY ITEM PICK UP:

Diamond Bar residents may request a total of four (4) bulky item pickups each calendar year for items that do not fit in refuse carts.



FREE SHARPS MAIL BACK PROGRAM:

Residents may request home delivery of a sharps container to safely dispose of used needles, syringes or lancets. Once full, container is returned via USPS using the postage paid mail back feature.



BACKYARD SERVICE FOR THE DISABLED:

Waste Management provides disabled residents with backyard service at no additional charge. On collection day, Waste Management will remove carts from the storage area, place them out for collection and then return carts to the resident's storage area after collection, ensuring that all doors or gates are secured. To qualify for this service, contact Waste Management at 800.266.7551 for an application and requirements.

BIN RENTALS, 3 to 40 cubic yards:

Waste Management can assist in managing your waste from a small garage clean out, to a home renovation project. Please contact Waste Management for current bin rental rates and options at 1.800.266.7551 * Per City Code only Franchise Waste Haulers may offer bin-rental service, unauthorized bins may be removed at the owner's expense.



At Your Door Special Collection

Diamond Bar residents receive free collection service for hard to recycle hazardous materials including automotive products, garden chemicals, household cleaners, fluorescent bulbs and paint products.

There are three easy ways to schedule a FREE pick up.

1. Visit: www.WMAtYourDoor.com
 2. Call the toll free number 1.800.449.7587 Monday-Friday, 5am-5pm PST
 3. Email atyourdoor@wm.com
- Pick-ups are scheduled every other Tuesday.

The following materials can be picked up with Waste Management's At Your Door Special Collection Service:



Automotive Products

Antifreeze, batteries, brake fluid, motor oil and filters and more.



Garden Chemicals

Fertilizers, insect sprays, herbicides, pesticides and weed killers.



Paint Products

Caulk, glue, paint, stain, stripper, thinner and wood preservative.



Household Chemicals

Upholstery/carpet cleaner, tile/shower cleaner, rust remover, ammonia and more.



Batteries and CFLs

Compact Fluorescent Lamps, household batteries, thermometers and fluorescent tubes.



Swimming Pool Chemicals

The Value of At Your Door Special Collection® vs. One-Time HHW Dropoff Event

	At Your Door Special Collection®	One-time HHW Collection Event
When is service offered?	On-demand, year-round service	Available only when event is scheduled, sometimes only 1 day per year
Does it service the entire community?	Yes - every resident has equal access to this service.	No - only residents that are able and willing to drive to event, usually a very low percentage of total residents.
Does resident need to be present during service?	No; resident places items out for collection in front of their home. They do not need to be present during the service.	Yes, residents must take the time to drive to event location and wait in line for service. Wait time can exceed 60+ minutes. Residents must also have a vehicle large enough to bring large electronics items to the event.

	At Your Door Special Collection®	One-time HHW Collection Event
What directions are residents provided?	Program participants are provided with detailed instructions.	Unknown
What if a resident has questions?	Residents can go to our website to review the FAQ section in addition to calling our Ops. Service Center with questions.	Varies
How is the quality of customer service assessed?	Participants are requested to provide their feedback through a survey. Results are provided to municipality.	Not usually assessed
Is there a focus on recycling the collected materials?	Yes - Most of the materials collected will be sent to be recycled.	Not usually
Are reports provided?	Yes - a report can be provided that can be used for diversion reporting.	Unknown
When is budget determined?	At the beginning of contract agreement	Final cost is usually not determined until after event has been completed.
Does the municipality need to provide volunteers?	No volunteers are needed; WM provides staff required to service program.	Yes, number of employees and volunteers, and number of hours will be determined by size of event.
Are electronics and devices accepted at the event?	Yes, the program accepts common e-waste items such as TVs, computers, monitors, VCRs, DVD players, and many other e-waste items.	Varies.

Trained Customer Service Staff Provides Necessary Answers and Support

In addition to processing service requests, WM's At Your Door Special Collection® Operations Service Center (aka call center) will handle any questions customers may have. The call center can provide guidance to help residents if they have questions regarding how to properly package or set out material for collection. These specialists regularly receive questions surrounding paint, pesticides, household chemicals, automotive chemicals, and more, so they are well-versed in providing valuable information and support.

Operations Service Center staff is required to complete a rigorous training program throughout their employment. This instructional program includes training on customer service, hazardous materials, chemistry, regulatory training, and more. Our staff is

Customer Feedback is Crucial

To increase communication with residents and provide feedback on the At Your Door Special Collection service, participants are encouraged to provide feedback on the program and may be sent a survey. In addition, if a resident has a question about an item or has questions on how this service works, they are welcome to reach out to the Operations Service Center staff.

trained to provide residents the information and support needed to have a safe and successful home collection.

To contact this service center, residents can go to www.wmatyourdoor.com or call us at (800) 449-7587.

Acceptable Materials in the Program

The following list includes the most common eligible items for the At Your Door Special Collection service. This list is not all-inclusive, and the full list of eligible items may vary depending on state and local regulations. WM reserves the right to modify the list. Additional instructions may apply based on applicable regulations. Residents will be instructed that all products must be clearly identifiable and no containers over 5 gallons will be accepted. Items that exceed Diamond Bar household hazardous waste collection requirements are identified with an asterisk (*). *PSS Rep: Place an asterisk (*) after any acceptable items that exceed bid/local municipality HHW collection requirements.*

Garden Chemicals

- Insect sprays/Insecticides
- Weed killers/Fertilizer/Herbicides/Pesticides
- Other poisons

Household Cleaners

- Ammonia
- Floor stripper/Floor cleaner
- Drain/Tile/Shower/Toilet bowl cleaner
- Carpet/upholstery cleaner
- Rust remover

Paint Products

- Oil based/Latex paint
- Stripper and thinner
- Caulking
- Wood preservative and stains
- Sealers
- Spray paint/Artist paint

Automotive Material

- Motor oil
- Antifreeze
- Waxes/Polishes
- Cleaners
- Brake fluids
- Used oil filters
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Vehicle batteries (up to 4 max.)
- Gasoline and Diesel fuel (must be placed in containers designed and sold for containment and transportation of fuel (up to 5-gallon max))

Misc. Household

- Household batteries
- Florescent tubes/ Compact fluorescent bulbs
- High intensity lamps
- Hobby glue
- Driveway sealer (up to 5-gallon max)

Electronics with Circuit Boards (up to 25 lbs.)

- Televisions (up to 1 max.)
- Computer monitors
- CPU/computer tower (up to 1 max.)
- Laptop/Tablet computers
- Keyboard
- Mouse
- Fax machine
- Desktop printer/scanner
- CD ROM
- DVD/CD/VCR/tape player
- Cellphone
- MP3 player, iPod, music player
- Microwave oven
- Related cords
- Gaming consoles

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquids
- Stabilizers

Flammable & Combustible Materials

- Kerosene and Solvents

Mercury Containing Devices

- Thermostats
- Thermometers
- Switches

Excluded Materials

This service is for residential use only. The collection of hazardous waste from businesses including home based businesses are excluded. Commercial material, material from businesses, and unusually large quantities of the same material are not eligible for this program. Business items located at homes are still business waste and are excluded. Items that are not part of the At Your Door Special Collection® service include:

- Collection service include: Biological waste
- Liquid mercury/elemental mercury
- Ammunition
- Broken items that contain mercury
- Explosives
- Materials improperly packaged for transport
- Appliances
- Materials in leaking containers
- Medicines/pharmaceuticals
- Asbestos
- Unknown or unlabeled materials
- Tires
- Construction-related materials
- Smoke detectors
- Containers over 5 gallons
- Commercial chemicals
- Fire extinguishers
- Trash that may contain radioactive materials
- Food waste
- White goods including bulky items
- Radioactive materials

WM At Your Door Special Collection® Operations Plan

Over the years, we have refined the challenging process of residential collection of home generated special materials. Every community we operate in is unique, from contract-specified services to local rules and regulations. Therefore, a comprehensive operations plan specific to your community will be provided prior to the contract start date that clearly identifies how materials are collected at the curb, screened, transported, and the methods we use to classify and control materials throughout each step of our collection process. Our operations plan will also include details concerning record-keeping procedures for materials received and shipped. Throughout our service term, the Diamond Bar-specific operations plan will be modified as necessary to comply with changing regulations and/or program procedures. Although an operations plan is customized for each facility, a WM At Your Door Special Collection® operations plan generally address the following topics:

- Nature, type, quantity of materials collected, including list of acceptable/excluded material.
- Collection procedures and equipment.
- Planned destination of waste collected, including specific third-party processor information and details regarding specific material treatment, recycling, and disposal methods.
- Operations staffing and training requirements.
- Methods used to classify and control wastes received both during collection and at our facility.
- Material consolidation and bulking procedures.
- Provisions for inclement weather.

- Record keeping for materials received and shipped for processing or disposal.
- Facility map and evacuation diagram as well as facility security measures.
- Health and safety procedures.

Disposal

The goal of WM's At Your Door Special Collection® service is to maximize the percentage of home generated special materials that are recycled rather than disposed. After collecting the items from the home, the materials are brought to the several facilities that intake each waste stream. The items are then properly packaged and sent to the appropriate third-party facility for processing. We will select environmentally friendly options as the next step in the lifecycle for these materials. The options for recycling may vary depending upon location but the items that are currently sent to be recycled as opposed to disposed include anti-freeze, household batteries, vehicle batteries, latex paint, oil-based paint, compact fluorescent lamps and straight fluorescent tubes, flammable liquids, flammable solids, and consumer electronics. If an item is unable to be recycled, it is properly disposed of per local, state, and federal regulations.

Compliance

This program will comply with existing applicable Federal, State, and local regulations. Appropriate permits and approvals to transport and store household hazardous waste and electronics will be obtained and maintained. This includes facilities and vehicles used in the process of servicing this program.

In the event of a change in law and/ or regulations related to the services provided under this Agreement, WM has the option to modify this service. This may include the imposition of new or increased government fees or assessments, and WM shall be entitled to an adjustment of rates at any time. This request for adjustment will be submitted by WM to the appropriate municipality's contact, accompanied by an analysis of the impacts on rates. A "change in law" adjustment shall only be effective after approval of the municipality's governing body. The municipality's action on our request shall be made within sixty (60) days from the date of submittal, and its approval will not be unreasonably delayed, conditioned, or withheld. As used herein, "change of law" does not include changes in Federal or State income tax laws.

In the event of a natural disaster affecting the community, WM's At Your Door Special Collection® service will be suspended for a period of up to six months, or another period upon agreement. The At Your Door Special Collection® service is designed for the ordinary collection of home generated special materials, and a natural disaster changes the nature of that need. A natural disaster is subject to the specifics of a franchise agreement.

Safety

This home collection program has been designed with safety in mind. Each aspect of this program has been reviewed for potential environmental, health, and safety implications. This encompasses the compliance requirement for our acceptable and ineligible materials and our in-depth training procedures. We have a history of safe collection services due to extensive industry experience combined with specific expertise in household hazardous waste collection.

Service technicians complete a 40-hour HAZWOPER certification program in combination with obtaining a Hazmat endorsement on their Commercial Driver's License. In addition, they participate in an in-depth employee training program that includes classroom and on-the-job training for hazardous materials. This includes specific training on the collection and transportation of hazardous and potentially hazardous

chemicals in a residential setting. Training is updated regularly to ensure our Technicians are trained on important safety procedures, transportation protocols, chemistry, hazardous materials handling, customer service, and more.

Over the years, we have refined the challenging process of residential collection of home generated special materials. These facilities are set up to properly manage the materials according to the federal, state, and local regulations and are properly permitted to store the eligible materials prior to being shipped to appropriate processing facilities.

Annual Household Hazardous Waste Event

In addition to our At Your Door Special Collection® service, WM will assist the City in increasing awareness of Household Hazardous Waste collection by promoting the Los Angeles County Household Hazardous Waste collections events held in Diamond Bar. Promotional activities will include posting on WM and Diamond Bar's website, inclusion in the annual brochures/ mailings sent to each customer, billing inserts, social media targeted outreach, and press releases to local news outlets.

Curbside Used Oil and Oil Filter Collections

WM will continue to collect used oil placed curbside beside solid waste container on regular collection day at no additional charge. We will also educate customers to place used oil in clean containers and used oil filters in clean zip-lock bags.

Sharps Mail Back Program

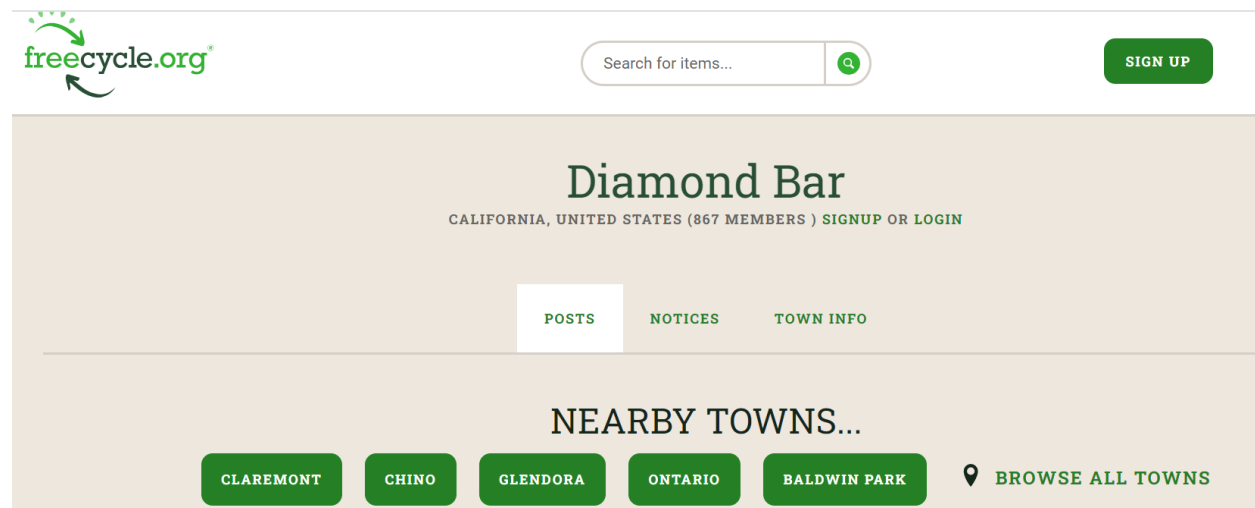
WM will continue to operate a mail-based program and/ or a drop-off program for the safe processing of sharps generated by Diamond Bar residents. Upon request, sharps containers will be delivered directly to residential customers at no cost to the residents or City. WM will make all necessary arrangements.

Medication Takeback Program

WM will assist the City in increasing awareness of medication takeback programs provided by the Los Angeles County Sheriff's station and any third-party events held in Diamond Bar. Promotional activities will include posting on WM's website, inclusion in the annual brochures/mailings mailed to each residential customer, billing inserts, social media targeted outreach, and press releases to local news outlets.

FreeCycle.com

WM will publicize to residential customers its free materials exchange/ gifting program, known as FreeCycle.org, and shall promote FreeCycle.org on WM's website, and the annual brochure/mailings.



Annual Holiday Tree Recycling Collection

WM will continue to provide collection of holiday trees from December 26 through the second Sunday in January.

Compost Giveaway

We are looking forward to partnering with the City to plan these two (2) annual community events, where residents will be able to get bagged compost. The material will be procured from our SB 1383 approved composting facility partnerships.

Refuse Collection

WM will provide refuse collection using bins or carts as frequently as scheduled by the customer, but not less than once per week and more frequently if required to handle the solid waste generated at the premises where the bins are located.

Detailed Description of Commercial Bins can be found in *Section 3.1 Collection Services Approach*

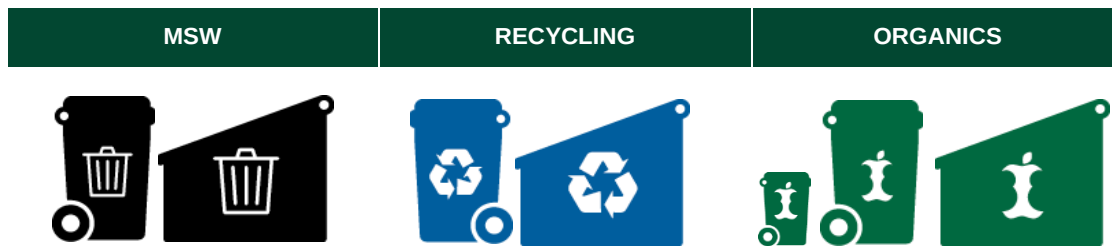
Recycling Collection

WM will provide source-separated recycling collection using bins or carts to all locations that are required to subscribe to organics collection by AB 341. Recycling services will be provided at a rate not to exceed 50% of the equivalent refuse rate for similar container sizes and service frequency.

SB 1383 Recycling Containers are described in *Section 3.1 Collection Services Approach*.

Organics Collection

WM will provide source separated organics collection using bins or carts to all locations that are required to subscribe to recycling collection by AB 1826 and SB 1383. Organics services will be provided at a rate not to exceed the equivalent refuse rate for similar container sizes and service frequency.



To prepare for compliance with SB 1383 (collect waste in color-coded containers (sections 18984.1-18984.3), WM will provide a three (3) bin sources separated system. Black containers for trash, blue containers for recyclables, and green container for organics.

Bin Pushout Service

WM will provide pushing or rolling containers to the point of collection to locations that require such service at no additional charge.

Scout Service

WM offers scout service by using a small vehicle either to move containers to the street or other public right-of-way for collection. Commercial bins with scout service are serviced within two hours and placed back in their enclosures.

Locking Bins

All bins are available with locking mechanisms.

Permanent Roll-Off Box Service

Rates shall be charged as "pull plus dump", a set rate for the service component plus the per ton charge based on actual tonnage collected.

Temporary Roll-Off and Temporary Bin Service

WM will provide temporary roll-off box and temporary bin service upon customer request for cleanup or construction. WM will deliver a temporary roll-off box within forty- eight (48) hours of request (Saturdays and Sundays excluded) for an additional charge.

Temporary Bin Service

Rates will be charged as "bin delivery/pickup plus one dump." Additional charges may include, additional dump, and rental fee after seven (7) days with no dump or bin pickup. WM will deliver a temporary bin within forty- eight (48) hours of request (Saturdays and Sundays excluded).

On-Call Bulky Item

WM will provide bulky item pickup service to MFDs. Each dwelling unit is allowed up to four bulky item pickups per calendar year at no additional charge. Customers may put out up to three (3) cubic yards of material at each pickup. Bulky item collections that exceed the number of free pickups may be subject to an additional charge.

C&D Debris Collection Services

WM will work with any industrial accounts (primarily roll off) to provide multiple containers on large job sites to enable developer/contractors to source-separate materials. Job sites with limited space might also source-separate material using containers phased to match the construction progress, i.e., rock, inerts, concrete & wood for demolition and flatwork phases, wood for framing phases, plastics and metals for plumbing, electrical and ducting phases, drywall for wall phases, carpet remnants, cardboard for HVAC, appliance, and finish phases.

Mixed C&D Processing - WM has ability to provide containers for mixed construction and demolition roll-off processing.

City Collection Services

City Facilities Collection

WM will collect and dispose of all refuse, recyclables, and organics generated and accumulated at premises owned and/or operated by the City at no additional charge (including e-waste, and construction and demolition debris) and in compliance with AB 341, AB 1826, and SB 1383. Such premises include, but are not limited to, offices, parks, and street maintenance operations.

We are prepared to provide services to these facilities over the term of the new agreement, knowing full well that service levels may vary, with no increase in compensation for additional collection services.

City-Sponsored Events

WM will continue to provide refuse, recyclables, and organics collection using carts, bins, roll-off boxes, cardboard boxes with liners, or other such containers at no charge at City-sponsored events. These events and service levels may vary over the term of the new agreement, with no increase in compensation for additional collection services.

We understand that if the City selects separate contractors for the residential and commercial sectors, the City intends to alternate events between the two contractors with no guarantee that events will be evenly distributed based upon either level of effort or number of events.

City-sponsored events include, but are not limited to:

- Concerts in the Park
- City Birthday Celebration
- Fourth of July
- Fall Fun Festival
- Winter Snow Festival
- Arbor Day
- Easter Egg Hunt



Abandoned Item Collection

WM will continue to provide collection of bulky waste abandoned in the City right-of-way or other public property within WM's service at no additional charge, within one (1) business day of notification from City. We understand that we will not be required to collect hazardous waste, liquid wastes, or automobile parts that are individually too large for collection by two (2) people. City will contact either the residential or commercial franchisee to provide this service, depending on the location of the abandoned item.

Community Development Review Services

Our local team will work with the City to review building permit applicants' plans and provide advice regarding adequacy of container storage space and access, particularly to accommodate recycling and organics containers upon the City's request and at no additional charge to the City.

Large Venue Event Assistance, Event Recycling

WM is prepared to assist planners of large venue events with reporting and planning needs as may be useful in meeting the requirements of AB 2176, found at California Public Resources Code 42648, et seq. at no additional charge. WM will provide recycling and organics collection services upon request to special event planners.

Confiscation of Unauthorized Containers

WM will confiscate illegal containers located within the City's public rights-of-ways, upon notification from City, or if WM finds illegally placed containers based on the procedure provided in the franchise agreement.

Provision of Storage Containers

WM will continue to provide the City with 11 40-cubic-yard portable storage containers to be used for storage at City facilities and schools for the duration of the Agreement. Containers will be maintained in a condition satisfactory to the City. WM may transfer ownership of these storage containers to the City, provided WM will remove and dispose of these containers when requested to by the City.

Emergency Collection and Disposal Service

WM is prepared to assist Diamond Bar at the City's request with emergency collection and disposal service in the event of major disaster, such as an earthquake, storm, riot, or civil disturbance, or as otherwise determined necessary by the City, by providing collection equipment and drivers normally

assigned to Diamond Bar. WM may charge the City for actual disposal costs plus service rates per the approved rate schedule.

Emergency Collection Service

Whether necessary due to a natural disaster, extreme weather, or other unforeseen events, WM is always prepared to provide additional support to communities requiring urgent solid waste collection assistance.

The WM Green Team is comprised of highly skilled drivers and technicians who can be deployed at any time to support local teams when crisis events occur. This group of professional employees has experience working in a variety of situations, including natural disasters and other situations where additional resources are needed to support local operations. WM also has identified qualified drivers, technicians, and other employees who can be called upon to augment Green Team resources when needed.

During extreme weather or natural disasters, some communities are also faced with massive volumes of debris. In such cases, excess supplies of collection equipment including spare vehicles and steel containers can be quickly accessed, often within hours.

In the event of a disaster in your community, WM can work with you to provide any storm debris or other cleanup services that fall outside of our contract agreement in accordance with FEMA and applicable contract terms and conditions.

Environmental Coordinator

WM will hire and train a qualified Recycling and Sustainability Manager that will support the City of Diamond Bar for the life of the new contract. This manager will work with customers within the City to focus on diversion rates, mandate compliance, and public awareness and education. This valuable resource will be well equipped to assist Diamond Bar to be fully compliant with the state mandates.



3.2 CUSTOMER SERVICE CENTER

Proposer shall describe the management systems and customer service systems its company uses to manage inquiries and complaints received from residential and commercial customers. The description of the management systems and customer service systems may include:

- *Description of system capability and/or procedures to ensure timely accessibility of information by jurisdictions served.*
- *Description of procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pick-ups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared setouts; noise complaints; traffic and sidewalk obstruction during collection; and safety around collection vehicles during operations.*
- *Description as to whether individual call centers are established for each of the proposer's service areas or if customer calls are handled by a centralized call center, and location of the proposed call center.*
- *Description of how the customer service information interfaces with route data and billing data.*
- *Description of how the company measures customer service about the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identify specific performance metrics or targets your company tracks.*
- *Identify the website that its customers use to obtain customer rates and service information, diversion services and requirements, and to submit inquiries or complaints. Provide website address.*

Following are WM's procedures and capabilities for timely accessibility by jurisdictions served.

Timely Accessibility

Our Customer Service Center is open Monday through Saturday during normal business hours. However, our easy-to-use self-service channels - wm.com, My WM, Virtual Assistant chatbot and more - are available to support customers' needs, including service requests, 24 hours a day, seven days a week, 365 days a year. Below is a more detailed explanation of our Customer Service Offerings.

Customer System Capabilities, For Tomorrow®

We are excited to share that WM has recently invested in advanced customer service technologies, including Interactive Voice Response (IVR), a contact back system, and live chat support, to keep pace with our customer's changing needs and help shape the future of customer engagement and digital customer service.

Here are a few reasons why these technologies provide a better, more cohesive digital customer experience:

- **Interactive Voice Response (IVR):** IVR systems reduce wait times while providing self-service options that allow customers to resolve their most common requests - pay online, schedule bulk pickup, get their container repaired or replaced – seamlessly and efficiently.
- **Contact Back System:** Contact back systems eliminate the frustration of being on hold for long periods of time and ensures that customers receive prompt, personalized assistance from a customer service representative at their convenience.

- **Live Chat Support:** Live chat support removes the need for phone calls or emails by allowing customers to instantly interact with our representatives to resolve their questions quickly.
- In addition to IVR, Contact Back and Live Chat, we are continually working to expand our self-service capabilities. We understand the value of our customers' time, the importance of promptly resolving their needs and providing exceptional customer service to today's modern customer.

WM's Digital Customer Engagement

We aim to transform our customer digital engagement by providing a smoother, more seamless customer journey and engaging more closely with our customers across all channels.

wm.com	Offers seamless navigation and an intuitive way for customers to learn about services and solutions in their community.
AI Chatbot	Handles routine issues promptly and provides 24/7 customer service with automated responses to the most frequently asked customer questions.
Knowledge Base Help Center	Houses answers and videos to top customer requests about WM services as well as support articles by topic – products/services, understanding your bill, delays, and more.
Live Chat	Allows customers to skip email exchanges or wait in line in the call queue. With Live Chat, we can respond immediately to customer questions.
WM's Social Media Platforms	Meets customers where they are and allows us to answer questions quickly. Customers can also stay updated about services and ways they can help protect the environment.
Lisa (IVR) System	Seamlessly routes customers to self-service options and connects them with the right resources, links, or departments so we can limit call transfers and reduce wait times. Our IVR System is also equipped with convenient callback functionality, so customers never have to wait on hold during peak call hours. Customers can simply choose to be called back and "hold their place in line" while they continue with their day.
Call Center	Personal, one-on-one customer assistance for questions or service issues.
My WM	Offers simple and intuitive online account management for service requests, holiday schedules, online bill pay, autopay, notification preferences and more. We have added a new self-serve feature to My WM - bulk item pickup. Scheduling a Bulk Pickup with My WM is easy: 1. Login: Log in to your My WM profile. Select Manage My Services. 2. Choose Materials: Review the service rules and list of unacceptable items. Use the checklist provided to identify the materials you need to get rid of – once an item is selected, specific instructions will be provided. 3. Pickup Date & Payment: Use the calendar to choose your pickup date and add additional notes directly to your Driver. Review the costs (if applicable),

approve the payment method (if a prepay is required), and confirm your order.

My WM App Provides a personalized customer experience. With the My WM app, customers can:

- Manage and use different payment methods with ease, including Apple Pay
- Enroll in AutoPay and Paperless billing (if applicable)
- Get service day updates so they know when to expect pickup
- Request bulky item pickup, extra pickups, roll-off dumpsters, and more
- View or change their existing services and schedules.

My WM: On-demand Self-Service Solutions

This platform empowers our customers with the tools and technologies for on-demand digital self-service solutions.

Residential

Commercial

Roll Off

WM.com: Mobile App: 

Billing	Manage Accounts	Conveniently manage all your accounts with My WM.	 	 	 
	AutoPay & Paperless	No more manual effort. Save time and money with electronic billing and autopayment.	 	 	 
	Pending Charges	View pending transactions before they post to your account.			
	My Billing	Compare your past and current charges, combine, and pay multiple invoices or make stress-free partial payments without having to call.	 	 	 
Buy & Adjust Service	Adjust Service	Start, stop, or change your service anytime, all online.	COMING SOON!		
	Extra Pickup	Avoid the inconvenience of extra waste. Schedule an extra pickup before your next service day.		 	
	Bulk Item Pickup	Schedule a curbside pickup of your large unwanted items that fits your schedule.		COMING SOON!	
	Container Repair	Arrange a cart repair or replacement appointment that works for you.		COMING SOON!	

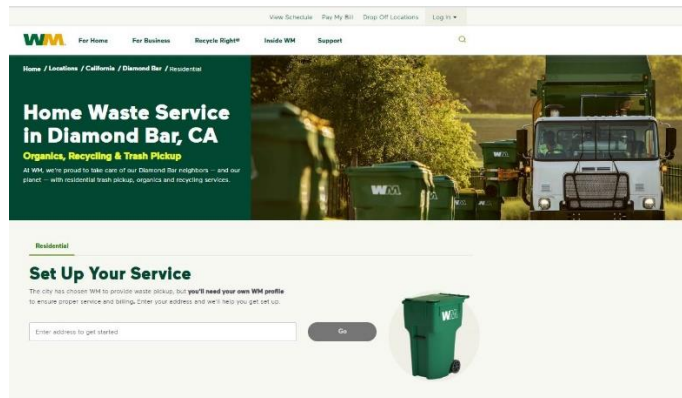
	Roll Off Requests	View bin sizes, compare pricing, and book your roll-off, exchange your current bin or schedule a removal.			
Service Details	View ETA & Schedule	Find your specific service day and holiday schedule and get up-to-date weather or other service schedule changes.			
	View Cart Contents	View your cart contents from your driver's perspective to learn more about what you toss.			COMING SOON!
Contact	Manage Contacts	Easily and quickly change your billing or service contact(s).			
	Communication Preferences	Manage your contact preferences and choose your preferred method of contact.			
	Feedback	Provide service feedback anytime to help us hone our website, customer service training, self-service tools and more to provide better customer experiences over time.			

A Dedicated, Local Website for Local Services

As part of our customer engagement and digital customer service, we created dynamic, easy-to-navigate WM customer websites. These tailored-to-your-municipality websites provide a single access point for service information and 24/7 self-serve customer service solutions. With a WM customer website, you can:

- **Personalize your website:** Your WM customer website is designed and custom-built to showcase your community, services, solutions, and special programs.
- **Promote self-serve customer service solutions:** Your WM customer website is the first line of support, empowering customers to access information on demand, find answers on their own - at their convenience - request services, and resolve issues with zero to minimal waiting time.
- **Provide helpful resources and service information:** Your WM customer website is the information hub for all information regarding services - from collection schedules, including holidays or any special events such as holiday tree collection, to bulk item collection information (if applicable), to any service delays. The website can also inform of where to place carts/bins and acceptable and non-acceptable items.
- **Help lead the way to a more sustainable community:** Your WM customer website links directly to WM's Recycle Right® recycling education program, providing your community with access to recycling resources, making it even easier to recycle right and reduce contamination.

City of Diamond Bar Solid Waste Services



Service Guides & Instructions

Trash Service

Recycling

Yard Waste

Bulky Collection

Special Programs & Services

Service and Collection Info

WM provides a 96- or 35-gallon cart (black) to collect trash. Rates vary based on cart size selected. Find your specific collection day and view your service ETA by signing up for a My WM account.

Container Setout Instructions

Place cart at the curb with wheels against the curb by 6 a.m. on collection days and remove same day. Keep cart at least four feet from parked cars, mailboxes and other obstacles that may prevent WM team members from picking it up.

Set up New Residential Service

Contact WM at 866-825-7190 to set up new service.

How to Prepare Your Materials

All trash should be bagged. Don't overfill your cart - the lid must close tightly. Overflow and materials outside may be subject to additional charge or will not be collected.

What Belongs in your Cart

Beginning January 1, 2022, SB 1383 requires Californians to sort and separately collect food scraps, yard debris and food-soiled paper from trash and recycling.

Additional Questions

Have questions about your bill, need to request a container repair, or adjust your communication preferences? Convenient My WM self-service capabilities are available to help you manage your services. Visit <https://www.wm.com/us/en/user/register> to sign up for an account and get started.

- Description of procedures used to satisfactorily respond to, record, and report common customer complaints such as: missed pickups; spills and litter resulting from collection; collection schedule changes; broken or missing containers; improperly prepared setouts; noise complaints; traffic and sidewalk obstruction during collection; and safety around collection vehicles during operations.

Common Customer Complaint Resolutions

WM's highly skilled and resilient Customer Service Representatives (CSRs) place customers at the center of what they do every day. Their scrupulous training program allows them to take the right steps to understand our customer's unique needs and make the best decisions to address and resolve issues on first interactions.

If they are unable to assist a customer the CSR will follow escalation protocol, which includes creating a communication case and directly contacting the local operations team in San Gabriel Hauling District to quickly resolve the issue.

Customer contacts, including customer account changes, missed cans, damaged cans, customer complaints, etc. are tracked through a ticket system. Each ticket is created in an open status and requires closure upon completion of requested action and/or resolution. Local management and their teams are responsible for providing requested service and/or issue resolution and to monitor the status of all tickets for timely service completion.

- If an issue requires immediate attention and/or escalation, an email is also sent to the attention of the local operations management team.
- If a repeat issue occurs within two months, a ticket is also opened to alert the operations management team that a recurring problem exists. Waste Management has developed a quality control program that includes performance standards for ticket creation, closure, tracking, and service recovery. Local management is responsible and accountable for these performance standards.



Sample Complaint Report

Following each year, Rehrig Pacific uses 60 million pounds of recycled post-consumer plastic that is diverted from the waste stream. is a redacted sample complaint report. This is a typical customer complaint format used by WM; however, we will be happy to work with the City of Diamond Bar to create a report in a format agreeable to all parties.

Customer#	Name	Street	City	State	Zip code	Case ID	DATE	Log text	RESOLUTION
34292				IL		7311443	10/18/2018	10/18/2018 15:54:03 INQ ABOUT BULK PU ****DUE TO CUSTOMER STATED CSR TOLD HIM IT WAS OKAY TO PUT OUT 50 ROLLS OF CARPET WITH STICKERS. *** PER SYOUNG THERE IS A LIMIT OF FIVE ROLLS W/STICKERS PER WEEK.*****CUSTOMER DID NOT EXPLAIN DURING CALL HOW MUCH CARPET HE HAD **	CUST ADVISED THEY WERE DISPOSING OF CARPETING. AGT ADVISED 5 ROLLS OF CARPETING WOULD BE CONSIDERED ONE BULK ITEM. EACH BULK ITEM NEEDED ONE STICKER. CUST ASKED FOR CLARIFICATION. AGT ADVISED THAT FOR EVERY 5 ROLLS CUSTOMER WOULD NEED ONE BULK STICKER. AGT ALSO ADVISED IT NEEDS TO BE SCHEDULED AT LEAST 24 HRS IN ADVANCE OF SERVICE DAY
107642				IL		7290569	10/10/2018	10/10/2018 08:20:41 USPET DRIVER MISSED HER TRASH AND WANT TO MAKE SURE THIS DOES NOT HAPPEN AGAIN. SHE SAID HER CAN WAS TURNEDSLIGHTLY AND SHE DO NOT KNOW WHO MOVED IT BUT DRIVER DROVE PAST HER CART AND DID NOT PICK UP. SHE WANT ASSURANCE THIS WILL BE ADDRESSED AND HER CART NOT MISSED AGAIN. PLEASE ADVISE AND THANK YOU FOR YOUR ASSISTANCE	LFT VM. THIS WAS ADDRESSED WITH THE DRIVER AND NOTE TICKET ENTERED FOR NEXT SERVICE DAY CUST NEVER CALLED BACK CLOSING TICKET
28957				IL		476688	10/11/2018	please service trash, no hoc service monday.	RECOVERED
33646				IL		471097	10/10/2018	PLS SVC YW SVC DAY MONDAY NO HOC 5 ALL TOGETHER 1CONTAINER 4 BAGS	10/11/2018
47781				IL		485074	10/16/2018	lease srev recycle serv day mon no hoc on account	10/10/2018
69730				IL		459125	10/3/2018	cusotmer states that her yw was nt serviced no hoc please expedie pick up	10/16/2018

- *Description as to whether individual call centers are established for each of the proposer's service areas or if customer calls are handled by a centralized call center, and location of the proposed call center.*

Following are our locations to serve Diamond Bar.

Call Center Locations

City of Diamond Bar customer calls will be answered by CSRs at our local customer service center located in Commerce, CA.

Our customer service center, operated on the Pacific time zone, is open 7 a.m. to 5 p.m., Monday through Friday, and 8 a.m. to noon on Saturdays. The center is closed only six days a year, which includes Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

WM's phone system is equipped with convenient callback functionality, so customers never have to wait on hold during peak call hours. Customers can simply choose to be called back rather than wait on hold in the phone queue and "hold their place in line" while they continue with their day.

A Customer Service Representative will call back the customer once available.

In addition to this time-saving feature, WM offers robust online self-service capabilities through our Interactive Voice Response (IVR) phone system and wm.com so customers can get immediate assistance.

Local Customer Service Center

WM continues to maintain a full office at our San Gabriel Baldwin Park facility for convenient, local access. Our Customer Service Center is open Monday through Friday during normal business hours - the Center is closed on nationally observed holidays. However, our easy-to-use self-service channels - WM.com, My WM, Virtual Assistant chatbot and more - are available to support customers' needs 24 hours a day, seven days a week, 365 days a year.

Our San Gabriel Baldwin Park local management team maintains a close relationship with City staff from various departments (Management, Public Works, Code Enforcement), any customer calls received are sent directly to our local management team and resolved within hours.

Additionally, Diamond Bar can always count on reaching your Area Manager Lily Quiroa on his mobile phone, (626) 825-3785, or PSS Area Manager Lily Quiroa, (951) 609-6341 and District Manager, Daniel Hernandez (951) 453-5009 in the case of an emergency or any of the local team members whose work and personal information will be made available to key City staff.

- *Description of how the customer service information interfaces with route data and billing data.*

WM has invested heavily in technology over the last ten years so that we can provide excellent customer service through integrated systems that allow our customer service connections with customers online or offline provides real time information. Below we have outlined how our Onboard Computer System Dispatch and Billing systems inform our customer service interactions with customers.

Customer Response in Real Time

WM's Onboard Computer System Dispatch (OCSD), is in-office software, described in more detail below, connecting our customer service, dispatch and route management to each driver's onboard computer tablet. This facilitates route modifications in real-time to respond to any traffic conditions and communications instantly appear on drivers' tablets so that any potential for service disruption is

eliminated. This enables our customer service representatives, dispatch and managers in our San Gabriel Hauling District to electronically assign service tickets and communicate with drivers for immediate, Real Time, customer issue resolution (e.g., blocked container, late set out, locked gates etc.).

Onboard Computing System Dispatch Streamlines Routing Communications

Our onboard computing system dispatch (OCSD) software application is the system that aggregates all the data generated by our drivers via their onboard units (OBU). Vehicle information is transmitted in near real time from the OBU device back to our OCSD application in our high-tech Centralized Dispatch Center. It is used by our route managers, dispatch, and customer service teams to make routing decisions and modifications in real time, answer customer questions, and develop new and modify existing routes for efficiency based on historical data.

This system connects our dispatch operations, to our customer service center, to each truck, and even to our customers. It is done seamlessly using technology that communicates directly with the truck's computer and driver and allows the dispatcher to see where our trucks are located and how they are progressing on their route.

A phone call to the customer service center creates an electronic ticket sent to the dispatcher. The dispatcher reads the ticket, researches the situation using data from driver tablets, and determines who can best handle the issue. The dispatcher talks with the drivers and can "drag and drop" the electronic ticket onto the driver's tablet; push-to-talk technology gives the dispatcher quick direct access to each driver.

Our operations specialists and dispatch teams work together to keep a watchful eye on multiple residential, commercial, and roll off services and routes daily so that they can easily troubleshoot issues if they arise. Every dispatcher or operation specialist can access the same information providing continuous seamless coverage if someone is on a break, or during an all-hands situation like an emergency or weather event.

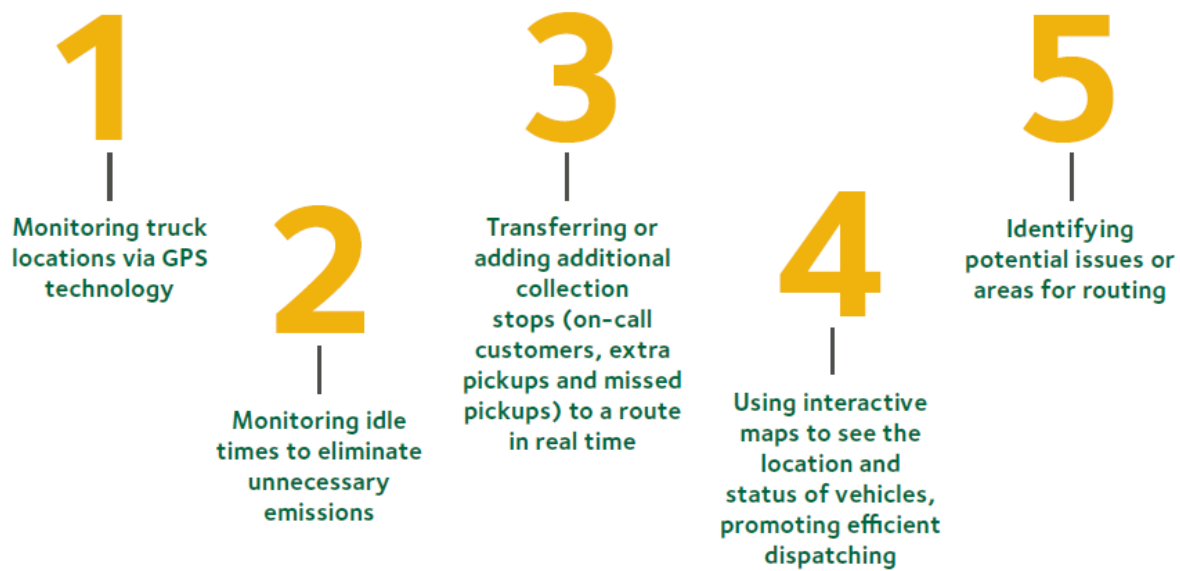
The team's collective goals are straightforward:

- Drive customer service satisfaction
- Streamline communications
- Support operations
- Increase efficiencies

Key functionalities include the ability to:

- Instantly view driver location, status, and route progress
- "Drag and drop" electronic tickets
- Share and access on-route photographs from tablets (i.e., photos of blocked containers, etc.)
- Reallocate portions of routes or a single collection from one driver to another

This software allows route managers and dispatch staff to enhance overall efficiencies through:



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

A Fully Integrated Billing System

At WM, everything we do is about creating an outstanding experience for our customers. That is why we use the equipment and software that we do. The fully integrated capability of our system confirms that customer information is correct, and the overall customer experience is exceptional. For WM, our billing system is not just “back office” processing; it is the backbone of the customer’s experience.

WM utilizes Mid-America Systems (MAS) as our customer billing system. MAS software operates on an IBM iSeries AS400 Platform, running i5/OS version 7.1. It can be accessed through a secure, internet VPN-based connection 24 hours each day, 7 days a week.

WM’s Billing System Features and Benefits

Fully Integrated Billing. MAS integrates all billing, routing, and customer service information into one operating system. WM’s invoice format is based on extensive research, customer feedback, and field testing. Our invoices provide the opportunity to create custom billing inserts and messages that are tailor-made for Diamond Bar. For online customers, we post electronic versions of the inserts to their online invoice for a total “green” experience.

Reliability and Redundancy. We perform ongoing data quality assurance audits to confirm that all information is accurate and up to date. Our billing system data, like all our critical systems, are continuously backed up to reduce the risk of data loss.

Efficient Route Sequencing. Electronic route logs are generated from billing data every day to confirm service accuracy. These electronic records are downloaded to the drivers’ tablets nightly. New customers and customers with service level changes are placed at the top of the driver’s route screen to highlight the change in the driver’s route. Each customer is assigned a unique account number that

WM's Billing System Features and Benefits

tracks detailed information, including contact information, size and quantity of containers, and service history. Route information is viewable in MAS.

Accurate Service. MAS connects seamlessly with our receivables processing system. Customers remit their payments to WM's regional payment center. The payment is immediately processed so customer service representatives can access a customer's account online and promptly respond to any billing questions.

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

An Easy-to-Understand Monthly Invoice

To present our customers with accurate billing information in an easy-to-read format, WM redesigned our standard invoice template. Our new invoice remains fully compliant with governmental, contractual, and local requirements while also incorporating customer feedback. The most common customer request regarding our invoice was to make it easier to understand. To accomplish this, we simplified the invoice format, provided clear steps for all payment options, and include an explanation of common charges if applicable.

City of Diamond Bar
Solid Waste Services

SIMPLE GUIDE TO YOUR INVOICE (FRONT)

- 1 **Customer ID**
Unique identifier for your account.
- 2 **Billing Period**
Shows the billing cycle dates for this invoice.
- 3 **Contact Information**
We're always here to help, either online or by phone.
- 4 **What Do I Owe and When**
Quickly see the total and when it is due.
- 5 **Account Overview**
A quick summary of your monthly charges. A full breakdown is in the details section below.
- 6 **Detailed Account Activity**
Information by service location, including all services, credits, and additional charges.
- 7 **Payment Coupon**
If paying by mail, this is the portion of your paper invoice you return with payment.



INVOICE

Page 1 of 3

Customer ID: 4-83172-53009
Customer Name: WM CUSTOMER
Service Period: DATES HERE
Invoice Date: DATE HERE
Invoice Number: 7761746-2479-6

1 **4-83172-53009**
WM CUSTOMER
DATES HERE
2 **DATE HERE**
7761746-2479-6

How to Contact Us	Your Payment is Due	Your Total Due
Visit wm.com/MyWM Create a My WM profile for easy access to your pickup schedule, statements and online tools for billing and more. Have a question? Check our support center or start a chat.  Customer Service: (866) 797-9018	DATE HERE If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.	\$XXXXXX

Previous Balance
XXXXXX

+

Payments
XXXXXX

+

Adjustments
0.00

+

Current Invoice Charges
XXXXXX

=

Total Account Balance Due
XXXXXX

DETAILS OF SERVICE

Details for Service Location: Customer ID: 4-83172-53009
CUSTOMER NAME, CUSTOMER ADDRESS PO#: PO1140428

Description	Date	Ticket	Quantity	Amount
Disposal	XX/XX/XX	XXXX	XXXX	XXXX
Curb Service	XX/XX/XX	XXXX	XXXX	XXXX
Curb Service	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX
96 Gallon Toter	XX/XX/XX	XXXX	XXXX	XXXX


WASTE MANAGEMENT
PO BOX 42090
PROCTOR, AZ 85010
(866) 797-9018
(888) 879-0429 FAX

Invoice Date	Invoice Number	Customer ID (Include with your payment)
DATE HERE	7761746-2479-6	4-83172-53009
Payment Terms	Total Due	Amount
Total Due by XX/XX/XXXX	XXXXXX	

2479000046317253009077617460002065455000041761527 8

11734856

WM CUSTOMER
WM CUSTOMER ADDRESS

Remit To: WM
PO BOX 4647
CAROL STREAM, IL 60197-4647

710-004833-2479-6
Printed on recycled paper.

SIMPLE GUIDE TO YOUR INVOICE (BACK)

- 8 **How Do I Pay**
Five easy ways to make a payment.
- 9 **Change Your Contact Information**
It's easy. Complete this section to make sure you receive your invoice and stay connected.
- 10 **Set Up Automatic Payments**
Sign up for our automatic payment service for a convenient way to establish recurring payments on your account.

DETAILS OF SERVICE - continued

Details for Service Location:
WM CUSTOMER, WM CUSTOMER ADDRESS

Customer ID: 4-83172-53009

PO#: PO1140428

[illegible]

EASY WAYS TO PAY



AutoPay

Set up recurring payments with us at wm.com/myaccount.



Online
Use www.wm.com or My WM

Use **wm.com** or **My WM**
for a quick and easy payment.



By Phone

Pay 24/7 by calling
866-964-2729



By Mail

Fill out your invoice and mail it in.
We'll provide the envelope.

HOW TO READ YOUR INVOICE

[illegible]

1 States the date payment is due to **WM**. Anything beyond that date may incur additional charges. Your Total Due is the total amount of current charges and any previous unpaid balances combined.

2 Previous balance is the total due from your previous invoice. We subtract any Payments Received/Adjustments and add your Current Charges from this billing cycle to get a Total Due on this invoice. If you have not paid all or a portion of your previous balance, please pay the entire Total Due to avoid a late charge or service interruption.

3 Service location details the total current charges of this invoice.



**Get More
with My WM**

Scan to enroll in AutoPay & Paperless Billing,
manage your services, view your pick up schedule
and see your pick up ETA, all in one place.

Scan the QR code
to get started today!



Visit wm.com/MyWM

If your service is suspended for non-payment, you may be charged a Resume charge to restart your service. For each returned check, a charge will be assessed on your next invoice equal to the maximum amount permitted by applicable state law.

☐ Check Here to Change Contact Info List your new billing information below. For a change of service address, please contact WM .		☐ Check Here to Sign Up for Automatic Payment Enrollment If I enroll in Automatic Payment services, I authorize WM to pay my invoice by electronically deducting money from my bank account. I can cancel authorization by notifying WM at wm.com or by calling the customer service number listed on my invoice. Your enrollment could take 1-2 billing cycles for Automatic Payments to take effect. Continue to submit payment until page one of your invoice reflects that your payment will be deducted.	
Address 1		Email	
Address 2		Date	
City		Bank Account Holder Signature	
State			
Zip			
Email			
Date Valid			

NOTICE: By sending your check, you are authorizing the Company to use information on your check to make a one-time electronic debit to your account at the financial institution indicated on your check. The electronic debit will be for the amount of your check and may occur as soon as the same day we receive your check.

In order for us to service your account or to collect any amounts you may owe (for non-marketing or solicitation purposes), we may contact you by telephone at any telephone number that you provided in connection with your account, including wireless telephone numbers, which could result in charges to you. Methods of contact may include text messages and using pre-recorded/artificial voice messages and/or use of an automatic dialing device, as applicable. We may also contact you by email or other methods as provided in our contract.

Please send all bankruptcy correspondence to RMCbankruptcy@wm.com or PO Box 43290 Phoenix, AZ 85080. Using the email option will expedite your request. (this language is in compliance with 11 USC 342(c)(2) of the Bankruptcy Code)

- *Description of how the company measures customer service about the call center's responsiveness and accuracy of responses, as well as the quality of collection service. Identify specific performance metrics or targets your company tracks.*

Following is a synopsis of how WM measures our customer service call centers as well as the quality of collection services.

Measuring Customer Service

Regardless of how customers reach out to WM, it is essential that customers receive accurate information, immediate answers to their questions, and quick resolutions to their service requests. We accomplish this through preparing and training our ***customer experience team to be experts in your community and your contract.***

Professional, Well-Trained Customer Service Representatives

Our six-week onboarding training program, continual learning, and training opportunities allow us to lead the way in customer service and ensure that our CSRs are ready to support customers with professionalism and a customer-centric focus.

Right Information at the Right Time

Knowledge, our online database that allows a WM customer service representatives (CSRs) to pull up Residents-specific service information, service offerings, and rates within a matter of seconds.

Our Customer Experience Performance

WM utilizes key performance metrics and customer feedback to improve CSRs' training, coaching, and call quality to enhance our customers' experience. This invaluable data provides actionable insights which drive our decisions around the customer service journey.

Key Performance Metrics

Accountability through Leader-led Monitoring	CSRs are monitored a minimum of four times per month. As part of that monitoring session, employees are evaluated on 72 talking points and scored on a scale of one to four. Leader-led monitoring sessions provide immediate feedback on call handling to foster an excellent customer experience.
Customer Service Scorecard	Each CSR receives a monthly evaluation of individual performance with actions and opportunities to develop and improve. The Scorecard is balanced between quality, scheduled adherence, efficiency, and sales. The Scorecard is composed of four qualifying sections: ○ Quality Assurance ○ Resource Management ○ Efficiency ○ Qualitative Professional Development
Average Speed of Answer (ASA)	We strive to answer customer calls as quickly and efficiently as possible. We monitor our performance by evaluating all callers' average answer speed in seconds.
Live Chat Response Rate	We strive to answer each live chat as quickly as possible. We monitor our performance by evaluating our speed in responding to each incoming conversation.
Email Response Rate	We strive to respond to all emails, even those received during non-operating hours, as quickly as possible.

Customer Experience Analytics: Voice of Our Customers Survey

WM measures customer service through the Voice of Our Customers program which invites more than 100,000 unique customers to fill out our Voice of Our Customers survey every month to understand expectations, perceptions, and satisfaction points, and gain insight into areas for improvement. There is no better way to measure customer service than by your customer's feedback.

The survey initially focuses on core questions related to the customer's overall relationship with WM, then expands into targeted questions regarding the customer's service experience with our company. This survey provides WM with unprecedented insights to develop proactive solutions to not only meet but exceed customer expectations every day. Below are some comments made by residents in Diamond Bar.



“ We have the best men in **Diamond Bar** on our route. ”

Survey ID: 2358059 | Survey Date: 8/3/2023 |



“ We have been customers of waste management since 1990 in diamond bar then when I moved to la Verne though the decades waste management has always provided consistent reliable service. Their wonderful team of courteous drives and professional staff help keep our neighborhoods clean. I am very happy to be acknowledged by your drivers with a wave each week when I'm out walking my dogs. Great leaders make great teams. Remember you're only as strong as the weakest link. Always taking care of the little guys. Thank you.”

Survey ID: 2327590 | Survey Date: 7/18/2023 |

- Identify the website that its customers use to obtain customer rates and service information, diversion services and requirements, and to submit inquiries or complaints. Provide website address.

Following is our customer website for Diamond Bar where you will be able to find city-specific service information, helpful resources, and recycling education.

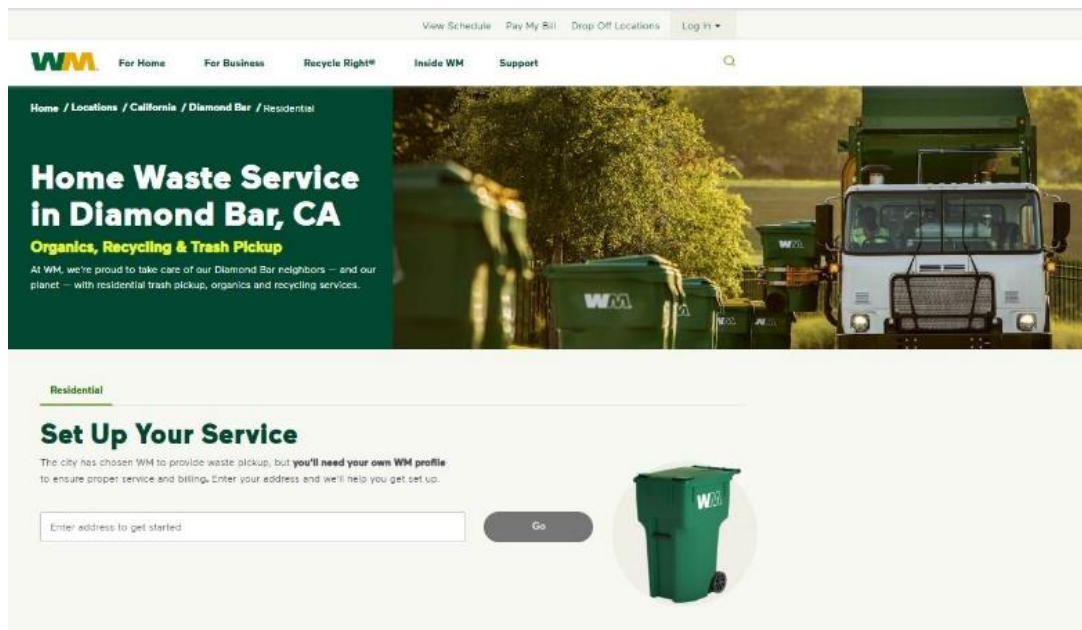
Customer Website

INNOVATIVE

24/7 Answers for Diamond Bar Residents – Any Time, Any Place, on Any Device

With over 60% of consumers preferring to conduct business online, providing solid waste information through a simple, easy-to-use website is an essential communication tool.

Diamond Bar's residents and commercial customers have access to a local WM website (home.wm.com/diamond-bar) that is both easy to navigate and functional. Working in collaboration with your staff, we will continue to customize and update the website with meaningful service information, photos and resources that reflect the interests of Diamond Bar.



Using WM's local website, your City's residents and businesses will be able to easily and quickly find:

- **City-specific service information** – an overview of all WM services available including waste, recycling, yard waste, bulky items, and special collections, if applicable. This section also informs of where to place bins, collection times, and acceptable items.
- **Helpful resources** – including information concerning holiday schedules, seasonal cleanups, or nearby drop-off sites. WM's local website allows us to advise your City of special programs and services available only for Diamond Bar. Upcoming events (such as Christmas tree collection) can be promoted with a prominent banner ad located on the home page.
- **Recycling education** – your City will have access to educational materials and resources available through WM's Recycle Right campaign. Whether looking for recycling posters or activities, content is printer-friendly and ready to use.

WM's local Diamond Bar website will also allow customers to take action through 24/7 self-service and account management functionality. Customers can:

- Initiate service or request additional services
- Schedule an empty and return (roll off customers only)
- View pickup schedule and collection ETA
- Schedule an extra pickup or bulky item collection
- Request cart or container repair
- Sign up for autopay or make an online payment
- Enroll in paperless billing
- Edit account contact information

As an added convenience, WM staff will share access to our web content for cross-promotion on your website. Connecting directly to WM's information will save Diamond Bar staff time and confirm your City continuously receives accurate and consistent information.

Answering questions, finding service information, and utilizing local services should be easy. WM's local website will give your City the information and tools they need when they need them.

As an added convenience, WM staff will share access to our web content for cross-promotion on your website. Connecting directly to WM's information will save Diamond Bar staff time and confirm your City continuously receives accurate and consistent information.

Answering questions, finding service information, and utilizing local services should be easy. WM's local website will give your City the information and tools they need when they need them.

WM Technology Working for You

wm.com Capabilities		Residential		Commercial Customers	Industrial Customers
		Invoiced by WM	Invoiced by City		
 Autopay	Automatic payments are quick, easy and recurring to help customers ensure on-time payment and avoid potential late fees or service disruptions.	✓	n/a	✓	✓
 Paperless Billing	Customers can opt into receiving invoices online and are notified with an email when their invoice is available.	✓	n/a	✓	✓
 Online Bill Pay	Online bill payment was designed for the customer on-the-go. It's available 24x7 and frees the customer from the hassle of calling or mailing in payments.	✓	n/a	✓	✓
 wm.com Profile	Creating a wm.com profile enables customers to access billing, account, and self-service applications like scheduling a bulky or extra pickup.	✓	n/a	✓	✓
 Edit Contact Information	Customers can easily update their personal contact information online 24x7.	✓	n/a	✓	✓
 Empty and Return	Customers can schedule an empty and return or switch out of containers online. This service can be modified or cancelled as necessary, plus we provide a history of service requests to help with planning and budgeting.	n/a	n/a	n/a	✓
 Pickup Schedule/ETA	Customers can view pickup schedule, next pickup date, and estimated time to arrive online to ensure that containers are ready, avoiding any customer inconvenience.	✓	n/a	✓	✓
 Holiday Schedule	Holiday Schedules provide up-to-date information online and prepare customers for any potential service delays that occur during holiday seasons.	✓	✓	✓	✓
 Bulky or Extra Pickup	Scheduling a bulk item or an extra pickup is quick and easy for customers with this simple online form.	✓	✓	✓	✓
 Contact us	Customers get timely email responses when they submit their questions or report service-related issues online using our friendly Contact Us form.	✓	✓	✓	✓

INNOVATIVE

My WM Mobile App

Diamond Bar's Businesses Can Manage Their Accounts Quickly and Securely

WM has launched the all-new My WM Mobile App, empowering customers to enjoy a customizable experience throughout every stage of their service journey. The mobile app introduces a modern design and a variety of self-service capabilities that allow customers to conveniently manage their accounts in one place. To guarantee security, the app was built with the latest technology that enables facial recognition and fingerprint login.

With the My WM Mobile App, commercial and industrial customers can:

- View and manage service schedules and the ability to request services.
- Receive a heads-up on expected service dates.
- Follow roll off hauling trucks in real time, allowing adequate time to prepare for service.
- Make easy payment options using ApplePay or AutoPay along with Paperless Billing.

For a video tour of the new app, visit www.wm.com/us/en/my-wm-mobile-app. The My WM Mobile App is available for either iOS (iTunes App Store) or Android (Google Play).



3.3 IMPLEMENTATION PLAN

Provide an implementation schedule that demonstrates ability to implement the services in accordance with the service start date, including meeting equipment, personnel, administration, maintenance, and public education requirements.

Below is a transition plan demonstrating WM's ability to implement the services required within the RFP.

WM Represents a Stress- and Worry-Free Transition

As the incumbent service provider, WM can offer Diamond Bar residents, staff, and elected officials a stress- and worry-free transition and implementation. We own our local facility and, along with our fleet of vehicles, equipment, and trained, dependable staff. We are already set up to provide the City with the high level of service its residents have come to know and expect, and the commercial sector will get to experience.

Benefits of Selecting WM:

- We are already the existing provider for residential collection, which means no “starting from scratch” challenges to disrupt the lives of your residents.
- Our years of serving the City gives our team in-depth knowledge and insight about the community—We are already familiar with every street and every neighborhood. This means transitioning to service the commercial sector will not be unfamiliar to our team.
- We already have the customer account data and systems in place for the majority of your constituents to support a seamless transition.
- We have a superior service and safety record in the region—a standard of performance that the people in our service areas count on and deserve.
- We are driven to get it right the first time every time- Achieving 99.9% accuracy for all services provided to Diamond Bar residents in 2022. We look forward to providing the same stellar service to the commercial sector.
- You cannot fake commitment. The City of Diamond Bar can be assured that we will manage the contract implementation with the same care and attention that we have given it since day one.

Don't take our word for it - We have a proven record to have successfully transitioned into the City of Chino Hills as the new residential and commercial service provider in July 2022. Our local team went above and beyond to execute the transition plan with a successful outcome.

Chino Hills – A Successful City Transition

20,000 Residential Customers
300 Commercial Customers
66,897 Carts Exchanged
796 Commercial Containers Exchanged
98% SB 1383 Compliance
100% Heart and Commitment

Transition Plan for Diamond Bar

In the section that follows, we have outlined our approach to the most critical components of the new contract implementation, **offering a seamless transition with no service day changes or disruption to residents and businesses.**

While a “transition” may be minimal for the residential sector, since WM already services this sector, we want to make sure that residents are re-introduced to the new contract service offerings, and more importantly reinforce the SB 1383 recycling mandates.

Successful transitions for WM mean that we take a multi-step collaborative approach in both the preparation and execution of the transition, involving City staff, the hauler transitioning out and our customers. Consistency is key and at each step we will hold regularly scheduled meetings and information sharing.

The “Welcome to WM” approach five steps: 1. Preparation and Planning, 2. Connecting with Customers, 3. New Services Rollout, 4. Service Delivery Optimization (SDO) and 5. Transition Completion.

STEP 1: Preparations and Planning

Up to 12 Months Before Service Start

A seamless transition starts with thorough preparation and planning. Immediately following the award of the franchise, WM’s local management team, Lily Quiroa, PSS Area Manager, Josh Goldman, PSS Manager, and Daniel Hernandez, District Manager, will begin meeting with City staff to review all aspects of the transition, including the timeline, outreach and education plan, and collateral materials as well as container orders, deliveries, and removals.

Container Delivery Planning

To prepare for the delivery of new containers and coordinate the removal of old containers, WM will prepare an updated listing of service levels by account or City facility immediately upon award to account for all current container needs. Once received, WM will begin the transition coordination process to ensure no customer or location goes without service or containers. WM will use the data provided in updating its new container orders and then use Site Assessment process in Step 3 to make visual confirmation of the existing service levels.

STEP 2: Connecting with Customers: Pre-Outreach and Education

Up to 6 Months Before Service Start

As the incumbent provider, WM already has great working relationships with residents, and community groups. Under this proposal, WM would host three “Welcome” community workshops to launch our engagement efforts. City Liaison Josh Goldman, Recycling Representative Don Taylor-Stewart and new Environmental Coordinator will use these events to meet with residents, and community groups to provide workshops on new contract service offerings and recycling best practices.

Commercial Sector - For the commercial sector since it will be new to WM, we plan to host two dedicated workshops only for commercial businesses. At these workshops, we will review new contract service offerings and recycling best practices. Because we understand that our business community may not find time to attend these meetings, in addition to these workshops, WM plans to conduct in-person Site Assessments to verify existing levels of service, conduct a preliminary waste audit to identify service challenges and recycling/food rescue opportunities (if applicable) and update the container delivery plan accordingly.

WM has a team of about 50 fully trained Recycling Representatives that may be used to facilitate this “boots in the ground” Site Assessment.

Outreach and Education Collateral

To support our outreach and education programs in Diamond Bar, WM will utilize its internal marketing and communication team to create customized collateral to meet contractual obligations and present service information in a clear, engaging formats for all customer types. Beginning six months prior to the

start of new services, City Liaison Josh Goldman, will coordinate with City staff and WM's marketing team to develop all necessary customer collateral to support the transition.

Local Website

As Diamond Bar's existing provider, WM has already established local websites for residents (home.wm.com/diamond-bar) within its wm.com website. We will just need to add a business sector to the existing one. These sites shall serve as a centralized resource for service implementation information and recycling resources. Once the transition is underway and pre-outreach launches, customers will be able to review service offerings, live chat with customer service representatives, request services via self-service options, and check and modify current service offerings.

Community Events, Workshops and Partnerships

To engage the community and provide immediate responses to questions and comments, WM proposes to host community events and workshops, live or virtually. Throughout the contract's life, WM offers to host educational booths through the various City community events. Following are some organizations that WM is very involved in locally:



- Diamond Bar Community Foundation.
- Friends of the Diamond Bar Library
- Walnut-Diamond Bar Sheriff's Booster Club –
(Your contract liaison, Josh Goldman will be joining the board later this year)

Coordinate meetings with existing groups like HOAs, Sr. Centers, library events. Additionally, WM will continue to leverage its partnership with Diamond Bar Chamber of Commerce, and other community groups to utilize their events and communications channels to connect with residents and businesses regarding the transition.



STEP 3: New Services Rollout

Up to 90 Days Before Service Start

The service rollout is twofold: Addressing the scope of service changes with residential, multifamily, and business customers and City facility locations.

Welcome Guide (Annual Notice)

With customers continuing to be serviced by WM, we would distribute a Welcome Guide that includes their updated services and amenities, container options, rate structure, and collection schedule. Residential customers will also be advised that if they would like to change their current level of service (cart size, numbers of carts needed) they will be given a deadline when to communicate their desired service level change.

Commercial and multifamily customers will also receive a "Welcome Guide" to introduce WM services and amenities, container options, and rate structure. A note will be added that Recycling Representatives are available to provide recycling training and conduct in-person site visits to address any questions and/or concerns.

Commercial, Multifamily, and City Facility Site Assessments

Site assessments are a critical component to ensure a seamless transition. At this mid-point, WM's Recycling Representatives and City Liaison Josh Goldman will meet with City staff to provide an update on the site assessments, review any issues encountered in the field. The goal at this point, is to ensure that by the time container delivery is scheduled, the team has a plan in place to have commercial and multifamily accounts meeting recycling requirements and City will be SB 1383 compliant by the start of the contract.

Container Delivery**Residential Container Delivery**

With extensive transition experience, WM knows how to deploy the right number of resources to deliver and remove containers. We will prepare a container delivery and removal schedule for approval by the City. Once the plan is approved, an interactive map will be created and uploaded on the local WM-Diamond Bar website, where a customer can input their address and the map will show the date their cart will be exchanged. The container delivery schedule shall also be mailed or emailed to customers as a part of our initial annual notice. Additionally, the schedule shall be shared via social media, the City website, to ensure all customers have visibility of the timeline. Residential customers shall have their carts delivered on their service day to allow for existing carts to be serviced and removed.

Based on our most recent experience, we highly recommend that the residential community cart exchange is conducted in multiple phases to minimize service disruption and confusion with residents.

Commercial and City Facility Container Delivery

For commercial and multifamily customers, WM will work closely with the outgoing hauler to coordinate that the delivery of the container occurs same day as the removal to avoid service disruption. Commercial container transitions are planned to begin at least thirty (30) days before the start of the contract, September 2025. WM would use a similar approach to validate and transition carts, bins, and roll-off containers at City facilities.

STEP 4: Implementation & Service Delivery Optimization (SDO) – Within the First 90 Days After Service Start

Service Delivery Optimization (SDO) is focused on adjusting routing, service levels, container sizes and quantities to meet customer needs.

Beginning September 1, 2025, WM would begin to provide the new contract services to residential, multifamily, and commercial customers as well as City facilities. During the first 90 days, Route managers and Recycling Representatives will spend the majority of the day in the field personally addressing customer concerns. WM will also hold daily check-ins with assigned City staff.

For the first two weeks of the start of the new contract, WM will have a dedicated "Implementation Team" that will compose route management. Staff will be brought in from surrounding districts to provide in-field support, specifically to conduct site audits to ensure that routes are being completed. This provides ample time, specifically for commercial drivers, to become familiar with the new commercial routes.

STEP 5: Transition Completion: Assessment & Next Steps**After the First 90 Days After Service Start****Ongoing Service Delivery Management**

Following the first 90 days of service, WM will move from service implementation to ongoing management and maintenance.

For commercial and multifamily customers beginning service after September 1, 2025, or who did not participate in a waste assessment, the Recycling Representatives, will continue to conduct site visits and waste audits, engaging with customers, right-sizing service levels and identifying opportunity for greater diversion and contamination reduction.

Assessment, Transition Report and Next Steps

Following the conclusion of the transition, City Liaison Josh Goldman will meet with City staff to review and assess the transition process. At the City's discretion, WM can prepare a report and presentation covering the results of the transition, including final customer counts, containers delivered, assessments completed, diversion improvement opportunities identified and provide a preview of the new diversion programs to be rolled out throughout the first year of service.

Key Implementation Tasks and Timeline

This Implementation Plan will be revised with more specific dates once we meet and review with City staff.

Tasks	Start Date
Notice of award	January 2024
Development of Transition Checklist	Immediately Upon Award
WM Transition Team- Begins project management calls/meetings to confirm milestones	Q2/Q3 2024- Kick off discussion with Implementation tasks and schedule
Transition Meeting with City Staff	Q4 2024- Kick off discussion with City and confirm Implementation tasks and schedule
Start City Staff Implementation Meetings	January 2025
Start Transition Team Bi-weekly project management meetings	January 2025
Start Transition Team weekly project management meetings	May 2025
Carts and Containers	
Development and Residents-approval of all cart/container graphics/labels	Q2 2024
Procurement of cart inventory	Q3 2024
Finalize Cart Delivery Plan with City - removal, assembly, delivery, staging, and schedule	Q2 2025
Create Interactive Map of Container Deliver for Customers to access on our website and city's	May 2025
Conduct cart and container transition for commercial customers	July-August 2025
Residential approved staging for Carts, delivery (this will be done in phases to minimize residential service disruptions)	June-August 2025
Trucks	
Get Diamond Bar designated collection vehicles ready to service City	Q1 2025
Develop and seek approval of contract-specific truck signage	Q1 2025
Conduct pre-implementation vehicle and onboard computer testing	Q2 2025

Tasks	Start Date
Facilities	
Ensure all disposal & processing facilities are ready for new contract responsibilities	Q2 2025
Routing	
Develop routes using existing routes where possible (Commercial)	Q2 2025
Finalize routing plan. Review with City staff	July 2025
Route field-testing (prior to go-live)	August 2025
Creation of final route maps	August 2025
Staffing	
Conduct driver recruitment, interviews, and screening	Q1/Q2 2025
Conduct classroom-based driver training and onboarding	Q2 2025
Conduct field-based driver training	Q2 2025
Recruitment and training of Sustainability Representatives	Q1 2025
Data and Billing	
Coordinate and conduct data transfers with outgoing service provider	Q1 2025
Coordinate and conduct data transfers with outgoing service provider- provide updated list of any closed/new accounts	June 2025
Audit and verify data accuracy, upload to MAS, and assign WM account numbers, and if applicable link each account to its respective Residents-account number	June 2025
Request and established codes for all services	May 2025
Develop comprehensive contract compliance checklist for contract implementation	May 2025
Establish reporting process and template in accordance with contract specifications	May 2025
Review all updates to wm.com and Residents website for accuracy and compliance with contract terms and maximize cross-promotion	August 2025
Customer Service	
Update Knowledge to reflect new services	August 2025
Review and approve Knowledge with all key departments	August 2025
Upload all transition public education materials to Knowledge for CSRs' reference	August 2025
Develop detailed new contract curriculum	May 2025
Management conducts pre-implementation training	July/August 2025
Management conducts small group CSR training with emphasis on new contract terms and new services	July/August 2025

Tasks	Start Date
New Knowledge content goes live	September 2025
Communication with Diamond Bar	
Present implementation plan, programs, services, and timeline to City Staff	Q1 2025
Design and obtain approval of all communication material outlined in proposal/Agreement	Q2 2025
Communication with Residents and Commercial Customers	
Continually update wm.com with key service info	July- ongoing through life of contract
Conduct commercial/multifamily site visits, offer services to get Commercial Customer meet compliance mandates	Q2 2025- on going through life of contract
Develop Non-Compliance Notice to mail to Commercial Customers	Q3 2025
Service Recipient Personnel/Tenant Outreach and Training	Q3 2025- on going through life of contract
Develop Comprehensive Service Guides/Welcome Packets – all customers- includes development of SB 1383 material	Q1 2025
Distribute customer “Comprehensive Welcome Packet” with new carts	Same schedule as cart and bin delivery described above
Create WM local website for City of Diamond Bar customers	Q2 2025
Update WM-Diamond Bar webpage with new Welcome Packet materials, new service information, and transition announcements, including interactive map	May 2025
Ensure all customer self-service features (wm.com, Digitization, etc.) are lined up to shift to new contract on September 1, 2025	August 2025
Conduct Residential (minimum 3) and Commercial Workshops (minimum 2 in addition to site visits) meetings to distribute educational materials and allow community an opportunity to ask questions	Q2/Q3 2025 <i>Until City staff comfortable transition is successful</i>
Pitch press releases with new contract start date, new programs, and other important transition information	August 2025

Highlights of Key Tasks to Support a Seamless Transition:

Implementation Meetings, Coordination, and Course Correction

WM's transition team will meet weekly throughout planning and implementation. At the onset, these meetings will include our regional team of experts. As the contract start date approaches, the local district operations team will meet daily to review the most critical components of service delivery. Our team is committed to keeping Diamond Bar informed of our implementation progress, and we will ask for your feedback as we customize our transition efforts to reflect the needs of your community. For example, if a proposed communication or outreach method is not working or does not make sense, we are not afraid to scratch the idea and discuss an alternative. From the onset of our transition, we propose meeting with Diamond Bar staff regularly to review key implementation milestones, our progress, and any proposed changes. We can start with monthly meetings initially, and increase the frequency, if needed. In addition to our internal meetings and meetings with staff, it is important for us to coordinate closely with your outgoing service provider. From our experience, the outgoing service provider has been cooperative and helpful during contract transitions, and we often make their exit easier and more efficient. We will

coordinate with them on the removal of their carts and containers and commercial customer data exchanges.

Driver Screening, Hiring, and Training

As the current service provider, we already have the majority of our drivers in place, and already familiar with your City. Any new driver hired to support the commercial sector will go through WM's onboarding and training. Qualified driver applicants must undergo a comprehensive background check, fingerprinting, and drug testing before joining our team. At WM, new drivers participate in more than 80 hours of classroom and in-field new hire training – regardless of prior, relevant experience. Prior to a new contract, all drivers assigned to Diamond Bar will receive contract-specific training that includes a review of our implementation education efforts, materials, and resources, as well as information regarding Diamond Bar's unique service requirements, collection offerings, and contractual requirements.

Route Development

Again, Diamond Bar's residential routes are already in place. Commercial routing will take into account current routing to minimize changes. All WM routes are developed using our proprietary routing software, eRouteLogistics®, to minimize customer impact and maximize safety and efficiency. New routes will be street-tested and adjusted by our route managers prior to finalization.

Contingency Planning

Our longstanding supplier relationships, smart technologies, and our regional network of equipment and personnel make it possible to carry on with collections should a delay or unexpected event occur during a new contract implementation. Key contingency plans address:

- **Staffing.** Additional route management staff will be brought in from surrounding districts to provide in-field support during our implementation period. New drivers hired to serve Diamond Bar will have completed their six-week training at least two weeks prior to our start date. Our staffing plan includes personnel to fill in for employees who are sick, on vacation, in training, or to provide extra help due to spikes in collection volume.
- **Collection Vehicles.** Diamond Bar collection vehicles will be inspected and prepared for service. Each of our districts across the nation maintains a spare ratio of 15%, allowing us to draw from our existing fleet of backup collection vehicles if needed.
- **Cart and Containers.** We build in a 30-day buffer between when equipment begins to arrive and when we start customer deliveries. Our selected suppliers have multiple manufacturing locations, and our order can be reassigned to a backup facility should the primary production facility experience a delay. Additionally, we will stock a surplus of carts and containers during the implementation period to accommodate a spike in new customer sign-ups or service level shifts.
- **Customer Service.** Our online customer database, Knowledge, is accessible to our CSRs across the nation, enabling us to enlist backup support from other regional centers in the event we receive a major spike in call volume for any reason, at any time.

Cart and Container Deliveries

Diamond Bar residential and/or commercial customer will receive a cart or container prior to their first scheduled collection day under the new contract. Cart deliveries may be spread out over the course of 30 days. Three (3) months before the start of the contract, we will educate customers on the benefits of cart-based collection, available cart sizes, and key cart delivery dates. Information will be communicated at community meetings and through direct mail, out-dials, local media, and social media outlets. At this time,

customers will also be notified of the final date they may request a change to their cart size and their options for disposing of existing carts, bins, or cans.

Similarly, commercial customers will also receive outreach regarding the delivery of carts and containers as applicable, when to expect them and how to modify service levels.



WM will be using our vendor FleetGenius Services, a proud partner of WM for over 15 years. FleetGenius has 25 years of experience and transitioned most of the cities in Southern CA to new automated containers, and many across the entire country.

FleetGenius will support the local WM operations team by delivering the containers to Diamond Bar residents and commercial customers. FleetGenius Services is an industry leader through its use of propriety software to digitally capture notes, photographs, and geocoding for all cart deliveries. Our goal is to eliminate any opportunity for customer disruption and achieve a seamless transition.

Working with FleetGenius, we will take the following steps to make sure the proper cart(s) and bins(s) are delivered to each customer:

- Acquire conveniently located cart delivery staging area(s) to maximize our ability to deliver all carts and bins.
 - We will work with City staff to ensure that the staging areas are pre-approved.
- We will produce an easy-to-read interactive map for residents to confirm their scheduled delivery timeframe.
- Any discrepancies in planned versus actual delivery will be noted by the delivery crew and resolved daily by route management.

3.4 AB 341, AB 1826, AND SB 1383 IMPLEMENTATION PLAN

Proposer shall provide an AB 341, AB 1826, and SB 1383 implementation plan detailing planned tasks, procedures, and schedule to ensure the City's compliance with AB 341, AB 1826, and SB 1383.

The plan should address the following requirements.

A description of proposer's public education and outreach plans that comply with all CalRecycle requirements for Outreach and Education, Monitoring and Reporting, and Performance Standards and other applicable regulations.

The plan shall include, at a minimum, the following components:

- *Timeline*
- *Description of all proposed activities*
- *Description of all proposed printed materials and electronic content*
- *Examples of materials and content the proposer has developed for other jurisdictions (proposer may include materials as an attachment or provide images of the material within the proposal text).*
- *Description of labels to be attached to containers that clearly indicate the accepted and prohibitive materials to be placed in containers. Labels shall comply with CalRecycle guidelines for labeling/signage.*
- *Proposed continued outreach efforts to increase participation in recycling and organics programs, including use of direct mail, community workshops, development of how-to videos, dedicated website, community events, school outreach, etc.*
- *Proposed contamination monitoring procedures including performing route reviews and or waste evaluations.*

WM is fully prepared to assist the City of Diamond Bar in meeting the State of California Senate Bill 1383 (SB 1383) requirements. SB 1383 introduces significant changes to commercial, multifamily, and residential solid waste collection services. At WM, our subject matter experts researched these new requirements early on to best position our services to offer our residential and commercial customers efficient, innovative, and solution-driven SB 1383-compliant programs. We created a comprehensive plan detailing planned tasks, procedures, and schedule to help you meet jurisdictional responsibilities, assist with capacity planning, drive, diversion goals, and provide the support desired to comply with SB 1383, as well as AB 341 and AB 1826.

- *Timeline*

A representative timeline is provided on pages 99-103.

- *Description of all proposed activities*
- *Description of all proposed printed materials and electronic content*
- *Examples of materials and content the proposer has developed for other jurisdictions (proposer may include materials as an attachment or provide images of the material within the proposal text).*

Targeted and Multifaceted Implementation and Monitoring Plan

WM wholly intends to help the City of Diamond Bar achieve full compliance with AB 341, AB 1826, and SB 1383 including all requirements as per the Draft Franchise Agreement throughout the life of the Contract.

SB 1383 is changing the way we manage solid waste and recycling, and WM recognizes that a targeted and multifaceted Implementation and Monitoring Plan is required to ensure a robust and sustainable recycling, organics, and overall diversion program in the City of Diamond Bar. Our plan focuses on three key areas:

- Targeted Education & Outreach for All Sectors
- Integrated Route Audit and Contamination Monitoring Program to Drive Behavior Change
- Holistic Data Monitoring and Reporting to Monitor Progress and Drive Continuous Improvement

Additionally, our plan is supported by our dedicated SB 1383 Regulatory Team, who provides an additional level of support to the City of Diamond Bar during their implementation journey. SB 1383 has drastically changed the industry in California. Because of the complexity of the new requirements and the importance of achieving compliance, we put together a dedicated SB 1383 Regulatory team to help guide us through the process. This team has worked directly with CalRecycle as well as with dozens of jurisdictions throughout the State of California helping to simplify SB 1383 implementation. They specialize in policy, regulatory compliance, SB 1383 program development and reporting. They will monitor SB 1383 requirements, overall compliance trends and changes directed by Cal Recycle and will meet regularly with the City of Diamond Bar team to review progress and advise on emerging issues and challenges.

Meet the Team! Your local Diamond Bar team is backed by our dedicated SB 1383 Regulatory Team to help Diamond Bar every step of the way.



Alex Oseguera, Director, Government Affairs

With more than 30 years of extensive experience in the environmental services industry and in public policy, Alex helps define WM's statewide strategy for SB 1383 compliance.



Brian Bowen, Senior Regulatory Manager

Brian has over 40 years of experience providing data-driven solutions to the industry's complex operations and environmental issues and working with the regulatory community.



Stephen Moreno, SB 1383 Consultant

Steven is a process, analysis, and program management veteran focusing on the regulatory compliance and reporting requirements of SB 1383 for jurisdictions and WM operations.



Katy Wong, Marketing Project Manager

With nearly 15 years of experience in the public education and outreach realm, Katy supports WM's integrated SB 1838 Dashboard, coordinates internal training and facilitates new tools, processes, and resources to help WM Reps and customers comply with SB 1383.

WM is electing the standard basis as opposed to the performance-based method to comply with SB 1383. After implementing our recycling compliance plan and allowing a few years to monitor results, WM can work with City to decide whether switching to performance-based method makes sense for the City and overall compliance goals.

Targeted Education and Outreach for All Sectors

SB 1383 requires jurisdictions to provide organic waste recycling to all residents and businesses. Organics recycling is new to many businesses and residents, and recycling education and contamination minimization continues to be a focus, so it is essential that WM provides a comprehensive, ongoing education and outreach program to raise awareness and drive the right behavior. WM is excited to continue working with the City of Diamond Bar to implement a data-based, community-focused outreach and education campaign designed for your community over the entire term of the contract.

A comprehensive education and outreach campaign is required early on to attain the desired recycling behavior and knowledge base among Diamond Bar residents and businesses. Today, people rely on various forms of communication to get the most up-to-date information. That is why we have many different methods of connecting with our customers which all share a common goal - to provide clear, concise, and relevant service and educational information.

The following pages will discuss in detail our AB 341, AB 1826, and SB 1383 outreach plan and timeline, which is designed to ensure continued compliance for the City. This plan will build on our Transition Plan and go into further description of the ongoing education outreach efforts and processes that will occur throughout the course of the Agreement. WM will work cooperatively with the City to monitor the effectiveness of existing public education and outreach programs and identify and develop new outreach as necessary to meet diversion targets.

Following is our Diamond Bar flyer discussing Residential Organics Recycling.

City of Diamond Bar

Residential Organics Recycling



Tips to Help Keep Odors Out of Your Organics Cart

Cart Tips:

Layer organic waste inside your cart to help protect against odors. Just follow these simple steps:

1. Line the bottom of your cart with paper (newspaper, junk mail, etc.).
2. Place yard waste inside the cart.
3. Wrap food scraps in newspaper or a paper bag and place it on top of the yard waste.
4. Cover food scraps with more yard waste to help seal odors in.

Storage Tips:

Option #1 Collect food and soiled paper scraps in a sealed countertop storage container until they are ready to be placed inside your green organics cart.

Option #2 Need to save counter space? Seal food and soiled paper scraps inside a bag or container and keep it in the freezer before placing in your green organics cart. Make sure not to put a plastic bag or container in your cart! No plastics of any kind are allowed in the green cart (even bio bags).

WM Smart Truck™ Technology

WM will launch an educational campaign to introduce WM Smart Truck™ technology. Information will be sent to your household to help you recycle right and prevent overfill in your waste carts. If the Smart Truck™ finds an issue with your cart due to contamination or overfilling, the following will take place:

- Contaminated/overfilled cart will be serviced
- A letter will be mailed to the service address informing you about the contamination spotted in your recycling and/or organics cart or if a trash, recycling and/or organics cart is overfilled. The letter will also contain digital/video documentation of the contaminated/overfilled cart.



WM Customer Service (800) 266-7551 | cslosangeles@wm.com
home.wm.com/diamond-bar



What Goes in the Organics Cart:**FOOD WASTE &
FOOD SOILED PAPER****YARD WASTE****PRODUCE****MEAT, FISH, & POULTRY****DAIRY****BREAD, PASTA, RICE,
GRAINS, COFFEE GROUNDS,
& FOOD SOILED PAPER**

DO NOT INCLUDE:
PLASTIC BAGS OR FILM
SERVEWARE/UTENSILS
PLASTIC CONTAINERS
FOAM CONTAINERS
HAZARDOUS WASTE
FATS, OILS, OR GREASES

Place organics materials directly into your organics cart -
To reduce odor, put food waste in a paper bag.

What Goes in the Recycling Cart:**PLASTIC BOTTLES &
CONTAINERS****FOOD & BEVERAGE
CANS****GLASS BOTTLES &
CONTAINERS****FOOD & BEVERAGE
CARTONS****PAPER****FLATTENED CARDBOARD
& PAPERBOARD**

DO NOT INCLUDE:
FOOD OR LIQUIDS
PLASTIC BAGS OR FILM
FOAM CONTAINERS
CLOTHING, FURNITURE
OR CARPET
BATTERIES
ELECTRONICS
HAZARDOUS WASTE
YARD WASTE

Place recyclables directly into your recycling cart -
Don't bag your recycling materials.

What Goes in the Trash Cart:**FOAM CUPS &
CONTAINERS****GARDEN HOSE****BROKEN CERAMIC
DISHES & POTS****CANDY, SNACK &
FOOD WRAPPERS****PLASTIC BAGS
OR FILM****DIAPERS****PET WASTE****CLOTHING &
TEXTILES**

DO NOT INCLUDE:
ORGANICS/RECYCLABLES
HAZARDOUS WASTE
ELECTRONICS
BATTERIES, TIRES, OR PAINT
FLAMMABLE MATERIAL

WM Customer Service (800) 266-7551 | cslosangeles@wm.com
home.wm.com/diamond-bar



Outreach Plan and Timeline

Program	Details
RESIDENTIAL, MULTIFAMILY, and COMMERCIAL	
Dedicated Representative Exclusive to Diamond Bar <i>(Available from Day One)</i>	WM will hire a dedicated TBD Recycling and Sustainability Manager (RSM) that will join the existing Diamond Bar WM team to assist and carry out education and outreach for residential, multifamily, and commercial customers. The TBD Recycling and Sustainability Manager will also assist with City facility compliance, as well as assist with public events and community workshops.
Comprehensive Service Guide and Welcome Packet <i>(Annually mailed to customers)</i>	WM's Welcome Packet, or Comprehensive Service Guide, will be available in print and electronic form for each customer type and will include WM's collection procedure summary and services. This includes but is not limited to how-to's for container collection, information on the service program, like the large item collection program, At Your Door Program (household hazardous waste curbside collection program), Sharps Mail Back Program, holiday collection schedules, recycling/composting guidelines, waste prevention tips, and Customer Service contact information. In addition, these packets will include information on pertinent laws to the customer type such as AB 341, AB 1826, AB 827, and SB 1383. In addition to mailing out to customers, the Comprehensive Guideline will be located on the WM local Diamond Bar website throughout the life of the Contract.
Community Workshops <i>(Bi-annual)</i>	The WM TBD Recycling and Sustainability Manager will host community workshops to discuss recycling programs and services and offer an opportunity for customers to have an in-person Q&A. These workshops will cover State mandates, recycling programs, and key WM services and information. The workshops will be as many as needed through the start of the contract. We commit to bi-annual meetings throughout the life of the Contract to continue to support recycling efforts. In addition to City workshops, we will look for opportunities to work with the following groups to re-enforce recycling practices and programs. <u>Chamber, Civic Group Presentations</u> WM will reach out to the local Chamber of Commerce and service organizations to work with these organizations to complete presentations to the business community about available services and programs, education around state mandates (AB 341, AB1826, SB 1383) as well as the benefits of recycling services. <u>HOAs/Property Manager Meetings</u>: Rosemead's Recycling and Sustainability Manager will attend HOA meetings and tenant meetings to provide recycling presentations. <u>Educational Institutions</u>: WM will coordinate efforts with School Districts to ensure that parents and students have access to service guides and recycling program information. WM will also offer to attend recycling focused assemblies and participate at school events where our team can host an education booth.
Educational Fliers <i>(Quarterly distribution)</i> <i>Easily Accessible Online</i>	WM currently has multiple recycling fliers, food waste recycling fliers, and informational fliers that address current State mandates. To further add to our library of resources, WM will create new and updated educational flyers, which will include SB 1383. These flyers will provide meaningful information, graphics, and details on how to participate and comply with State mandates and recycling programs. It will include information about edible food recovery and donation. These flyers will be distributed quarterly electronically or mailed to customers and will also be available on the Diamond Bar's WM dedicated website for each customer type throughout the life of the Contract. All written communication material will be in English, Spanish, Korean and Mandarin
Pro How-to Videos <i>(Ongoing)</i>	WM will produce how-to videos to educate customers on how to recycle right and participate in the organics recycling program.

Program	Details
RESIDENTIAL, MULTIFAMILY, and COMMERCIAL	
	We are projecting to have these videos ready to circulate by start of contract and create various videos to address relevant topics to support good recycling habits through the life of the Contract.
Right Size Containers/ Commercial bins	Our WM Smart Truck® Program can monitor every stop and the entire contents of each container day in and day out – not just what is visible on top, only once a year as required by the regulations. By auditing daily, and providing targeted customer education, we can help keep waste streams clean and ensure customers have the right level of service. WM TBD Recycling and Sustainability Manager can work with these customers individually to ensure that they have the proper service level to minimize contamination and increase recycling efforts, as well as train staff to manage the waste accordingly to minimize these issues. Multifamily Outreach- We will work closely with HOA's, Property Management representatives to outreach directly to tenants through meetings, use of the property's communication channels like newsletters, email system to ensure that proper recycling communication gets to tenants.
SB 1383 Route Audits/Cart Monitoring (Ongoing)	With WM's Smart TruckSM Program, compliance with route monitoring requirements is made easy. Our program has been confirmed with CalRecycle to comply with SB 1383 requirements by auditing containers for contamination and providing personalized, educational feedback to residents. It also provides the information and insights needed for simple reporting to CalRecycle and the continuous refinement of your community's successful diversion strategy. Route review plans will be created and approved by the City annually. Data collected will allow opportunities to identify sections of the City that may require additional education and outreach to the specified routes. A specific outreach plan can be created to address these areas of concern to improve recycling efforts. Container Monitoring Notices: Customers will be notified if the cart is identified as contaminated, overfilled, or containing unacceptable waste. The program highlights multiple educational opportunities before right sizing the level of services and/or contamination fees are incurred. Correspondence to customer will contain the following information: • A listing of reasons why materials were left or will be left in the future. • A listing of materials that are acceptable. • A listing of materials that are not acceptable. • Customer Service contact information. • Explanation next steps if contamination continues. Multiple Notices: Recycling and Sustainability Manager will contact customer to provide technical system to prevent incidents.
Waste Evaluation Studies (As needed)	WM is offering the City of Diamond Bar waste evaluations for their residential and commercial waste streams. This will ensure we continuously track diversion progress and monitor contamination levels throughout the City.
Reports (Ongoing)	WM will submit the monthly, quarterly, and annual reports as required in the Franchise Agreement and CalRecycle. In addition, we will make ourselves available to assist with any additional information required by CalRecycle.
Website and Social Media	WM uses digital and social media platforms to inform customers about our services, recycling and food waste recycling programs, and community events. As mentioned, WM will continue to support and update the WM Diamond

Program	Details
RESIDENTIAL, MULTIFAMILY, and COMMERCIAL	
<i>(Ongoing)</i>	Bar website which will have the most up-to-date information on services, events, and programs. The website will offer customers the ability to add new services or request changes to existing services, manage billing, interact with a CSR via live chat or email. Additionally, the website will contain a plethora of information about AB 939, AB 341, AB 1826, and SB 1383, as well as our program services and tips for recycling right. WM will work with City staff and our Southern California Communications Team to manage our social media posts and website updates.
Event Education	WM's Diamond Bar dedicated local team will host recycling and food waste recycling informational booth at community events each year. The Sustainability Compliance Representatives will provide educational materials to those who attend.

Program	Details
MULTIFAMILY and COMMERCIAL- Further Compliance Efforts	
Notices of non-compliance Quarterly <i>(Quarterly)</i>	WM will send multifamily and commercial accounts notices on a quarterly bases advising them that they need to be in compliance with state recycling mandates. Notices will have information regarding the recycling mandates, contact information of Sustainability Compliance Representative for a free waste audit assistance to get in compliance.
Annual Site Visits /Waste Audits Assistance with Waivers <i>(Quarterly)</i>	Accounts that are in compliance with SB 1383, the focus will transition to proper recycling education, ensuring that customers have recycling information and, training material for employees to ensure proper recycling is taking place. Accounts that are non-compliant: Focus will be to work with customers to get them in compliance with recycling mandates. WM will conduct waste audits to develop a proposed recycling program to get customers in compliance. We will also provide training and education material for a successful recycling program. Assistance with Waivers: If customers provide information that they have established a third party program or are self-hauling, WM will assist the City to gather documentation of these internal programs, including edible food donations.

Program	Details
COMMERCIAL SECTOR	
Edible Food Recovery and Donation <i>(Ongoing)</i>	As part of SB 1383 requirements, jurisdictions are required to educate constituents about food recovery to help achieve the State-wide goal of 20% edible food recovery. To assist the City in this feat, WM will create customized educational materials that highlight how and where the Diamond Bar community can participate in edible food recovery and donation. WM TBD Recycling and Sustainability Manager can serve as liaison between the commercial customers and identified food recovery organizations to support a successful food recovery program in Diamond Bar.

Program	Details
COMMERCIAL SECTOR	
Industrial Sector (Ongoing)	Construction & Demolition Waste. All New Construction Accounts have access to our Builders Direct Program. This program is tailored to meet the needs of all contractors offering DART Reporting (diversion reporting). A representative will be able to provide guidance to the contractor to ensure material is being diverted. <u>Source-Separated Collection</u> WM will provide multiple containers on large job sites to enable developer/contractors to source-separate materials. Job sites with limited space might also source-separate material using containers phased to match the construction progress, i.e., rock, inerts, concrete & wood for demolition and flatwork phases, wood for framing phases, plastics & metals for plumbing, electrical & ducting phases, drywall for wall phases, carpet remnants, cardboard for HVAC, appliance, and finish phases. <u>Mixed C&D Processing</u> WM will provide containers for mixed construction and demolition roll-off processing.
Support City Facilities (Ongoing)	Audit City Facilities: At the start of the contract, WM's Recycling and Sustainability Manager will work with appropriate City staff to understand each facility waste collection needs- ensure that all facilities are set up for recycling and organic diversion. <u>Training Staff</u>: WM will offer training to City staff that are primarily responsible handling city's waste, including contracted janitorial service. <u>Training Code Enforcement Staff and Staff interacts with Business Community</u>: WM will work with these departments to ensure that staff is aware of the service programs, State recycling mandates so this can be communicated to residents and the business community. <u>Education Material</u>: Recycling Education Visuals will be provided to all facilities to help City staff recycle properly.
Incentive Programs (Ongoing)	<u>Residential Recycling Rewards Program</u> Annually in celebration of America Recycles Day - WM will work with city staff to recognize a residential customer at a council meeting for being a model citizen by Recycling Right. WM will provide a gift along with a Recycling All Star Certificate <u>Commercial Recycling Rewards Program</u> Annually in celebration of America Recycles Day - WM will work with city staff to recognize a commercial customer at a council meeting for being a model business owner by Recycling Right. WM will provide a gift basket along with a Recycling All Star Certificate <u>Food Recovery Program</u> WM will work to coordinate an incentive program to recognize commercial customers who select to work with local food recovery organizations.

Program	Details
COMMERCIAL SECTOR	
Additional WM Education Tools (Ongoing)	<u>Residential & Commercial Invoice Inserts</u> Bill inserts provide a simple and effective method to educate residents and commercial customers about service changes, recycling and sustainability programs, and/or other important information. <u>Marketing Resources</u> WM will distribute video and images (social media education posts) geared towards residential and commercial customers to inform regarding special programs, recycling initiatives such as AB341, AB1826 and SB 1383 for city staff to incorporate in its traditional and social media platforms. <u>Social Media</u> WM will use its presence on social media (Facebook, Twitter, and Instagram) to provide real-time information about our local operations, enhance community conversations, promote recycling and engage more directly with customers and community organizations to address their questions. <u>Recycle Right</u> WM will use this site to educate residents, multifamily, and commercial businesses on important recycling topics, and to offer tools, such as posters, recycling fact sheets and videos that can be used to support recycling practices. WM will use https://www.wm.com/us/en/recycle-right to educate the community about the changing world of recycling, industry news and trends. <u>Education Material at City Facilities</u> WM will make available copies of collateral material created for city staff distribution at city facilities for both residential and commercial customers. Material will provide information regarding state recycling mandates, recycling services offered, and C&D recycling information.

Focusing on Commercial and Multifamily Sectors for Compliance Approach

Following is the standardized approach that will be taken for identifying, communicating with customers, and preparing a recycling and food waste recycling diversion plan for each business:

Generator Identification: WM will utilize our proprietary SB 1383 Dashboard to manage customer compliance. Our Dashboard aggregates key data points from various systems, including customer service levels, any waivers or forms previously obtained, or other mitigating compliance factors, like an internal third-party recycling program for one holistic view of customer compliance with recycling and organics mandates. Annually and at the start of each year WM will export and provide a list of customers without recycling and/or organics service.

Compliance Notification: A City approved letter will be mailed to non-compliant customers informing them of their need to comply with State regulations. The letter will include education material regarding the regulations and provide information how WM can assist customer to become compliant.

Customer Responses: Non-compliant customers will be contacted throughout the year by phone, followed by written correspondence in the form of an email or letter to inform them of their need to comply.

Customers who respond, their current service levels will be confirmed, and we will coordinate a meeting with the key decision-maker for an in-person site visit and food waste recycling training.

Customers identified to have an internal third-party recycling program: a site visit will be conducted to confirm full participation in the program and to assess if further training or education is needed. We will also provide forms to track recycling volume to submit to City for diversion credit.

Site Visits: Customers' waste streams will be audited to estimate solid waste, recyclable material, and organics materials generated. The waste characterization summary will be used to recommend service levels and frequencies and provide the associated costs. WM's TBD Recycling and Sustainability Manager will work

to coordinate adjusting each customer's account to update service schedule, billing and coordinate the drop of cart/bins.

The information will be gathered in a pre-approved format and will be made readily available for City's review, if requested.

If a customer has an internal or back-hauling program, the WM Sustainability Compliance Representative will document and verify that the program is comprehensive and achieves full compliance and will provide documentation to City staff to obtain approval and assist with obtaining the third-party tonnage for reporting and diversion credit purposes.

Customer information will be provided to the City in a pre-approved format for any identified third-party recycling programs.

All outreach activity is tracked and reported via our SB 1383 Dashboard.

In addition to Diamond Bar's dedicated team, WM employs a team of over 50 Recycling Education Reps who can be leveraged to provide site visits and additional outreach, as needed.

AB 827 Compliance: During these site visits, food establishment will also be provided information regarding AB 827, CalRecycle's website and WM's education website will be included where they can obtain the posters and signs required to comply.

Waiver Assistance: For customers identified as meeting the requirements for a de minimis or physical space constraint waiver, the information would be shared with the City in pre-approved waiver format for the City's approval. These waivers will be reviewed every five years.

Training On-going in-person recycling and food waste recycling trainings will be offered to commercial and multifamily customers to ensure a sustainable and successful program.

The training typically does not take more than 20 minutes and it allows for property managers and staff to receive hands-on information about State and/or local mandates, learn about WM's recycling and/or organics program, understand best practices for source separating materials, and ask questions directly to the WM Sustainability Compliance Representative.

Customer will be contacted a month later to review the progress and WM will provide any additional recycling education material or training needed.

Training will be offered to customers identified as having continuous contamination and container overage incidents.

Additional Resources All customers will have access to the WM Diamond Bar local website, which will showcase information specifically tailored to commercial and multifamily customers. It will feature information on State and/or local mandates, WM diversion programs, local edible food recovery resources, FAQs, and a form that allows customers to request technical assistance and connect with the Sustainability Compliance Representative. The website will also have a link to WM informative how-to videos which can be used in training sessions.

Residential Compliance Outreach

In addition to the education and outreach efforts as described above and in the chart from the previous pages, WM will continue SB 1383 residential outreach annually. This outreach material will provide educational information about SB 1383 and meaningful graphics which show how to participate in the program. In addition, the WM Recycling and Sustainability Manager will continue to host community workshops to provide program information, highlight sustainable at-home best practices, and answer questions. By utilizing the WM Smart Truck® program along with data collected in the SB 1383 Dashboard, WM can identify customers and routes with repeated incidents of contamination and will be able to provide them with additional outreach. This additional, target outreach will include additional flyers and educational materials and working with localized community groups that can help with outreach efforts.



City of Diamond Bar

Residential Waste and Recycling Service Guide

Fall/Winter 2021

New Organics Recycling Law Coming Soon

With a 75% reduction goal of the State's landfilled organic waste by 2025, Senate Bill 1383—The Short Term Climate Pollutants Regulations, goes into effect on January 1, 2022. One of the most notable changes residents will see is the law's requirement to recycle food waste and green waste at home. Waste Management's organics recycling program will be simple: residents will be able to place all food waste, grass clippings and leaves into their existing green waste cart. The material will then be taken to a composting facility to create a valuable soil amendment. More information on Waste Management's organic recycling program to come in future communications.

SB 1383 mandates all residential carts be color coded the same across the State of California. Over the next few years, Waste Management will begin to phase in new carts (shown below) to new customers or existing customers who need cart replacements. Look for more information on how you will play a part in the success of Waste Management's organics recycling program in future communications.

Bulky Item & Electronic Waste Collection

Residents with curbside cart service may request four (4) free bulky item pick ups per calendar year at no additional cost (up to three (3) cubic yards of Bulky Waste and/or Electronic Waste per pick up). Advance notice is required. Please contact Waste Management at (800) 266-7551 at least 48 hours in advance of your regular service day to schedule. There will be a charge for items over three (3) cubic yards or additional pick ups.

Bulky items include: couches, washers, dryers and refrigerators. Bulky items do not include large items such as car bodies or construction and demolition waste in amounts greater than one (1) cubic yard, tires, hazardous waste or any other items that cannot be handled by two persons.




FreeCycle™

Use www.FreeCycle.org to exchange and/or gift your unwanted items for FREE.

Holiday Tree Recycling

Waste Management will collect and recycle Christmas trees on your regularly scheduled pick up day, starting on December 26, for three (3) consecutive weeks at no additional charge.

- Trees longer than six (6) feet must be cut in half.
- Please remove all decorations including tinsel, lights, ornaments and tree stands.
- Flocked trees will be collected but cannot be recycled.






Waste Management Customer Service

Phone: (800) 266-7551

Email: cslosangeles@wm.com

Web: home.wm.com/diamond-bar

We already have many professional education materials customized for the City of Diamond Bar that will be updated for new contract terms and service enhancements. Additionally, we have the in-house capabilities, including graphic designers and copywriters, to continually create fresh, new materials to meet the evolving education and outreach needs of City as well as City of Diamond Bar's residents and businesses.



WM is a leader in providing culturally appropriate recycling education. We transcreate educational materials by delving into a culture, finding relevant products and symbols, then creating unique materials. We have recycling and organics guidelines transcreated in multiple languages. All of Diamond Bar's outreach materials will be in Spanish, Korean and Mandarin.

City of Diamond Bar
Solid Waste Services

City of Diamond Bar

Residential Organics Recycling

Tips to Help Keep Odors Out of Your Organics Cart

Cart Tips:
Layer organic waste inside your cart to help protect against odors. Just follow these simple steps:

1. Line the bottom of your cart with.
2. Place yard waste inside the cart.
3. Wrap food scraps in newspaper or
4. Cover food scraps with more yard

Storage Tips:
Option #1: Collect food and soiled paper are ready to be placed inside your g

Option #2: Need to save counter space? Place your organics cart in your green organics cart, the green cart (even bio bags).

WM Smart Track™ Technology:
WM will launch an educational campaign help you recycle right and prevent a or overflowing, the following will take

- Contaminated/overflowed cart will f
- A letter will be mailed to the servi

contamination spotted in your recy recycling and/or organics cart is see digital/video documentation of the i

What Goes in the Organics Cart:

FOOD WASTE & FOOD SOILED PAPER
YARD WASTE
PRODUCE
MEAT, FISH & POULTRY
DAIRY
BREAD, PASTA, RICE, GRAINS, COFFEE GROUND, & FOOD SOILED PAPER

Place organics materials directly into your organics cart - To reduce odors, put food waste in a paper bag.

What Goes in the Recycling Cart:

PLASTIC BOTTLES & CONTAINERS
FOOD & BEVERAGE CANS
GLASS BOTTLES & CONTAINERS
FOOD & BEVERAGE CARTONS
PAPER
FLATTENED CARDBOARD & PAPERBOARD

Place recyclables directly into your recycling cart - Don't bag your recycling materials.

What Goes in the Trash Cart:

PLASTIC BAGS OR FILM
DIAPERS
PET WASTE
CLOTHING & TEXTILES
FOAM CUPS & CONTAINERS
GARDEN HOSE
BROKEN CERAMIC DISHES & POTTS
CANDY SNACK & FOOD WRAPPERS

DO NOT INCLUDE:
PLASTIC BAGS OR FILM
SERVICES/UTENSILS
PLASTIC CONTAINERS
FOAM CONTAINERS
HAZARDOUS WASTE
FATS, OILS, OR GREASES
ELECTRONICS
HAZARDOUS WASTE
YARD WASTE
DO NOT INCLUDE:
ORGANIC/BIODEGRADABLES
HAZARDOUS WASTE
ELECTRONICS
BATTERIES, TYRES, OR PAINT
FLAMMABLE MATERIAL

WM Customer Service (800) 266-7552 | cals@wm.com
home.wm.com/diamondbar

What goes in the Organics Container

FOOD WASTE & FOOD SOILED PAPER
YARD WASTE
PRODUCE
MEAT, FISH & POULTRY
DAIRY
BREAD, PASTA, RICE, GRAINS, COFFEE GROUNDS

DO NOT INCLUDE:
PLASTIC BAGS OR FILM
SERVICES/UTENSILS
PLASTIC CONTAINERS
FOAM CONTAINERS
HAZARDOUS WASTE
FATS, OILS, OR GREASES

- ### Container Labels:

Following are examples of labels that have been utilized. Label and graphics instructions will be coordinated with City to obtain pre-approval. Labels will also be printed in Spanish, Korean and Mandarin.





- Proposed contamination monitoring procedures including performing route reviews and or waste evaluations.

Integrated Route Audit and Contamination Monitoring Program to Drive Behavior Change

INNOVATIVE

WM will continue using our innovative WM Smart Truck® program to meet and exceed SB 1383 Route Monitoring requirements.

Keeping recycling and organics waste streams clean will help ensure the materials collected can be processed or composted. Reducing contamination helps to make certain collected materials go on to have a second life. Our proprietary technology, WM Smart Truck® and adoption of Community Based Social Marketing (CBSM) outreach strategies provides your municipality tremendous value that will allow your municipality to monitor contamination and develop strategic outreach strategies effectively and efficiently. This technology enables us to audit every cart on a route to look for contaminants and provide customers feedback in the form of contamination notifications. These notifications educate customers on how to recycle right, reduce contamination, and increase diversion. Using cameras on our trucks, we document every stop and the contents of each container day in and day out – not just one time a year as required by the regulations. By auditing daily and identifying customers who need help eliminating contamination or increasing volume of organics service, we are able to consistently educate customers and change behavior.

How WM Smart Truck® Works

WM Smart Truck® technology captures footage of customer containers during service. Artificial Intelligence (AI) is used to identify anomalies, like contamination or overloaded containers. A dedicated team of technicians review the footage and confirms results to ensure materials are placed in the correct container and collected successfully. This information is never shared. If a cart associated with a service address is overloaded or has non-acceptable material inside, customers receive educational notifications.

WM Smart Truck® Customer Communications

WM has created customizable WM Smart Truck® customer educational communications to strategically collaborate with our customers and help build awareness of the importance of placing the right materials into the right cart.



Our proprietary Smart Truck® technology can capture video and photo of every collection.



When contamination is identified, WM will follow the notification process outlined in the contract agreement, and provide contamination notice and education to the resident or commercial customer via the communication channel of their choice. This will help accelerate behavior change and reduces contamination.

Recycling and Sustainability Manager will work with customers who are found to receive multiple notices within the timeframe outlined in the contract agreement to right size the level of service to the customer's needs, provide further proper recycling education and training to minimize contamination habits.

WM will maintain SB 1383-compliant records to report on contamination monitoring activities, actions taken, and customer communications sent via our new WM SB 1383 Dashboard. This Dashboard will allow the municipality to seamlessly track material streams, route reviews, contamination notices at the municipality, route, and customer levels. Find more information below. WM plans to use this data to inform outreach and education decisions.



In pilot WM Smart Truck® programs, cart contamination was reduced from an average of 26% to 3-6%

The Benefits of Smart Truck®

- Smart Truck® helps you **meet and exceed SB 1383 auditing and monitoring requirements**.
- Smart Truck® **maximizes safety** by automating processes that keep our drivers in the cab so they can focus on the task at hand while constantly monitoring their surroundings.
- Smart Truck® **provides better service with more transparency** using GPS and dedicated cameras to photograph container contents and provide feedback.
- Smart Truck® **improves waste-related decision-making**. Awareness is the first step to behavior change. Using pictures or video, WM Smart Truck® technology notifies the customer of trash overages, contamination, and container issues to help increase efficiencies and reduce costs.
- Smart Truck® **enhances community aesthetics**. Images and videos allow us to proactively identify service opportunities such as graffiti that needs to be removed and overflowing dumpsters that need to be addressed.

Additional Waste Evaluation Studies

In addition to the mandated waste evaluation studies required by SB 1383, WM is also offering the City additional waste audits as needed to track diversion results and contamination thresholds on routes that are known to produce less than desirable results. These waste audits will be performed using Smart Truck data to characterize given routes. By this process, performance by customer and by customer sector can be effectively determined and corrective campaigns can be developed. Through these audits, WM will record which routes have high levels of contamination, or over 25%. This will aid the City and the TBD Recycling and Sustainability Manager in identifying which areas need additional targeted outreach, as well as allow us to monitor diversion progress monthly.

Should CalRecycle modify the requirements for measuring contamination, WM will immediately meet and confer with the City to determine how any new or modified requirements will be addressed.

Holistic Data Monitoring and Reporting to Monitor Progress and Drive Continuous Improvement

WM's SB 1383 Dashboard makes Compliance Easy

WM's SB 1383 Dashboard will be a key communication tool. The Dashboard aggregates data from the WM Smart Truck® program and other internal systems to provide one location to monitor key SB 1383 metrics, and additional regulations like AB 341. Views such as Top 25 Customers by the Number of Contamination Incidents and Top 10 Most Contaminated Routes, will help target education and outreach to reduce contamination and improve diversion in the municipality. We will also be tracking all education outreach efforts through this Dashboard.

City of Diamond Bar
Solid Waste Services

Route Audit and Municipal Compliance Dashboard

Muni Compliance and Technical Assistance Tracker (SB1383)

Organics and Recycling Customer Compliance Overview

Info

Not Certified

Data Displayed: 05/09/22 - 06/09/23 | Refreshed: 06/09/23

Line of Business

Area

Jurisdiction

Company Code

Customer Name

All

WM of Southern California

All

176

All

Organics Service

Accounts in Compliance

Accounts not in Compliance

Jurisdiction-wide Compliance

Recyclable Service

Accounts in Compliance

Accounts not in Compliance

Jurisdiction-wide Compliance

109

234

31.78%

247

96

72.01%

Customer Details

Company Code	Jurisdiction	Customer Name	Customer ID	MAS Customer ID	Customer Address	Organics Service (Y/N)	Recycling Service (Y/N)	Trash Types	Organics Compliant (Y/N)	Recyclable Compliant (Y/N)	Compliance Details
176	SELMA	ALEMAN DEVELOPMENT LLC	244021973003	7839	1450 EVERGREEN ST.SELMA.CA 93662-3865	N	N	MSW	N	N	
176	SELMA	ALTAMIRANO, JOSE	172679453008	2918	2310 SYLVIA ST.SELMA.CA 93662-3454	Y	N	ORGANIC MSW	Y	N	SF WITH CM SF WITH CM
176	SELMA	AMERICAN RAISIN PACKERS	172708173004	5790	2335 CHANDLER ST.SELMA.CA 93662-2705	N	N	MSW	N	N	
176	SELMA	AMERICAN TIRE DEPOT	225489073004	6943	2521 WHITSON ST.SELMA.CA 93662-2619	N	N	MSW	N	N	
176	SELMA	ANDIANO, JOSE	172679973009	2970	2044 MCCALL AVE.SELMA.CA 93662-3648	N	N	MSW	N	N	
176	SELMA	ANN'S DONUT	172706713005	5644	2801 WHITSON ST.SELMA.CA 93662	N	Y	MSW RECYCLABLE	N	Y	
176	SELMA	ARMANDO'S SMOG	177892123002	6073	1801 WHITSON ST.SELMA.CA 93662-3608	N	Y	MSW RECYCLABLE	N	Y	
176	SELMA	ARREGUIN, STEVE	172706613006	5634	2450 YERBA ST.SELMA.CA 93662-3957	N	N	MSW	N	N	
176	SELMA	ARREGUIN, STEVE	192504873006	6420	2181 YERBA ST.SELMA.CA 93662-4074	N	N	MSW	N	N	
176	SELMA	ARRIOLA'S APP MANAGEMENT	262919363008	7831	10016 S MCCALL AVE.SELMA.CA 93662-9777	Y	Y	ORGANIC RECYCLABLE MSW	Y	Y	
176	SELMA	AUTO ZONE	175865113002	6003	2101 WHITSON ST. SELMA. CA 93662-3413	N	N	MSW	N	N	
176	SELMA	AUTO ZONE	175904773000	6006	2101 WHITSON ST. SELMA. CA 93662-3413	N	Y	RECYCLABLE	N	Y	
176	SELMA	AVILA TRAFFIC SAFETY	176911613008	6043	1912 PACIFIC ST.SELMA.CA 93662-9343	N	Y	RECYCLABLE MSW	N	Y	
176	SELMA	BALAKIAN, JEANNIE & TIFFANY	172697673004	4740	2875 C ST.SELMA.CA 93662-2805	N	Y	RECYCLABLE YARD WASTE MSW	N	Y	SHARED CTNR TRA SHARED CTNR TRA SHARED CTNR TRA

Route Audit and Municipal Compliance Dashboard

Muni Compliance and Technical Assistance Tracker (SB1383)

Outreach & Technical assistance by Account

Generate Report

Info

Not Certified

Data Displayed: 01/01/23 - 06/09/23 | Refreshed: 06/09/23

Relative Date

Customer Date

Relative Date

Year to Date

Line of Business

All

Area

WM of Southern California

Jurisdiction

All

Company Code

176

Customer Name

All

Outreach & Technical Assistance Activities

168

Accounts without Outreach & Technical Assistance Activities

230

Total Unique Customers

343

Organics Service

Accounts in Compliance

109

Accounts not in Compliance

234

Jurisdiction-wide Compliance

31.78%

Recyclable Service

Accounts in Compliance

247

Accounts not in Compliance

96

Jurisdiction-wide Compliance

72.01%

Technical Assistance Detail

Company Code	Jurisdiction	Customer ID	MAS Customer ID	Customer Name	Customer Address	Organics Compliant (Y/N)	Recyclable Compliant (Y/N)	Compliance Details	Task Date	Type Of Outreach	Task Details
176	SELMA	172708673005	5842	WENDY'S	2805 WHITSON ST.SELMA.CA 93662-2623	Y	Y		6/2/2023	Technical Assistance	Site visit. Talked to Hector, manager all services. Per manager ORGX tot never picked up. Per CAAG ORGX is serviced. Sent email to RM to verify with truck cameras if ORGX being serviced. Left flyers discussed prop sorting.
176	SELMA	276191103003	8040	WESTERN DENTAL SERVICES	3220 FLORAL AVE.SELMA.CA 93662-9035	Y	Y		6/2/2023	Technical Assistance	Site visit. Talked to Margarita, manager all services. Stated no issue with services; however, informed me the RCY never serviced in the year she been at this location. ORGX toters stn in back of enclosure, probably not serviced either.
176	SELMA	172708613002	5834	BASALITE CONCRETE PROD. L	1201 GOLDEN STATE BLVD.SELMA.CA 93662-3660	Y	Y		5/9/2023	Technical Assistance	Site visit. Talked to Sandy Wilson, D manager. Discussed all services. Discussed overage billing in the past. No issue at this time. Satisfied with service.
176	SELMA	172709073003	5880	DAVITA DIALYSIS	2711 CINEMA WAY STE 101.SELMA.CA 93662	Y	Y		5/9/2023	Technical Assistance	Site visit. Talked to Karissa, front of Manager in meeting. Intro self and business card to call if any issues in the future.
176	SELMA	172709333009	5906	CHINA GARDEN	2703-271 WHITSON.SELMA.CA 93662	Y	Y		5/9/2023	Technical Assistance	Site visit. Intro self to manager Kev. Discussed all services. No issues. Satisfied with service.

Dedicated Department Responsible for Tracking, Reporting and Meeting All Obligations

Since the adoption of AB 939, Municipal Waste Contracts in the State of California have grown increasingly more complicated. That complication has continued to grow with SB1016, AB341, AB1826 and now SB 1383. WM has responded to this growing complication by creating a dedicated Contract Management department, separate from the daily contract managers, that ensure we adhere to all obligations as outlined in our agreements.

A dedicated Contract Management department holds the company to the highest possible standard of compliance and service excellence, ensuring our obligations are met from the first day of the contract to the last. This level of contract management supports the City in solid waste management and regulatory compliance, creating a clear and manageable path of obligations and deliverables with little to no time commitment required on the part of City Staff.



The City of Diamond Bar will continue to have an experienced Contract Compliance Manager, Angie Mendoni, backed by a team of twelve (12) Contract Compliance experts located in Southern California. This team is responsible for monitoring compliance in the administration of contracts including tracking and reporting all contractual milestones, obligations, and touch points. They ensure proactive contract management and milestone ownership, meaning that the right department does the right thing at the right time, with clear processes, roles, and responsibilities across multiple departments and at appropriate levels of seniority. This type of proactive management and the ability and capacity to track efforts are important pillars of SB 1383 compliance assistance.

Contract Management Plan

In her role as the Contract Compliance Manager for the City of Diamond Bar, Angie will continue to be responsible for maintaining a documented Contract Management Plan that outlines adherence to all facets of the agreement including reporting obligations, service standards and adherence to the contract as well as internal WM standardized processes and procedures. Some of her responsibilities are summarized here with the method for reporting outlined in the table that follows.

- Serves as an additional point of contact for City staff.
- Ensures that monthly, quarterly, and annual reports are submitted timely and will include all information required per contract.
- Facilitates the electronic submission of detailed AB 341, AB 939, AB 1594, AB 1826, and SB 1383 reporting.
- Prepares all contractual and regulatory reporting for WM activities for City review.
- Provides customer lists and outreach information as needed for SB 1383 Compliance
- Monitors contract performance, submittals, and methods for fees paid for compliance with contract requirements.
- Coordinates internal system and service audits ensuring adherence to the agreement, reviewing findings, and confirming all audit processes are followed.
- Works with the District Manager to ensure compliance with service delivery standards including service levels, programs offered, collection hours, facilities used, etc.

3.5. FOOD RESCUE AND DONATION PROGRAM

Describe proposed efforts to assist the City and its customers with a food rescue and donation program to comply with SB 1383 which establishes a target that not less than 20% of currently disposed edible food is recovered for human consumption by 2025.

WM is committed to working collaboratively with the City of Diamond Bar to develop and implement a successful food recovery assistance program by partnering with food rescue organizations, local businesses, and the community.

WM recognizes that the success of any program begins with creative education material and outreach. Therefore, to assist the city in these efforts, we will not be using a one-size-fits-all strategy. WM will create customized educational materials that highlight how and where Diamond Bar's large food generators can participate in edible food recovery and donation programs. Our approach will include, but is not limited to, leveraging social media, annual mailers, and customer engagement to circulate clear instruction on how comply with state mandates and participate in food recovery programs. The education material will also emphasize the benefits of methane reduction in the landfills by diverting organic waste, and suggested practices for reducing organic waste generation.

Everything distributed will also be available our designated WM/Diamond Bar website for each customer type throughout the life of the Contract.

The local WM team already has experience working with other WM Franchise Cities to identify and promote food recovery programs, and we will apply any best practices in Diamond Bar to kick off a Food Rescue and Donation Program.

Diamond Bar's Recycling & Sustainability Representative will also serve as a liaison to connect the City's food generator with food rescue organizations.

Annual Food Recovery Compliance Reviews to assess compliance will commence on the dates indicated in the Agreement.

ORGANIC TIERS 1 & 2	How They Do Business	Barriers	Corresponding Outreach Strategies
	- Back-of-house tends to generate the most waste - Often located in multi-tenant properties - Family-run businesses	- High level of competition resulting in low margins - Lack of customer participation in FOH recycling	Theme: Reduce waste costs at your restaurant, store, or food plant Methods: Point to space-efficient bin options, esp. kitchens and plant floor

Relevant Subsectors - Restaurants and food services - Food stores and wholesalers - Food manufacturing Target Materials - Pre- and post-consumer food scraps - Edible food - Food/beverage containers	- Unique work schedules - Often different languages spoken by BOH vs FOH staff Key decision makers: - Owner - Head chef - Sustainability director	- The 'ick' factor - Space constraints in the kitchen - High staff turnover rates - Employee injuries from lifting heavy organics bins - Perceived risk associated with surplus food donation	- Emphasize importance of ongoing staff training (videos) - Suggest smaller organics bins to prevent lifting injuries - Address edible food recovery legal protections and connect with local food banks/programs (Good Samaritan laws) - Suggest customer-facing marketing materials - Provide education & training for both front of house and back of house
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Commercial Edible Food Generator Education

Annually, WM will provide customers identified as Tier One and Tier Two food generators with the following:

- Information about the Diamond Bar's Edible Food Recovery program.
- Information about the Commercial Edible Food Generator requirements.
- Information about Food Recovery Organizations and Food Recovery Services operating within the City and in the region, and where a list of those Food Recovery Organizations and Food Recovery Services can be found.
- Information about actions that Commercial Edible Food Generators can take to prevent the creation of Food Waste.

We will provide the City with a list of customers that are identified as falling under the Tier One and Tier Two generators.

Following are sample flyers discussing Commercial pick-ups.

City of Chino Hills

Commercial Waste and Recycling Service Guide



WM is proud to offer commercial waste and recycling services in the City of Chino Hills. We are available to assess your waste generation needs and determine the right container sizes and service levels for your business.

Chino Hills Service Information

WM's trash, recycling and organics service collection consists of bins and carts for commercial properties. Commercial services are available using bins that range in size.



64-gallon cart

Recycle and Organics

WM offers weekly bin and cart recycling and organics collection. Recycle carts are provided to customers with space constraints or who are low-material generators. Commercial organics are collected in 64-gallon carts.

Bulky Item Collection

WM offers bulky item pick-up service to all commercial customers at a nominal cost. WM will collect items on your regular collection day. Bulky items include: couches, washers, dryers, refrigerators and electronic waste. The following items will not be accepted as bulky items: car bodies, construction and demolition waste, tires, hazardous waste or any single item that two workers cannot pick up. Advance notice is required to schedule bulky item pick-ups. Please contact the WM Customer Care Center at (800) 423-9986 at least 24 hours before your regular collection day to schedule a pick-up.

Collection Times

Collection times for commercial businesses in the City of Chino Hills are from 6 a.m. to 5 p.m., Monday – Friday, and Saturdays from 7 a.m.

Holidays

WM observes the day falls on or will be delayed

- New Year's Day
- Memorial Day
- Independence Day

WM Customer Care Center (800) 423-9986
business.wm.com/chino-hills

Container Accessibility

Please ensure that containers are accessible on your regularly scheduled collection day(s), and that gates are open or that our driver has a key or gate code. Please ensure that cars, delivery trucks, excessive trash or other obstructions do not prevent access to your container.

Weight and Volume Limits and Overflowing Containers

Please make sure not to overfill your bins or carts. All waste must be placed inside of the containers with the lids closed. Do not overfill the cart by tightly packing it; all items inside the cart must freely fall out when emptied. Dirt, rock, concrete and other construction debris are not allowed in waste containers. To maximize the capacity of your container, please break down all cardboard boxes. Please request additional collection service if necessary.

Manure

To support the City's recycling efforts, WM offers a weekly manure bin service. WM can provide one (1) cubic yard or three (3) cubic yards* commercial bins that can be serviced on different days of the week. Prices and service days may vary depending on the subscription program. Please note, there is an additional cost for scout service. For more information, please call WM's Recycling Compliance Representative, Tristian Ortega at (909) 925-8216.

* Customers will receive two bins totaling three (3) cubic yards due to unique weight.

Construction & Demolition Services

WM can tailor recycling and trash programs to meet the needs of local developers and do-it-yourselfers with roll-off bins and dumpsters for construction and demolition projects. For service options and pricing, please contact WM Builders Direct Desk at (866) 445-8296.



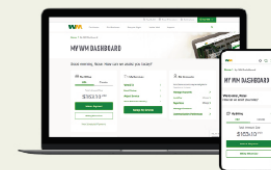
Temporary Bins

No matter your project's size, WM has various service options for you - from three (3) cubic yard bins for smaller jobs to temporary roll-offs for larger jobs.



Permanent Roll-Offs

WM has roll-offs in various sizes for trash or recycling services as well as compactor services for commercial and industrial customers who need to handle large volumes of material.



Customer Service

Powerful My WM capabilities are available to help you manage your service online. Pay your bill online, sign up for paperless billing, chat with an agent, view your pickup schedule and more by signing up for your online account today. Visit wm.com/us/en/user/register. Access all the functionality of your My WM account on your phone via the My WM app available for either iOS (iTunes App Store) or Android (Google Play) phones.

Online: wm.com | WM Virtual Assistant chatbot

Phone: WM Customer Care Center (800) 423-9986

Monday – Friday 8 a.m. to 5 p.m. | Saturday 8 a.m. to noon

For updates and additional information, please visit business.wm.com/chino-hills.

WM Customer Care Center (800) 423-9986
business.wm.com/chino-hills



Help Familiarize Food Recovery Organizations with SB 1383 Compliance

In addition, we commit to organizing workshops with the Food Recovery Organizations to help them understand their responsibilities to stay in compliance with SB 1383 obligations like food donation tracking and reporting.

Additional Resources:

WM has built a comprehensive Customer Database that can facilitate the record keeping of food recovery data, agreements with food rescue organizations, outreach activity history to each customer identified as a Tier 1 or Tier 2. These records and information can be provided to the City for CalRecycle inquiries and/or reports.

WM understands that Diamond Bar will require extra resources to comply with SB 1383 obligations. For this reason, our City-Wide Alternative Proposal is offering \$1M upfront to assist the City in implementing a successful SB 1383 program.



We love our BBQs in So Cal! 🍷 And this year, we're all putting uneaten food into our green bins. That includes everything organic, including food-soiled napkins and wooden skewers. ♻️ Shells from shrimp and other seafood also go into the green bin.

Enjoy summer, everyone! 😎 Thanks for keeping it green! 🍃

meat goes in the compost bin

fish is compostable food waste

herbs are food waste, too

food waste is now collected in green bins

let coals cool before disposing

wooden sticks are organic waste

used up food items in plastic or glass don't go in the green waste bin

3.6 ORGANICS RECYCLING PROGRAM

Describe proposed organics recycling program including type of containers proposed. Proposers should include detailed information on customer in-house preparation of material prior to disposal (e.g., bag or no bag requirements); include a comprehensive list of organic materials that are acceptable in each of the programs listed above, and a comprehensive list of organic materials that are not accepted in the program. Also, proposers are requested to submit samples of outreach materials already distributed to customers in a city with a similar program in place if proposer has implemented such program. Please describe your intended approach and activities related to SB 1383 organic waste collection and recycling services, education and outreach, capacity planning, procurement of organic waste products, reporting, contamination monitoring, and other compliance activities.

Making more productive use of food waste is an area of particular focus not only for us, but also for a growing number of stakeholders: consumers, educational institutions, businesses, municipalities, and regulators. The opportunity is substantial, and the payoff can be significant.

Organics recycling has many benefits:

- Recovers a valuable resource.
- Reduces waste which saves natural resources and landfill space.
- Reduces methane production.

Recycling Organic Waste Has Never Been Easier

WM is committed to offering an Organic Waste Recycling Program that is convenient and cost-effective. Diamond Bar residents simply need to place their discarded organic materials (commingled green waste and food waste) in the organics (green) cart. The organic waste materials would need to be placed, unbagged, inside the cart and can be mixed with other acceptable organic wastes such as produce, meats, dairy, bakery and dry goods, food-soiled paper, and yard waste.

ORGANICS RECYCLING | RECICLAJE DE RESIDUOS ORGÁNICOS | 有机垃圾回收

✓ ALWAYS RECYCLE | RECICLE SIEMPRE | 始终可回收的垃圾



FOOD WASTE

Food scraps, meats, dairy, eggs, fish, fruits, vegetables, coffee grounds, and bakery items.

RESIDUOS DE ALIMENTOS

Sobras de alimentos, carnes, lácteos, huevo, pescado, frutas, verduras, residuos de café y productos de panadería.

厨余垃圾

剩饭剩菜、肉类、乳制品、蛋类、鱼类、水果、蔬菜、咖啡渣和烘焙食品。

TO REDUCE ODOR: PUT FOOD WASTE IN A PAPER BAG.

Coloque los residuos de alimentos en una bolsa de papel.

为了减少气味：请将厨余垃圾放入纸袋中。



FOOD SOILED PAPER GOODS

Coffee filters, tea bags, soiled paper bags, paper towels, napkins and uncoated takeout containers.

ARTÍCULOS DE PAPEL MANCHADOS CON ALIMENTOS

Filtros de café, bolsitas de té, bolsas de papel sucias, toallas de papel, servilletas y recipientes de comida para llevar sin recubrimiento.

沾有食物污渍的纸制品

咖啡滤纸、茶包、沾有污渍的纸袋、纸巾、餐巾纸和无漆层的外卖容器。



YARD WASTE ONLY

Small tree limbs, brush, plant materials or grass. Please do not include rocks, dirt, or soil. Please limit tree branches to 3" in diameter.

RESIDUOS DE JARDÍN

Ramas pequeñas de árboles, broza, materiales vegetales o césped. Por favor, no incluya piedras o tierra. Por favor, limite las ramas de árbol a 3" de diámetro.

只能投放园林垃圾

小树枝、灌木、植物脱落物或杂草。

请不要投放岩石、污物或泥土。请将投放的树枝直径限制在 3 英寸以内。

✗ DO NOT INCLUDE | NO INCLUYA | 禁止投放的垃圾



NO PLASTIC BAGS OR FILM
NO BOLSAS DE PLÁSTICO O ENVOLTURA DE PLÁSTICO
禁止投放塑料袋或塑料薄膜



NO COMPOSTABLE SERVEWARE
Plates, forks, knives, spoons, etc.
NO PLATOS Y CUBIERTOS COMPOSTABLES
Platos, tenedores, cuchillos, cucharas, etc.
禁止投放可降解餐具
盘子、叉子、刀具、汤勺等。



NO DISPOSABLE PLASTIC CONTAINERS
Plastic clamshell containers, plastic bottles and containers.
NO ENVASES DE PLÁSTICO DESECHABLES
Contenedores blisagra, botellas y recipientes de concha de plástico
禁止投放一次性塑料容器
塑料翻盖式容器、塑料瓶和容器。



NO FOAM CUPS & CONTAINERS
NO VASOS Y RECIPIENTES DE ESPUMA DE POLIESTIRENO
禁止投放泡沫塑料杯和容器



NO HAZARDOUS WASTE OR BATTERIES
NO RESIDUOS PELIGROSOS O BATERÍAS
禁止投放有害垃圾或电池



NO FATS, OILS, OR GREASES
NO GRASAS NI ACEITES
禁止投放脂肪、油或油脂

To Learn More Visit: wm.com | Para aprender más visite: wm.com | 了解更多信息，请访问：wm.com
(800) 423-9986

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Diamond Bar Organics Collection

Residential Organics Collection

- WM is proposing to continue to provide weekly collection of residential organic waste on the same day as refuse service.
- Residential organics collection will be identified as commingled green waste and food waste.
- Diamond Bar residents will be able to discard food waste directly in their green lid cart (no bags).
- The organics cart will be SB 1383 color compliant: charcoal/grey body container with a green lid. The lid will contain a label with graphic instructions on what material should and should not be placed in the organics cart; all education labels will be translated in Spanish, Korean, and Mandarin.
- WM would already have an established organics program in the residential sector prior to starting the new contract in September 2025. Furthermore, we will maintain an outreach program that includes, but is not limited to, neighborhood meetings (HOAs), social media content, and City communications to educate residents about their organic waste recycling program and how to identify acceptable and non-acceptable materials.
- All public education/outreach material will be translated into Spanish, Korean and Mandarin. Also, all public education/outreach material will be pre-approved by the City prior to distribution.
- WM will provide public education and outreach to customers about their organics program on an on-going basis through the life of the contract.

Currently 100% of Diamond Bar residential customers (SFD) are serviced with a 3-cart service. Making the transition of green waste collection to organic collection much easier to accomplish through education.

HALLOWEEN TIP FOR YOUR ORGANICS!

Paper bags are not only great to reuse for collecting treats, but also great for your food waste! Try these 3 simple steps:

- 1) Place the food waste in a paper bag
- 2) Sprinkle the inside with baking soda to help absorb moisture and smells
- 3) Close the bag up and place it inside your organics green cart for weekly collection!



5 TIPS TO KEEP YOUR ORGANICS CART CLEAN, DRY & ODOR FREE



Tip #1- Line it

Line your cart with newspaper or paper bags, avoid using any plastic



Tip #3- Store it

Store your cart in a shady and ventilated spot to reduce odors and pests



Tip #5- Rinse it

Rinse your cart out regularly with water and allow it to dry before your next usage



Tip #2- Layer it

Alternate layers of yard waste and food scraps; start with yard waste at the bottom to absorb moisture and seal in potential odors



Tip #4- Set it out

Roll your cart out to be emptied every week, even if it is not full



Commercial Organics Collection

- WM is proposing to provide commercial organics recycling at the frequencies of no less than once per week as required by each individual customer.
- We will provide 65-gallon and 2-yard bins for service, but our experience in commercial organics collection indicates that commercial customers prefer the 65-gallon carts because they do not have enough space to accommodate an additional 2-yard bin, and health concerns like odor are mitigated with a more frequent cart collection service.
- The commercial bin (or lid if providing cart service) will contain a label with graphic instructions on what material should and should not be placed in the organic's container; all education labels will be translated in Spanish, Korean and Mandarin.
- By Q2 2025, six (6) months before the start of the new contract (Sept 2025), WM will initiate site visits with each commercial customer to understand their service collection needs. At the start of service, outreach will continue but is not limited to, fliers explaining the program, social media content, and City communications to continue to educate commercial customers about the programs, as well as how to identify acceptable and non-acceptable materials.
- All public education/outreach material will be translated into Spanish, Korean and Mandarin, and will be pre-approved by the City prior to distribution.

Per recent successful City transitions of new services, we anticipate that the in-depth outreach efforts that will be conducted in the commercial sector will result in 100% compliance with SB 1383.

Plastic Bags: Our Organics Processing Facility Partners do not allow for use of plastic bags. Even compostable plastic bags do not breakdown quickly or completely. Thus resulting in product contamination and site litter. Our education material advises customers to use paper bags or newspaper as an option to minimize food waste odor.

Per obligations outlined in the agreement, WM will help identify all Tier One and Tier Two Commercial Edible Food Generators and provide the food generators with educational material on Food Recovery Organizations. WM will also assist the City with inspections to assess SB 1383 compliance. All data collected will be shared with City on a pre-approved reporting format.

Our Commitment to Finding Innovative Solutions

We are confident that as SB 1383 programs develop throughout the various communities, so will the infrastructure options for organics processing and recycling. This is why we are committed to meeting annually with City staff to review any new viable option that becomes available, including our own infrastructure development.

Currently, WM has the following network of organic facilities (internal and third-party) that quickly can be brought in to assist on a moment's notice.

- South Valley Compost, WM Affiliate
- Pala Compost, WM Affiliate
- Ecology Compost, Partnership
- Recycle Wood Products, Partnership

Through any of these facilities, WM can guarantee the City of Diamond Bar Organics processing capacity for the life of the agreement.

We are confident that no other company in the waste management industry is better positioned to collaborate with the City of Diamond Bar to create and support sustainable organics recycling and recovery opportunities that comply with state mandates AB 1826 and SB 1383.

Procurement Requirements is discussed in detail Section 3.9

Reporting and Contamination Monitoring is discussed in detail in Section 3.4

3.7 RECYCLABLE MATERIALS

Specify all materials that can be recycled through the residential, multifamily and commercial recycling programs.

The following materials can be recycled through the residential, multifamily and commercial recycling programs.



City of Diamond Bar's recyclable material is currently processed at our Azusa Material Recovery Facility

WM's Azusa Material Recovery Facility (MRF) is the largest facility in the region and is capable of processing more than 20,000 tons of recyclable materials each month. This facility is equipped with state-of-the-art equipment that uses magnets, screens, and optical scanners to sort out and process materials.

Please see our list of acceptable materials that is reflective of WM's extensive efforts in securing domestic and global networks of recycling material processors. We are confident in our ability to maximize diversion for the City of Diamond Bar.

Meeting Recycling Market Demand

Despite being only 10 years old, the Azusa MRF will be undergoing a \$25M investment to install new technology. This will improve the recovery rate, decrease residue volume, and further expand the range of material that can be recycled.

SINGLE STREAM RECYCLABLE MATERIALS	
ACCEPTABLE MATERIALS	UNACCEPTABLE MATERIALS
Paper	
White paper, colored paper, envelopes, junk mail, soft cover books/manuals glossy paper, shredded paper, brown paper bags, packaging, wrapping paper and carbonless paper	Paper tissues, paper towels, paper with plastic coating (i.e. photographs, label paper), paper with food, waxed paper, foil lined paper, hard cover books/manuals, Tyvek (non-tearing) envelopes, and non-paper bags
Cardboard	
Cardboard, Chipboard/boxboard, Milk/juice cartons, Egg cartons	Waxed cardboard
Aluminum and Tin	
- Empty aluminum cans, Empty aerosol cans - Tin cans, Loose jar lids	
Glass	
Glass including empty glass beverage containers, Empty glass food containers, all glass colors	Windows, mirrors, dishware, ceramics, light bulbs, fluorescent tubes, Pyrex or similar material
Plastic	
Empty PET bottles #1, HDPE bottles #2, Plastics #3, #4, #6 and #7, HDPE bottles #5	Plastic liners (i.e. Cereal bags), Bubble wrap, Plastic film
Other	
	Wood furniture, Styrofoam, Solid Waste, Hazardous Waste, fiberglass materials, tarps, textiles, clothes, shoes, E-Waste, U-Waste and small manufactured goods (e.g. purses, handbags and backpacks)

3.8 PROCUREMENT OF RECOVERED ORGANIC WASTE PRODUCTS

Describe proposed assistance to the City to ensure that sufficient California recovered organic waste products are procured on behalf of the City to meet the requirements of SB 1383. Identify types and quantities of recovered organic waste products which shall be procured.

WM is fully prepared to assist Diamond Bar in meeting its obligations for procurement of recovered organic waste products, as set forth in 14 CCR Section 18993.1 and outlined in the Franchise Agreement.

WM believes that flexibility is the key to meeting this requirement over the life of the Franchise Agreement, thus ensuring the solutions provided can be responsive to ever-changing environmental, regulatory, and economic factors.

Compost and Mulch - Bring Nature's Recycling Benefits Home

WM is committed to strengthening the City of Diamond Bar's procurement efforts by procuring the amount of compost and mulch necessary to fulfill the City's per capita requirement set by SB 1383. One way that WM will help the City meet this requirement is through the City's Free Mulch Giveaway program that will be available to all Diamond Bar Residents twice a year. WM staff will work with City staff to coordinate these community events.

Diamond Bar residents can take pride in knowing that their organic waste recycling efforts contributed to the compost material they will be taking home to use in gardens. The high-quality compost material provided by WM will serve as an effective way to improve soil health, increase plant production, and reduce the use of water, chemical fertilizers, and pesticides.

In addition, WM staff will work closely with City staff to assist with providing mulch material for the City's own facility needs.

Procurement Credits - Through our network of Organics Facilities and established Organic Material Sales, WM can offer the City of Diamond Bar procurement credit to meet SB 1383 purchasing requirements through the sale of material on behalf of the City.

This process, approved by Cal Recycle as an appropriate means to meet the obligation, requires no additional City staff time, expense, or liability on the part of the City. The transaction is handled entirely by WM, on the City's behalf, and documented for the sake of Cal Recycle reporting. We would be happy to discuss this more in depth with the City of Diamond Bar.

Record Keeping - Using WM's internal accounting system and by electronic database (S2P) we will be able to track all compost material procured on behalf of the City whether this was directly (community compost giveaways, City's own use) or through procurement credits. Through the life of the Franchise Agreement, we will be able to support the City with SB 1383 procurement reporting obligations.

Renewable Natural Gas - Infrastructure for the production of renewable natural gas derived from organic waste is in development, and this renewable fuel may become available in adequate quantities in future years. WM is closely monitoring those developments.

3.9 PROPOSED OPERATING FACILITIES

Provide information about proposed operating facilities, including:

- Yard address for equipment and personnel staging and arrangements for maintenance of equipment.
- Office address for customer service, public relations, billing, and franchise administration; and,
- Other operating facilities to be used in providing service under this agreement.

WM's superior facility network (internal and third-party) includes multiple outlets for all materials in case any facility becomes unavailable due to circumstances beyond our control.

Expansive Network of Facilities- Operating Locally for Over 30 years

One of the advantages of selecting WM is our local operations. We operate out of our San Gabriel Hauling District, just 15 miles away from Diamond Bar City limits. This proximity allows us to be present and address concerns swiftly. Our San Gabriel Hauling District is fully equipped with an onsite mechanic shop, cart/bin storage and repair shop, and RNG fueling station. Our Operations, Public Sector Management team and Customer Service Management and Dispatch have an office at this location. WM is well-positioned to provide exceptional customer service by being able to quickly address any service concerns from residents and the business community.

The facilities identified below are the primary facilities that will support the day-to-day collection and processing of solid waste in Diamond Bar.

WM has a superior network of facilities (internal and third-party) includes multiple outlets for all materials in case any facility becomes unavailable due to circumstances beyond our control, any of them can quickly be brought in to assist on a moment's notice.

Operating Facilities

Facility	Name	Address
Yard address for equipment and personnel staging and arrangements for maintenance of equipment;	San Gabriel Hauling District	13940 Live Oak Ave Baldwin Park, CA 91706
Office address for customer service, public relations, billing, and franchise administration;	San Gabriel Hauling District	13940 Live Oak Ave Baldwin Park, CA 91706
Other operating facilities to be used in providing service under this agreement		
Assistance with initial waste cart delivery as part of Implementation Plan	FleetGenius	840 W. Grove Ave., Orange, CA 92865
Environmental Cleaning Services	Green Clean Pressure Washing, LLC	1602 Shetland Circle Norco, CA 92860

Facility	Name	Address
Community Support Services	e-Recycling of California	8065 Marine Way, Irvine, CA 92618 (E-Waste Collection)
	At-Your-Door HHW Curbside Collection	10633 Ruchti Rd, South Gate CA 90280

3.10 PROPOSED DISPOSAL, TRANSFER, AND PROCESSING FACILITIES

Proposers must identify all proposed disposal, transfer, and processing facilities for transfer/disposal of refuse, processing of commingled recyclables, processing of organics, processing of mixed waste, and processing of construction and demolition debris.

For each facility, please identify the following:

- *The name, address, and SWIS # of the facility.*
- *The material to be processed (organic waste, commingled recyclables, mixed waste, or construction and demolition debris).*
- *The tipping fee per ton.*
- *A statement regarding any relationship between the proposer and the facility owner/operator (if any).*
- *Indicate any proposed solid waste facility capacity guarantees.*
- *Current and estimated diversion rate for processing of each waste stream (e.g., residential recyclables, residential organics, source-separated commercial recyclables, mixed commercial waste, commercial organics, C&D.)*

Following are the detailed requirements of proposed facilities for disposal, transfer, and processing:

Transfer Facilities

WM is proposing to use Pomona Valley Transfer Station. WM has a long-standing agreement with Valley Vista to use this facility.

Alternative Facility- At any point during the length of the contract, if an alternative facility is needed WM has the ability to use WM's Azusa Material Recycling Facility & Transfer Station. This will be discussed with City prior to making a change.

Transfer Facilities

The name and address of the facility;	Pomona Valley Transfer Station (Primary) 1371 E. 9th St., Pomona, CA 91766
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Owner/operator;	Grand Central Recycling and T.S. Valley Vista
A statement regarding any relationship between the proposer and the facility owner/operator (if any);	WM currently has contract with Valley Vista
SWIS number;	19-AA-1128
The price per ton for transfer	\$27.83
Indicate any solid waste facility capacity guarantees being offered; and	Pomona Valley Transfer Station has the capacity to handle Diamond Bar material
Current and Estimated Diversion Rate	N/A

The name and address of the facility;	Azusa Material Recycling Facility & Transfer Station 1501 West Gladstone, Azusa, CA 91702
Owner/operator;	WM owned and operated
A statement regarding any relationship between the proposer and the facility owner/operator (if any);	
SWIS number;	19-AA-1127
The price per ton for transfer	\$38.65
Indicate any solid waste facility capacity guarantees being offered; and	Azusa Material Transfer Station has the capacity to handle Diamond Bar solid waste
Current and Estimated Diversion Rate	N/A

Processing Facilities

Source Separated Recyclable Processing: Azusa Material Recycling Facility

WM's Azusa Material Recycling Facility (MRF) is the largest facility in the region that is capable of processing more than 20,000 tons of recyclable materials each month. This facility is equipped with state-of-the-art equipment that uses magnets, screens, and optical scanners to sort out and process materials.

The Azusa MRF will be undergoing a \$25M investment to install new technology. This will improve the recovery rate, decrease residue volume, and further expand the range of material that can be recycled.

The name and address of the facility;	Azusa Material Recycling Facility 1501 West Gladstone, Azusa, CA 91702
Owner/ facility operator;	WM
A statement regarding any relationship between the proposer and the facility owner/operator (if any);	Owner/Operator
SWIS number;	19-AA-1127
The material to be processed (source separated organic waste, source separated recyclables, mixed organic waste, or construction and demolition debris);	Source separated recyclables
The price per ton;	\$78.85 net cost to process recyclables
Indicate any solid waste facility capacity guarantees being offered; and	Azusa Transfer and Material Recovery Facility is owned and operated by WM with a permitted capacity of 3,800 tons per day with 500 tons per day available for organic waste processing. WM guarantees that this facility will have the capacity to accept material from Diamond Bar.
Estimated diversion rate for processing of each category of recyclables processed (e.g. residential recyclables, residential organics, source separated commercial recyclables, mixed commercial waste, commercial organics, C&D.)	85% Material Composition and Market Dependent

Organic Waste Processing Facility

WM has a network of organic facilities (owned and third-party) to support the City of Diamond Bar organic material processing. WM's organic collection program is source separated organics (commingled green waste and food waste).

The organics material collected in the City, will be pre-processed at our Azusa Material Recycling Facility & Transfer Station, then transported to a network of compost facilities listed below.

This organics processing system is already in place for the residential sector, and will be ready to implement at the start of the contract for the commercial sector.

The name and address of the facility;	Azusa Material Recycling Facility 1501 West Gladstone, Azusa, CA 91702		
Owner/operator;	Waste Management		
A statement regarding any relationship between the proposer and the facility owner/operator (if any);	Owner/Operator		
SWIS number;	19-AA-1127		
The material to be pre- processed: Source Separate (commingled green waste and food waste).	Organics Material will be pre- processed and transported any of the following SB 1383 approved facilities:		
	Facility	SWIS #	Address
	South Valley Compost Site	54-AA-0026	24487 Road 140, Tulare, CA 93274
	South Kern Industrial Center Compost Facility	15-AA-0381	2653 Santiago Road Taft, CA 93268
	WM Pala Composting Facility	N/A	12802 CA-76, Pala, CA 92059
	Ecology Compost	N/A	59260 Highway 72, Salome, AZ 85348
The price per ton;	\$100.79 per ton		
Indicate any solid waste facility capacity guarantees being offered; and	WM guarantees capacity for Diamond Bar's organics material		
Estimated diversion rate:	90% of organic material is diverted to beneficial reuse.		

Construction and Demolition Processing Facility:

The name and address of the facility;	Downtown Diversion, Inc (DDI) 2424 E. Olympic Blvd. Los Angeles, CA 90021
Owner/operator;	Waste Management
A statement regarding any relationship between the proposer and the facility owner/operator (if any);	Owner/Operator
SWIS number;	33-AA-0258
The material to be processed (source separated organic waste, source separated recyclables, mixed organic waste, or construction and demolition debris);	C&D Material (Concrete, Porcelain, Rigid Plastics, Tile, Lumber, Metals, Masonry, Plastic, Rock, Insulation)
Indicate any solid waste facility capacity guarantees being offered; and	DDI has the capacity to Diamond Bar C&D material
Estimated diversion rate for C&D material	75%

The name and address of the facility;	Maitri Road Recycling 24980 Maitri Rd. Corona, CA 92883
Owner/operator;	Mayhew Aggregates and Mine Reclamation
A statement regarding any relationship between the proposer and the facility owner/operator (if any);	Independently owned and operated facility
SWIS number;	33-AA-0359
The material to be processed (source separated organic waste, source separated recyclables, mixed organic waste, or construction and demolition debris);	Construction & Demolition Debris
Indicate any solid waste facility capacity guarantees being offered; and	10,000 tons/day Maitri Road Recycling has the capacity to handle Diamond Bar material
Estimated diversion rate for C&D material	75%

Disposal Facilities

The El Sobrante Landfill is a state-of-the-art Class 3 non-hazardous solid waste disposal facility that strives to protect the environment through conservation and the use of the latest in landfill technology. The El Sobrante Landfill serves the following Southern California jurisdictions: Los Angeles, Riverside San Bernardino, and San Diego counties. The Landfill is permitted to accept up to 70,000 tons per week, seven days per week (closed Sundays), 24 hours per day (opportunity to minimize local traffic by bringing transfer vehicles during off peak traffic hours).

The name and address of the facility;	El Sobrante Landfill 10910 Dawson Canyon Rd, Temescal Valley, CA 92883
Owner/operator;	WM
A statement regarding any relationship between the proposer and the facility owner/operator (if any);	Owner/Operator
SWIS number;	33-AA-0217
The price per ton;	\$35.65
Indicate any solid waste facility capacity guarantees being offered; and	Estimated remaining capacity 143,977,170 tons; approximately 37 years depending upon inbound volume. WM guarantees that this facility will have the capacity to accept material from Diamond Bar .



El Sobrante Landfill

Added Program Value: Education Programs

WM's Azusa MRF and El Sobrante Landfill are proud to be active supporters of community events and programs. Both facilities offer a "tour-based" education program that promotes environmental stewardship and resource conservation. Each year, over 2,000 people participate in the tours to learn about the daily operations, sustainable business practices, clean technology and improving recycling efforts. This educational resource may be offered to Diamond Bar residents, youth, and community groups as an invaluable, hands-on learning experience.



Chino Cub Scouts Pack 205 on a tour of the El Sobrante Landfill



City of Chino Council and Staff took a tour of WM's Azusa MRF to learn how recyclables become future commodities.

REQUIRED DOCUMENTATION

Performance Bond Commitment Letter

Original documents available upon request. Full Bid Bond and Surety information will be included under separate cover.



One Tower Square
Hartford, CT 06183

August 30, 2023

CITY OF DIAMOND BAR
3002 Dow Avenue, Suite 116
Tustin, CA 92780

Principal: WASTE MANAGEMENT COLLECTION AND RECYCLING, INC.
Bid Date: August 30, 2023
Description: Residential & Commercial Solid Waste Services

Dear Sir/Madam:

We, TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA hereby agree that in the event an award is made to WASTE MANAGEMENT COLLECTION AND RECYCLING, INC. on the project as captioned, and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds that may be required.

Sincerely,

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

Misty Wright
Attorney-in-Fact

[illegible]

4. DISPLACED EMPLOYEE RETENTION

In accordance with Labor Code Sections 1070, 1072, 1075, and 1076, proposer will offer employment to qualified existing employees of the current contractor that may be displaced if the current contractor is not retained. Please describe your procedures for offering such employment and any limitations. Please describe whether your company operates under a labor collective bargaining agreement.

Displaced Employees

WM is an employer of choice and will gladly offer positions to qualified employees that may be displaced as a result of working for Diamond Bar's current commercial service provider, contingent upon a background check and drug testing. In the past, our People team (human resources) has worked with the human resources and operations teams of other haulers to sponsor hiring events, information sessions, and more for displaced employees. These events can be held virtually and in the evenings for convenience and COVID-19 concerns.

At WM, we know that benefits and compensation are each important pieces of every employment decision. This is why we are constantly working to give our employees an industry-leading total rewards package that encompasses a broad number of services, including many that are completely cost-free to the employee.

On our team, each eligible member receives a comprehensive benefits package that assists them in protecting their physical, emotional, financial, and social well-being. Available benefits include medical, vision, and dental insurance, employee and family assistance, retirement savings options, employee discounts, and other wellness perks.

Total Rewards

WM annually invests more than \$10,000 per employee in a comprehensive benefits package.

WM pays the full cost to provide employees with a number of benefits, including but not limited to short and long-term disability benefits, basic life and AD&D insurance for employees and their eligible dependents, legal services, and critical illness coverage for employees, and an employee and family assistance program. The cost for optional coverages like medical, vision, and dental are shared with employees, with WM picking up much of the expense.



5. EXCEPTIONS TO THE AGREEMENT

The City expects that the successful proposer(s) will execute an Agreement with the City in substantially the same form as the Draft Agreement (as it may be changed via Addendum during the RFP process).

Proposers are required to carefully review the Agreement before submitting proposals and are encouraged to have it reviewed by legal counsel. Proposers are also encouraged to submit written questions about any provision in the Agreement not fully understood, which would appear to be inconsistent with other provisions or otherwise incorrect, or which may deter them from submitting a Proposal or significantly increase the rate of their Proposal.

To demonstrate agreement with to all terms and conditions of the draft Agreement as written, proposers are required to sign and include in their proposal the signature page of the draft Agreement. Any exceptions must include the nature of the proposed exception, the draft Agreement Section, proposed substitute language, and the change in costs that would take place if the proposed language were to be accepted by the City. The proposal is not considered complete without this signed page.

The number, nature and materiality of objectionable provisions and suggested changes to the Agreement will be considered in evaluating proposals.

Our Sample Contract will be provided under separate cover.

DRAFT AGREEMENT EXCEPTIONS

CONFIDENTIAL – BUSINESS PROPRIETARY/TRADE SECRET INFORMATION

DIAMOND BAR – REQUEST FOR PROPOSALS FOR SOLID WASTE SERVICES (MAY 3, 2023)

NOT A PUBLIC RECORD – NOT TO BE DISCLOSED TO PUBLIC

Waste Management Collection and Recycling, Inc. (“WM”) greatly appreciates the City’s responses to proposer questions and respectfully submits the following two (2) exceptions to the draft Agreement for the City’s consideration. The exceptions to the draft Agreement do not include the changes the City has stated will be made by amendment (noted separately below) or will be updated in our proposal. WM reserves its rights with respect to any such correction or amendment made by the City when those corrections, changes, or amendments are made available for review by proposers.

Pursuant to the City’s request for proposals and in accordance with the City’s responses to proposer questions, WM submits the following exceptions to reserve the opportunity to discuss this matter during negotiations:

EXCEPTION #1

10.5 EXTRAORDINARY RATE ADJUSTMENTS

Contractor or City may request an adjustment to maximum rates at reasonable times other than that allowed under Section 10.3 in the event of extraordinary changes in the cost of providing

service under this Agreement. Such changes shall not include ~~changes in the market value of Recyclables from the values assumed in Contractor's Proposal,~~ inaccurate estimates by the Contractor of its proposed cost of operations, or change in wage rates or employee benefits. Without limiting the generality of the foregoing, Contractor may request an extraordinary adjustment based on: changes in a direct per ton fee assessed at the Disposal Site or any Designated Facility by federal, state, or local regulatory agencies after the effective date; a change in Applicable Law that requires additional or new Services or obligations under this Agreement; and any other extraordinary changes in operational costs outside of Contractor's reasonable control, including increased costs related to fuel and transportation, labor, and Organic Waste or Recyclable Materials market conditions.

Contractor shall provide ~~substantial-reasonable~~ proof and justification to support the need for the adjustment. For each request for an adjustment to the maximum rates brought pursuant to this section, Contractor shall prepare a schedule documenting the extraordinary costs. Such request shall be prepared in a form acceptable to City with support for assumptions made by Contractor in preparing the estimate. Contractor shall also submit a schedule showing how its total costs ~~and total revenues~~ have changed over the past three years for the services provided under this Agreement. The City may request from the Contractor such further information as it deems reasonably necessary to fully evaluate the request and make its determination. Upon request by the City, Contractor shall provide a report of its annual ~~revenues and~~ expenses for the services provided in the City, and City shall have the right to audit this information in connection with the City's review of Contractor's rate adjustment request. City may consider increases or decreases in the Contractor's ~~total revenues and~~ total cost of services when reviewing an extraordinary rate adjustment request.

The City may, in its sole judgment and absolute, unfettered discretion, make the final determination as to whether an adjustment to the maximum rates will be made, and, if an adjustment is permitted, the appropriate amount of the adjustment; provided that City's approval of the requested rate adjustment shall not be unreasonably withheld with respect to rate adjustment requests arising out of a change in the per ton Disposal fee or a change in Applicable Law. Extraordinary rate adjustments shall only be effective after approval by City Council in compliance with California Constitution Article XIID (Proposition 218) and the Proposition 218 Omnibus Implementation Act (Govt. Code Sections 53750 et. seq.) and may ~~not~~ be applied retroactively in the City's discretion.

A rate adjustment request made in response to a new or modified service or new or modified obligations (including additional reporting requirements) requested by City will be determined in accordance with Section 2.10.

Rationale: *This section is revised to clarify circumstances that may warrant extraordinary adjustments, including changes in Applicable Law that modify Contractor's obligations under this Agreement or other circumstances outside Contractor's reasonable control. In addition, language requiring Contractor to provide information related to Contractor's revenue, including the market value of recyclables, which is confidential and proprietary. There is no change in costs to the City if the proposed language is accepted.*

EXCEPTION #2

13.7 LIQUIDATED DAMAGES

While we accept the concept of liquidated damages as a section in the agreement, Section 13.7, as drafted, contains a number of incorrect citations and cross-references to other sections of the draft agreement, and

there are a number of references to dates in the past that are not applicable to this agreement. In addition, some performance standards are otherwise ambiguous as to when a penalty may be assessed, are unclear as to whether the proposed liquidated damages bear a reasonable relationship to actual damages that may be suffered from the types of performance issues contemplated, or do not appear to be reasonable estimates of damages at the time of entering into this agreement. Further, some of the administrative charges listed in this section are calculable damages for which liquidated damages are not appropriate—such as fines issued by CalRecycle—and some liquidated damages include explicit penalties for performance, which are unlawful under California Law.

Rationale: WM takes exception to this section for the purpose of discussing these items with the City during negotiations to further clarify and resolve these questions. In the interest of clarity, WM does not propose striking this section in full, but desires to discuss specific standards of performance and penalty amounts in this section that are ambiguous, unclear, or excessive as described above. Changes to this section will not result in a change in costs to the City if the proposed language is accepted.

CITY APPROVED CHANGES PER ADDENDUM #2:

Consistent with the City's responses to proposer questions in Addendum #2, WM submits the following revisions to the draft Agreement:

1.30 CONTAINER CONTAMINATION

"Container Contamination" means the following: (i) discarded materials placed in the Blue Container that are not Blue Container Waste; (ii) discarded materials placed in the Green Container that are not Green Container Waste; (iii) discarded materials placed in the Gray Container that are Blue Container Waste or Green Container Waste; and, (iv) ~~non-Solid Waste items~~ Excluded Waste placed in any container.

Rationale: This section is revised to be consistent with the City's response to question number 12 in Addendum #2. There is no change in costs to the City if the proposed language is accepted.

2.1 GRANT AND ACCEPTANCE OF FRANCHISE, INDEMNITY OF AWARD

...

Contractor agrees to and shall timely take all actions that are reasonably necessary to defend the validity and enforceability of this Agreement and shall pay all costs related to such defense in accordance with Section 11.1. To the maximum extent permitted by law, Contractor shall defend, indemnify, protect and hold harmless, the City, its officers, agents and employees from any and all claims, actions or proceedings to attack, set aside, void, annul or seek monetary damages resulting from an approval by the City of this Agreement, including but not limited to any action brought by referendum or under Proposition 218 (Calif. Const. Art. XIID) to challenge the City's entry into this Agreement or the setting of Solid Waste rates as set forth in this Agreement. The City shall promptly notify Contractor of any such claim, action, or proceeding. The City and Contractor shall meet in good faith in an effort to come to a mutual agreement for a joint defense; provided that the City shall be entitled to select legal counsel of its choice to conduct the defense if an agreement cannot

be reached. Contractor's obligations to pay all costs, defend, indemnify, protect and hold harmless under this section shall not be altered in the event City retains separate counsel. Contractor hereby accepts the Franchise on the terms and conditions set forth in this Agreement.

Rationale: This section is revised to be consistent with the City's response to question number 16 in Addendum #2 which noted this was under review by the City. There is no change in costs to the City if the proposed language is accepted.

4.1.13 SERVICE EXCEPTIONS; ~~HAZARDOUS-EXCLUDED~~ WASTE NOTIFICATIONS

A. Failure to Collect. When Solid Waste is not Collected from any Solid Waste Customer, Contractor shall notify its Customer in writing, at the time Collection is not made, through the use of a "tag" or otherwise, of the reasons why the Collection was not made.

B. ~~Hazardous-Excluded Waste~~ Material Inspection and Reporting. Contractor reserves the right to reject Solid Waste observed to be contaminated with ~~Hazardous-Material~~~~Excluded Waste~~ and the right not to Collect ~~Excluded Waste~~ ~~Hazardous-Material~~ put out with Solid Waste. Contractor shall notify all agencies with jurisdiction, if appropriate, including the California Department of Toxic Substances Control and Local Emergency Response Providers and the National Response Center of reportable quantities of ~~Excluded Waste~~~~Hazardous-Material~~, found or observed in Solid Waste anywhere within the City. In addition to other required notifications, if Contractor observes any substances which it or its employees reasonably believe or suspect to contain ~~Excluded Waste~~ ~~Hazardous-Materials~~ unlawfully Disposed of or released on any City property, including storm drains, streets or other public rights of way, Contractor will immediately notify the City Manager or the City Manager's designee. Contractor shall implement and maintain a training program that will assist its employees in identifying and properly disposing of any ~~Excluded Waste~~ ~~Hazardous-Material~~ that may come into their possession.

C. ~~Excluded Waste~~ ~~Hazardous-Material~~ Diversion Records. Contractor shall maintain records showing the types and quantities, if any, of ~~Excluded Waste~~ ~~Hazardous-Material~~ found in Solid Waste and which was inadvertently Collected from Customers within the City, but Diverted from Landfill Disposal.

Rationale: This section is revised to be consistent with the City's response to question number 30 in Addendum #2. There is no change in costs to the City if the proposed language is accepted.

6. RATE PROPOSALS

6.1 PRIMARY RATE PROPOSAL FORMS

Proposers may submit up to three complete sets of rate proposal forms: one for the residential sector, one for the commercial sector, and one for a citywide franchise. These proposals shall be based solely on the requirements requested in this RFP and further detailed in the draft Agreement without considering any exceptions or alternatives.

Provided under separate cover as Excel and .pdf formats on the required flash drive.

6.2 ALTERNATIVE RATE PROPOSALS

Provided that the proposer has submitted a primary rate proposal that meets all of the minimum requirements of this RFP, the proposer may submit one or more alternative rate proposals. For example, proposer may submit an alternative rate proposal that retains existing used equipment.

Provided under separate cover as Excel and .pdf formats on the required flash drive.

7. PROPOSER CODE OF CONDUCT AND NON-COLLUSION AFFIDAVIT

Each proposer shall include a copy of the Proposer Code of Conduct and Non-Collusion Affidavit (Attachment 2) that was submitted at the pre-proposal conference.

City of Diamond Bar, California

Attachment 2. Proposer's Code of Conduct & Non-Collusion Affidavit

PROPOSER'S CODE OF CONDUCT

The City of Diamond Bar is planning to request and receive proposals for the collection and processing of refuse, recyclable materials and organics within the jurisdiction of the City.

The members of the City Council are obligated to comply with the Political Reform Act of 1974 ("PRA") and the Brown Act (Government Code §56950 *et seq.*).

The City has a desire to maintain a process free from any undue influence and the appearance of impropriety. The City prepared this "Proposer's Code of Conduct".

A potential proposer is defined as any individual or entity involved in making a proposal to the City under the Contractor Selection Process ("Potential Proposer").

Each Potential Proposer is individually responsible for ensuring compliance with the following Code of Conduct. The Potential Proposer's responsibility to comply with this Code of Conduct shall extend to the Potential Proposer's employees, agents, consultants, lobbyists, or other parties or individuals engaged for the purposes of developing or supporting the Potential Proposer's proposal.

The Proposer Code of Conduct is presented below:

1. Ex Parte Prohibited

From May 3, 2023, and prior to the City of Diamond Bar City Council selection of Contractor(s) or December 5, 2023, whichever comes later, Potential Proposers are prohibited from having any verbal or written communications (ex parte contacts) with any City Council Members related to any matter related to the RFP process or Contractor Selection process, except in the course of a legally noticed meeting of the City Council, or any subcommittee of the Council, or in conjunction with an ex parte contact arranged by and involving the City staff and/or consultants.

If any such unauthorized ex parte contact occurs, the Council member shall disclose its occurrence at the next meeting of the City Council that next follows the said ex parte contact.

2. Gift and Compensation Prohibited

From May 3, 2023, to prior to City Council selection of Contractor(s) or December 5, 2023, whichever comes later, Potential Proposers are prohibited from giving any gift of any monetary value, or compensation of any kind (as defined under the California Political Reform Act) to a City Council Member or any City staff member or consultant.

Please be aware that any Council Member who accepts such a gift or compensation may be subject to censure by the City Council. Any City staff member who violates this policy may be subject to discipline including termination of services, and any consultant who violates this policy may be subject to

City of Diamond Bar, California

Attachment 2. Proposer's Code of Conduct & Non-Collusion Affidavit

termination of services. Any Potential Proposer who violates this policy as to gifts or compensation may be subject to disqualification by the City Council from the Contractor Selection Process.

3. Collusive Activities Prohibited

From May 3, 2023, to prior to City Council selection of Contractor or December 5, 2023, whichever comes later, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Contractor Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Sloan Vazquez McAfee (see contact information provided below) in writing no later than thirty (30) days prior to the deadline for submission of proposals. This notification will be kept confidential until after submission of all technical and cost proposals.

Executed under penalty of perjury on this 15th day of MAY, 2023 at CHINO HILLS, CA

SIGNED BY: [Signature]
TITLE: COM PSS AREA MANAGER

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.

Subscribed and sworn to before me this 15th day of May, 2023 at Chino Hills, CA

[Signature]
Notary Public

My Commission expires: Apr. 8, 2025



PROPOSER'S NON-COLLUSION AFFIDAVIT

The following affidavit is submitted by proposer as a part of this proposal:

The undersigned deponent, of lawful age, being duly sworn, upon his oath deposes and says: that he has lawful authority to execute the within and foregoing proposal; that he has executed the same by subscribing his name hereto under oath for and on behalf of said proposer; that proposer has not directly or indirectly entered into any agreement, express or implied, with any proposer or proposers, having for its object the controlling of the price or amount of such proposal or proposals, the limiting of the proposals or proposers, the parceling or framing out to any proposer or proposers or other persons of any part of the agreement or any part of the subject matter of the proposal or proposals or of the profits thereof, and that he has not and will not divulge the sealed proposal to any person whomsoever, except those having a partnership or other financial interest with him in said proposal or proposals, until after the said sealed proposal or proposals are opened.

Deponent further states that the proposer has not been a party to any collusion among proposers in restraint of freedom of competition; by agreement to make a proposal at a fixed price or to refrain from submitting a proposal; or with any state official or employee as to quantity, quality, or price in the prospective agreement; or in any discussions between proposers and any City of Diamond Bar official concerning exchange of money or other things of value for special consideration in the letting of an agreement; that the proposer/Company has not paid, given or donated or agreed to pay, give or donate to any official, officer or employee of the City of Diamond Bar directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

Executed under penalty of perjury on this 15th day of MAY, 2023 at CHINO HILLS, CA

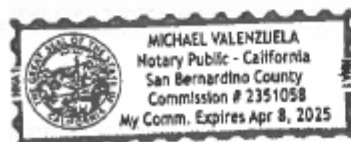
SIGNED BY: [Signature]
TITLE: DOM PSS AREA MANAGER

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.

Subscribed and sworn to before me this 15th day of May, 2023
at Chino Hills, CA

[Signature]
Notary Public

My Commission expires: Apr. 8, 2025



CONCLUSION

Waste Management Collection and Recycling, Inc. (WM) is your longtime environmental solutions partner. We have provided waste and recycling management services to Diamond Bar for 30+ years. You are familiar with our company, our team, and our professional approach over the long term, and we are excited about the opportunity to continue to work with you in managing your waste and recycling needs.

We have fulfilled the individual tenets and each requirement of your RFP and have organized this response to provide our proposal in response to each element outlined in the RFP.

We believe this to be a significant contract for both WM and Diamond Bar. As your long-term partner, we are strongly invested in your Residents and want to be your waste solutions provider of the future. We understand your priorities, the way you work, and what makes your Residents such a great place to live, work, and play. This makes us uniquely qualified to provide tailored services to meet your operational needs and the ever-evolving expectations.

Secondly, we are committed to strengthening our current relationship by continuing to provide high-quality, reliable service for the entire term of the Agreement. We have already shown ourselves to be a dependable partner in our current agreement. We have the resources to make needed adjustments, when necessary, to facilitate continued satisfaction for your residents. WM intends to continue to offer uninterrupted stability backed by innovation, value, and price, and to be an active partner in attaining Diamond Bar's goals and objectives.

Lastly, continuing a partnership with WM will provide your Residents with uninterrupted, reliable service delivery for an essential and highly regulated operation. There will be no transition period where costly mistakes and problems are most likely to occur, as our team is intimately familiar with your operations and has developed a strong working partnership with your staff. Our best-in-class transfer stations, landfills, and recycling operations, along with our industry-leading safety and environmental practices, should give you the peace of mind that your waste is being managed in full compliance with all regulatory requirements and standards.

WM is dedicated to being the best environmental solutions partner for Diamond Bar now and in the future.

