



**AN EXCLUSIVE FRANCHISE AGREEMENT FOR THE PROVISION OF
SOLID WASTE & RECYCLING SERVICES**

**Executed Between the
City of Cypress and**

Valley Vista Services, Inc. dba as Valley Vista Services of Orange County

This 22nd day of September, 2014

CITY OF CYPRESS
SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT

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THIS SOLID WASTE & RECYCLING SERVICES AGREEMENT (herein "Agreement") is made and entered into this _____ day of MONTH, YEAR, by and between the **City of Cypress**, charter city & municipal corporation (hereinafter referred to as "City"), and **Valley Vista Services, Inc.**, a California corporation, dba as Valley Vista Services of Orange County (herein "Collector"). Now, therefore, in consideration of the mutual covenants, Agreements and consideration contained herein, the City and Collector 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. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The meaning of terms or words not defined herein shall be as commonly understood in the solid waste Collection Services industry when the common understanding is uncertain. Wherever any term used in this Agreement has been defined by the Municipal Code by the City of Cypress ("Municipal Code") or Division 30, part 1, Chapter 2 of the California Public Resources Code, the definitions in the Municipal Code or Public Resources Code shall apply unless the term is otherwise defined in this Agreement.

1.01 AB 341

"AB 341" means Assembly Bill 341 from the 2011-1012 Regular Session of the California Legislature (Chapter 476, Statutes 2011).

1.02 AB 939

"AB 939" means the California Integrated Waste Management Act of 1989, currently codified as California Public Resources Code Section 40000 et seq., as it may be amended from time to time.

1.03 AB 1826

"AB 1826" means Assembly Bill 1826 from the 2013-1014 Regular Session of the California Legislature (Chapter 12.9, Commencing with Section 42469.8), Statutes 2014).

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1.04 AFFILIATE

“Affiliate” means all businesses (including corporations, limited and general partnerships and sole proprietorships) which are directly or indirectly related to Collector by virtue of direct or indirect ownership interest or common management. An Affiliate shall include a business in which Collector owns a direct or indirect ownership interest, a business which has a direct or indirect ownership in Collector and/or a business which is also owned, controlled or managed by any business or individual which has a direct or indirect ownership interest in Collector. For purposes of determining whether an indirect ownership interest exists, the constructive ownership provisions of Section 318(a) of the Internal Revenue Code of 1986, as in effect on the date of this Agreement, shall apply.

1.05 AGREEMENT

“Agreement” means this Solid Waste and Recycling Services Agreement and all amendments hereto.

1.06 AGREEMENT YEAR

“Agreement Year” means each twelve (12) month period from July 1 to June 30, beginning July 1, 2015.

1.07 ANNUAL DIVERSION REPORT

“Annual Diversion Report” means the annual report submitted by the Collector to the City describing the previous year’s diversion activities, diversion percentages and associated calculations and the description of the diversion activity planned for the upcoming year, if applicable. The Annual Diversion Report shall be prepared in a manner that directly corresponds to the reporting requirements of the California Department of Resources Recycling and Recovery (CalRecycle) and the California Integrated Waste Management Act, as amended.

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1.08 BILLINGS

“Billings” or “Billing” or “Bill” means the statement(s) of charges provided to Customers for services rendered by Collector.

1.09 BIN

“Bin” means a detachable metal container with a capacity of less than ten (10) cubic yards, equipped with a lid, and designed for mechanical pick-up by collection vehicles.

1.10 BIN SERVICE

“Bin Service” means Solid Waste Services in which a Bin is used for the Collection of Solid Waste.

1.11 BIOHAZARDOUS OR BIOMEDICAL WASTE

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

1.12 BULKY WASTE

“Bulky Waste” means an item too large to fit in the container on the premises, including but not limited to household appliances (including refrigerators with and without Freon, ranges, washers, dryers, water heaters, dishwashers, plumbing, small household appliances, and other similar items commonly known as “white goods”); furniture (including chairs, sofas, mattresses, and rugs); Electronic Waste (including discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer

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keyboards, computer mice, and computer printers), and other similar items commonly known as “brown goods” and “e-waste”); residential wastes (green waste larger than four (4) inches in diameter or four (4) feet in length, such as tree stumps, trunks or branches not exceeding one cubic yard per Collection); clothing; and tires. Bulky Waste does not include car bodies, Construction and Demolition Debris or items requiring more than two persons to remove. In the event a question ever arises as to whether a specific item or category of items meets the definition of Bulky Waste, City shall be responsible to determine whether said definition shall apply, which determination shall be final and binding on the Parties. Bulky Waste does not include items herein defined as Exempt Waste. Bulky Waste must have been generated on the Customer’s Premises in order to qualify for removal.

1.13 CALRECYCLE

CalRecycle is the California Department of Resources Recycling and Recovery.

1.14 CART

“Cart” means a plastic Container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 30- and no greater than 101-gallons.

1.15 CITY

“City” means the City of Cypress, California, within its jurisdictional boundaries.

1.16 CITY COUNCIL

“City Council” means the City Council of the City of Cypress, California.

1.17 CITY FACILITIES

“City Facilities” means those City properties listed in Exhibit 4 which is attached to and included in this Agreement, as such Exhibit 4 now exists or may subsequently be amended by City.

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1.18 CITY MANAGER

“City Manager” means the City Manager of the City of Cypress or the City Manager’s designee.

1.19 COLLECTION

“Collection” means the process whereby Solid Waste is removed and transported from within the City.

1.20 COLLECTOR

“Collector” means the “Solid waste collector” as defined in the City of Cypress Municipal Code and is the entity entering into this Agreement with the City, as identified in the introductory paragraph of this Agreement.

1.21 COMMERCIAL PREMISES

“Commercial Premises” means all premises in the City, other than Residential Premises, where solid waste is generated or accumulated. The term “Commercial Premises” includes, but is not limited to, Multi-Family Premises, stores; offices; industrial plants; private schools; school district offices, special districts and water districts (to the extent permitted by law); restaurants; rooming houses; hotels; motels; manufacturing, processing, or assembly shops or plants; hospitals, clinics, convalescent centers and nursing homes (non-medical waste only).

1.22 COMMERCIAL SERVICE

“Commercial Service” means Solid Waste Services performed at or for Commercial Premises.

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1.23 COMPACTOR

“Compactor” refers to any mechanical apparatus that serves to compact the content of a refuse or recycling collection bin, regardless of size, whether stationary or mobile.

1.24 CONSTRUCTION AND DEMOLITION DEBRIS

“Construction and Demolition Debris” means solid waste material resulting from building, construction, alteration, repair or demolition, including brick, stone, cement, lumber, plaster, and drywall; packaging; rubble resulting from construction, remodeling, repair and demolition operations on pavements, residential and commercial buildings and other structures.

1.25 CONTAINER

“Container” means commercial size Bins or residential size Carts approved and provided by the Collector for accumulation and Collection of Solid Waste, Recyclable Materials and Green Waste from any Premises within the City.

1.26 CONTRACT OFFICER

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

1.27 COUNTY

“County” means Orange County, California.

1.28 CPI

“CPI” means the Consumer Price Index for All Urban Consumers (CPI-U), Los Angeles – Riverside – Orange County, all items index.

1.29 CUSTOMER

“Customer” means a Person receiving Solid Waste Services from Collector pursuant to the terms of this Agreement.

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1.30 DISPOSAL

“Disposal” means the ultimate disposition of Solid Waste Collected by Collector at a landfill or otherwise in full regulatory compliance. The Orange County Landfill System is the designated Disposal Site as of the effective date of this Contact.

1.31 DISPOSAL SITE(S)

“Disposal Site(s)” means the Solid Waste Handling Facility or Facilities utilized for the ultimate Disposal of Solid Waste collected by Collector.

1.32 ELECTRONIC WASTE

“Electronic Waste” means “Covered Electronic Wastes” as defined in the Act (Section 42463 of Public Resources Code) including discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers), and other similar items commonly known as “brown goods” and “e-waste”.

1.33 EXEMPT WASTE

“Exempt Waste” means Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, Stable Matter, Green Waste or lumber that is more than four (4) feet in length in its longest dimension or two (2) feet in diameter, automobiles, automobile parts, boats, boat parts, boat trailers, internal combustion engines, lead-acid batteries, and those wastes under the control of the Nuclear Regulatory Commission.

1.34 FORCE MAJEURE

Collector shall not be in default under this Agreement in the event that its ability to provide Collection Services, in compliance with its obligation to do so

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hereunder, is temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrections, strikes or other labor disturbances lasting five (5) days or less, explosion, natural disasters such as floods, earthquakes, landslides, and fires, or "other catastrophic events" which are beyond the reasonable control of Collector. The term "other catastrophic events" does not include: (i) the financial inability of Collector to perform; (ii) failure of Collector to obtain any necessary permits or licenses from other governmental agencies; (iii) the failure to obtain the right, or the loss of the right, to use the facilities of any public utility where such failure is due in substantial part to the acts or omissions of Collector; or (iv) strikes or other labor disturbances lasting longer than five (5) days.

1.35 FRANCHISE

"Franchise" means the exclusive right and privilege granted by this Agreement.

1.36 FRANCHISE FEE

"Franchise Fee" means the fee imposed by the City on the Collector solely because of its status as party to this Agreement.

1.37 GREEN WASTE OR YARD WASTE

"Green Waste" or "Yard Waste" means leaves, grass clippings, brush, branches and other forms of organic waste generated from landscape and garden maintenance. Green Waste includes plant debris, such as grass clippings, leaves, pruning, weeds, branches, brush, Holiday trees, and other forms of organic waste that is generated at the Premises wherein the Green Waste is collected. Green Waste excludes yucca and palm fronds, which should be collected as Refuse. Green Waste does not include items herein defined as Exempt Waste or materials not normally produced from gardens or landscape areas, such as brick, rock, gravel, large quantities of dirt, concrete, sod, non-organic wastes, oil, and painted or treated wood products.

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1.38 HAZARDOUS WASTE

“Hazardous Waste” means any waste material or mixture defined as a “hazardous waste pursuant to California law under Public Resources Code § 40141 or under federal law under 42 U.S.C. § 6903 (RCRA), or defined as a “hazardous substance” under 42 U.S.C. §§ 9601 (CERCLA), or as a “hazardous material” under California Health & Safety Code Section 25260, as such statutes may be amended from time to time.

1.39 HOUSEHOLD BATTERIES

“Household Batteries” means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

1.40 HOUSEHOLD HAZARDOUS WASTE (HHW)

“Household Hazardous Waste” means hazardous waste generated at a residential property.

1.41 MATERIALS RECOVERY FACILITY (“MRF”)

“Materials Recycling Facility” or “MRF” means a fully permitted facility where Solid Waste, Recyclable Materials, and other materials are processed, sorted or separated for the purposes of recovering reusable or Recyclable Materials, processing or composting.

1.42 MULTI-FAMILY PREMISES

“Multi-Family Premises” or “Multi-Family Units” means those residential units such as apartments, condominiums and town homes, which generally utilize Bin Service for the Collection of Solid Waste.

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1.43 NON-COLLECTION NOTICE

“Non-Collection Notice” is a form developed and used by the Collector, as approved by the City, to notify Customers of the reason for non-collection of materials set out by the Customer for Collection by Collector pursuant to this Agreement.

1.44 OCCUPANT

“Occupant” refers to a person who occupies Premises.

1.45 ON-CALL SERVICE

“On-Call Service” means Collection Service provided by Collector that is not regularly scheduled or is scheduled more than twenty-four (24) hours in advance. On-Call Service is initiated by a Customer by calling, emailing, or requesting the service in person at Collector’s office.

1.46 ORANGE COUNTY LANDFILL SYSTEM

“Orange County Landfill System” means any landfill owned or operated by the County of Orange, currently including landfills known as Brea Olinda, Frank R. Bowerman, and Prima Deshecha.

1.47 ORGANIC WASTE

“Organic Waste” means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper that is mixed in with food waste.

1.48 OWNER

“Owner” means the Person holding legal title to the real property constituting the Premises to which Solid Waste service is to be provided under this Agreement.

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1.49 PERSON

“Person” means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Orange, cities, and special purpose districts.

1.50 PREMISES

“Premises” means any single or multi-family residential property, industrial, retail, institutional or commercial properties of any kind, or any other dwelling, building or vacant property where solid waste is generated or accumulates for disposal.

1.51 REBUILT VEHICLE

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

1.52 RECYCLING

“Recycling” means the processing of Recyclable Materials for the purpose of returning them to the economy in the form of raw materials for new, reused, or reconstituted products. The Collection, transportation or Disposal of Solid Waste not intended for, or capable of, reuse is not Recycling. Recycling does not include use of Solid Waste for conversion to energy.

1.53 RECYCLABLE MATERIALS

“Recyclable Materials” means single source-separated paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, polyethylene terephthalate and other plastics, beverage containers, compostable materials and such other materials designated by the City Manager or CalRecycle as

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recyclable. Polystyrene foam and film plastic, including plastic bags are specifically excluded from collection and processing.

1.54 RECYCLING BIN

“Recycling Bin” means a metal container, with a capacity of two (2) cubic yards up to and including six (6) cubic yards, designed or intended to be mechanically dumped into a loader packer-type recycling truck, that is approved for such purpose by the City and is appropriately labeled as a Recycling Bin.

1.55 RECYCLING CART

“Recycling Cart” is a heavy-plastic receptacle with 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 for such purpose by the City and is appropriately labeled as a Recycling Cart.

1.56 REFUSE

“Refuse” means putrescible and non-putrescible Solid Waste.

1.57 RESIDENTIAL PREMISES

“Residential Premises” means a detached building, or each unit of multi-family dwelling, which utilize Carts for Residential Services.

1.58 RESIDENTIAL SERVICE

“Residential Service” means services performed at and for Residential Premises.

1.59 ROLL-OFF BOX

“Roll-Off Box” means a metal container with a capacity of (10) or more cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility.

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1.60 SERVICE AREA

“Service Area” means the corporate limits of the City of Cypress.

1.61 SOLID WASTE

“Solid Waste” means all “solid waste” as defined under California Public Resources Code § 40191, as such may be amended from time to time and includes discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including Refuse, Construction and Demolition Debris, Bulky Waste, Recyclable Materials, and Green Waste, or any combination thereof which are permitted to be disposed of in a Class III landfill, and which are included in the definition of “Non-Hazardous Solid Waste” set forth in the California Code of Regulations.

1.62 SOLID WASTE SERVICES

“Solid Waste Services” means the Collection, transfer, transport, Recycling, processing and Disposal of Solid Waste.

1.63 SOURCE SEPARATED SINGLE-STREAM

“Source Separated Single-Stream” means the separation by the Waste Generator of materials that would otherwise become Solid Waste (such as glass bottles, metal cans, newspapers, cardboard, plastic containers, etc.) into separate Containers(s) to allow the separated materials to be collected together for the purpose of Recycling of such materials.

1.64 SPECIAL ITEMS

“Special Items” means any bulky or heavy objects that require bin service and are not Bulky Waste, including, but not limited to, dirt, sod, brick, manure, waste from any poultry yard or stable, and Construction and Demolition Waste.

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1.65 TRANSFORMATION

“Transformation” means incineration, pyrolysis, distillation, gasification, or biological conversion other than composting.

1.66 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 Green Waste and/or Construction and Demolition debris, to processors, brokers or end-users.

1.67 UNIVERSAL WASTE OR U-WASTE

“Universal Waste” or “U-Waste” means all waste defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations. These include, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and Electronic Waste.

1.68 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.

1.69 WHITE GOODS

“White Goods” means inoperative and discarded refrigerators, microwave ovens, ranges, water heaters, freezers, and other similar household appliances.

1.70 WORK DAY

“Work Day” means any day, Monday through Saturday that is not a holiday as set forth in Section 7.01.2 of this Agreement.

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ARTICLE 2. TERM OF AGREEMENT

2.01 EFFECTIVE DATE; COMMENCEMENT OF SERVICES

This Agreement shall become effective at the date first set forth above (the "Effective Date"). Except where specified, the obligations of the parties hereunder, and the provision of Solid Waste Services and other services by Collector, shall commence on July 1, 2015 (the "Commencement Date"). Collector understands and agrees that the time between the Effective Date and the Commencement Date, is intended to provide Collector with ample and sufficient time to, among other things, order equipment, prepare necessary routing schedules and route maps, obtain any permits and licenses, establish/build facilities, obtain required service agreements, and begin the public awareness campaign as part of Collector's transition program as specified in this Agreement.

2.02 TERM & EXTENDED TERM

Unless earlier terminated in accordance with Article 13 of this Agreement, this Agreement shall continue in full force and effect until from and after July 1, 2015, and through and including the close of business on June 30, 2025. City reserves the right, in its sole and unfettered discretion, to extend the term of this Agreement, under its then-existing terms and conditions, for a maximum of one (1) two-year extended term, followed by two (2) one-year extended terms. City shall give notice of its intention to extend the term, or any extended term, of this Agreement in writing not later than six (6) calendar months prior to expiration of the term or any extended term of the Agreement.

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ARTICLE 3. SCOPE OF AGREEMENT

3.01 GRANT OF AUTHORITY TO COLLECTOR AGREEMENT

Except as otherwise provided in this Agreement, the Collector is herein granted the exclusive right to provide Residential Services and Commercial Services in the Service Area. No other solid waste or recycling services shall be exclusive to the Collector. As a material inducement to the City entering into this Agreement, Collector represents and warrants that Collector is a provider of first class work and services and Collector is experienced in performing the work and services contemplated herein and, in light of such status and experience, Collector covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

3.02 LIMITATIONS ON SCOPE OF AUTHORITY TO COLLECTOR

The right granted to the Collector is exclusive, except for the categories of solid waste listed below. The granting of this right does not preclude the categories of solid waste listed below from being delivered to, collected by, and transported by others, provided that no Person is excused from obtaining from the City any authorization that is required by law. Collector may, but is not obligated to, provide the services described below on a non-exclusive basis.

- a) Source-separated Recyclable Materials that the Waste Generator sells to, or otherwise receives compensation from, other Persons in a manner resulting in a net payment to the customer after consideration of collection, handling, or processing costs;

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- b) Solid Waste, including Recyclable Materials, Green Waste and Bulky Waste, which is removed from any Premises by the Waste Generator, and which is transported personally by such Generator (or by its full-time employees) to a processing or disposal facility in a manner consistent with all applicable laws and regulations;
- c) The donation of source-separated materials to any Person or entity;
- d) Containers delivered for recycling under the California Beverage Container Recycling Litter Reduction Act, Sections 14500, et seq., California Public Resources Code;
- e) Green Waste removed from premises by a gardening, landscaping, or tree trimming company using its own equipment and employees as an incidental part of a total service offered by the company, as opposed to a hauling service;
- f) Construction and Demolition Waste that is incidentally removed from an Owner's Premises by a duly-licensed construction or demolition company, as part of a total service provided by the licensed company to the Owner for a development project permitted by the City, and where the licensed company uses its own equipment and employees;
- g) The collection, transfer, transport, Recycling, processing, and disposal of animal waste and remains from slaughterhouse or butcher shops for use as tallow;
- h) The collection, transfer, transport, Recycling, processing, and disposal of Hazardous Substances, Hazardous Waste, and radioactive waste regardless of its source;
- i) The collection, transfer, transport, Recycling, processing, and disposal of Solid Waste by City through City officers or employees in the normal course of their employment; and,
- j) Solid Waste Services for governmental agencies other than City, which may have facilities in City, but over which City has no jurisdiction in connection with the regulation of Solid Waste.

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3.03 RECYCLABLE MATERIALS AND BULKY WASTE DISPOSAL BY WASTE GENERATOR

Nothing in this Agreement shall be construed as requiring Customers to set out Recyclable Materials or Bulky Waste for Collection by Collector. Customers may dispose of Recyclable Materials and Bulky Waste by other appropriate means, including but not limited to, taking Recyclable Materials or Bulky Waste to drop-off facilities and donating or selling such items to private or public entities.

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ARTICLE 4. COLLECTION SERVICES

4.01 GENERAL

The professional services to be rendered by Collector 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 Collector of the duty to furnish all other items as may be required, whether enumerated elsewhere in the Agreement or not.

The professional services to be rendered by Collector pursuant to this Agreement shall be accomplished in a thorough and professional manner so that all Customers 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 Collector 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.

4.02 REFUSE COLLECTION

4.02.1 Residential Premises Refuse Collection

Collector shall collect and remove Refuse from all Residential Premises once per week from Collector-provided Carts. Collector shall provide each Customer with a ninety-six (96) gallon Cart as the default service. Customers may request to substitute the ninety-six (96) gallon Cart with either a sixty-four (64) gallon or a thirty-two (32) gallon Cart. No discount will be given for using smaller carts.

Customers that regularly require more than 96 gallons of Refuse Cart capacity may request additional Refuse Carts for an additional charge per Cart per month

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in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Collector shall Collect Carts curbside unless the Customer has requested Cart Roll-Out Service and has agreed to pay the applicable premium service Rate, or has completed and signed an annual application for disabled Persons with the City. In such case, Collector shall Collect Carts from and return Carts to the alternative service location (such as the side yard or back yard) specified by the Customer. Cart roll-out service will be offered at no additional charge to disabled customers who complete an annual verification process approved by the City.

Collection of Green Waste, Recyclable Materials, and Refuse from the Residential Premises shall occur on the same day each week.

4.02.3 Multi-Family and Commercial Premises Refuse Collection

Collector shall collect Refuse from Multi-Family and Commercial Premises as frequently as scheduled by Customer, but not less than once per week and more frequently if required to handle the waste generated at the Premises where the Bins are located. The Collector shall provide containers as part of the Collection Service at rates set forth in Exhibit 1. The size of the container and the frequency (above the minimum) of Collection shall be determined between the Customer and the Collector. Size and frequency shall be sufficient to provide that no Refuse need be placed outside the Bin.

Specifically, the Collector shall offer the following Collection Service methodologies to Commercial Customers:

1. Individual Bin or Cart Service. Collector shall allow each Multi-Family and Commercial Premises to use 96-Gallon Carts, Bins, Compactors, or Roll-Off Boxes for Refuse Collection.
2. Centralized Bin or Cart Service. Collector shall allow each Multi-Family and Commercial Premises to use Bins or Carts for Refuse Collection that are

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shared by the Occupants of two or more adjacent Commercial Premises. In such case, Collector shall provide one or more Carts or Bins as requested by the Customer(s) provided that capacity shall be sufficient to provide that no Refuse need be placed outside the Container(s).

3. Permanent Roll-Off Boxes and Compactors. Collector shall allow a Customer to use a Roll-Off Box or Compactor for Refuse Collection to meet the Customer's permanent Disposal needs. In such case, Collector shall provide Customer with a choice of Container capacities including ten (10), twenty (20), thirty (30) and forty (40) cubic yards. Collector shall offer Customers the option to purchase or lease Compactors through either the Collector or an outside vendor. Regular maintenance of Compactors shall be provided by Collector (or outside vendor) as frequently as needed to keep the Compactors in good working order and functioning at high compaction levels.
4. Roll-Out (Scout) Services. Collector shall be required to service bins stored within 50 feet of the public right-of-way if egress to the bins is paved and the slope is less than 7%. Otherwise, Customer may put bin out for access or subscribe to Roll-Out service. Collector shall provide "Roll-Out" Services as requested by the Customer for an additional charge per bin per month in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement. Roll-Out Services shall include, but not be limited to moving manually or by a specialized "scout" truck the Bins or Carts from their storage location for Collection and returning the Bins or Carts to their storage location.

4.02.4 City Facilities Refuse Collection

Collector shall collect Refuse from City Facilities including park, sidewalk and bus stop container service, as frequently as scheduled by the City, but not less than once per week. City Facilities will be provided Collection Services at "no charge". Collector shall allow each City Facility to use Carts, Bins, locks, Compactors, or Roll-Off Boxes for Refuse Collection, as determined by City.

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4.03 RECYCLING COLLECTION

4.03.1 Residential Premises Source-Separated Single-Stream Recycling Collection

Collector shall collect and remove Source-Separated Single-Stream Recyclable Materials from Residential Premises once per week from Collector-provided Carts. Collector shall provide each Customer with a ninety-six (96) gallon Cart as the default service. Customers may request to substitute the ninety-six (96) gallon Cart with either a thirty-two (32) gallon or a sixty-four (64) gallon Cart. Customers that regularly require more than 96 gallons of Recycling Cart capacity may request additional Recycling Carts. No extra fee may be charged for recycling service or additional Recycling Carts, and no discounts given for using smaller carts.

Collector shall collect Carts curbside unless the Customer has requested Cart Roll-Out Service and has agreed to pay the premium service rate, or has completed and signed an annual application for disabled Persons with the City. In such case, Collector shall collect Carts from and return Carts to the alternative service location (such as the side yard or back yard) specified by the Customer. Cart roll-out service will be provided at no additional charge to disabled customers who complete an annual verification process approved by the City.

4.03.2 Multi-Family and Commercial Premises Source-Separated Single-Stream Recycling Collection

Multi-Family and Commercial Customers shall have the option of voluntarily subscribing to Source-Separated Recyclables Collection Services and shall pay Collector for such service in accordance with applicable Rates. Collector shall collect Source-Separated Recyclables from Multi-Family Residential Complexes and Commercial Premises that have subscribed to Source-Separated Recyclables Collection Service as frequently as scheduled by Customer, but not less than once per week. Collector shall allow Multi-Family and Commercial

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Customers to select a Collection Service method that best suits the needs of its Premises. Specifically, the Collector shall offer the Containers and service choices that are similar to that offered for Commercial Refuse Collection pursuant to Section 4.02.3. Collector shall collect Source-Segregated Recyclables at the location agreed upon by Collector and Customer. The designated collection location, if disputed by Customer or Collector, shall be determined by the City.

4.03.3 Marketing and Sale of Recyclable Materials

Collector shall be responsible for marketing and sale of all Recyclable Materials Collected pursuant to this Agreement. Collector may retain revenue from the sale of Recyclable Materials and shall provide the City with an annual portion of the sales as specified in Section 8.07.

4.03.4 Compliance with AB 939

Notwithstanding the provisions of Section 4.03.2, to comply with AB 939, Collector will provide one 96-gallon Recycling Carts for collection of recyclables to Multi-Family Premises at no additional charge. Collector will provide, at minimum, one Recycling Cart per Multi-Family Premises and will provide additional Recycling Carts based on a ratio of one (1) Recycling Cart per nine (9) cubic yards of refuse service per week as illustrated below.

Refuse Service (Cubic Yards per Week)	Recycling Carts
9	1
18	2
27	3
36	4

The Recycling Carts will be delivered with a “how-to” brochure with instructions and a legal summary of AB 341.

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In addition, Collector will develop and implement A/B routing for collection of refuse from Commercial and Multi-Family Premises. Route A will be for collection of “dry waste” which will consist of customers that generate non-putrescible waste such as retail locations, offices, warehouses, liquor stores, strip malls, industrial sites, and commercial strip malls. Route B will be for collection of “wet waste” which will consist of Multi-Family Premises and other customers that generate putrescible waste such as restaurants, institutional waste generators, etc. The A/B routes will be created so that route A (dry route) will represent 30% of the refuse collected in weight and route B (wet route) will represent 70% of the refuse collected in weight. The refuse collected on Route A will be transported to Grand Central Recycling and Transfer located in the City of Industry for processing where a minimum of 30% of the material will be recovered and diverted from landfill disposal. The refuse collected on Route B will be transported directly to Olinda Alpha landfill.

4.03.5 Compliance with AB 341

Collector shall offer and provide a recycling program that at a minimum meets the standards required under AB 341. Collector shall be responsible for ensuring that the recycling program achieves the required diversion rates specified in this Agreement and may be required to modify its program from time to time, at no additional cost to the City or Customers, to meet such diversion requirements.

Collector shall produce, keep current, and provide public information specifically outlining its recycling program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City.

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4.04 GREEN WASTE RECYCLING COLLECTION

4.04.1 Residential Premises Green Waste Collection

Collector shall collect Source-Separated Green Waste from Residential Premises once per week from Collector-provided Carts. Collector shall provide each Customer with a ninety-six (96) gallon Cart as the default service. Customers may request to substitute the ninety-six (96) gallon Cart with either a thirty-two (32) gallon or a sixty-four (64) gallon Cart. No discounts will be given for using smaller carts or no carts. Customers that regularly require more than 96 gallons of Green Waste Cart capacity may request additional Green Waste Carts at no additional charge for the first additional cart and at an additional charge for each additional cart beyond the first two (2) carts per month in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Collector shall collect Carts curbside unless the Customer has requested Roll-Out Service and has agreed to pay the applicable premium service rate, or has completed and signed an annual application for disabled Persons with the City. In such case, Collector shall collect Carts from and return Carts to the alternative service location (such as the side yard or back yard) specified by the Customer. Cart roll-out service will be provided at no additional charge to disabled customers who complete an annual verification process approved by the City.

4.04.2 Multi-Family and Commercial Premises Green Waste Collection

Multi-Family and Commercial Customers shall have the option of voluntarily subscribing to Green Waste Collection Services and shall pay Collector for such service in accordance with applicable Rates. Collector shall collect Source-Separated Green Waste from Multi-Family Residential Complexes and Commercial Premises that have subscribed to Green Waste Collection Service as frequently as scheduled by Customer, but not less than once per week. Collector shall allow Multi-Family and Commercial Customers to select a

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Collection Service method that best suits the needs of its Premises. Specifically, the Collector shall offer the Containers and service choices that are similar to that offered for Commercial Refuse Collection pursuant to Section 4.02.3. Collector shall collect Green Waste at the location agreed upon by Collector and Customer. The designated collection location, if disputed by Customer or Collector, shall be determined by the City.

4.04.3 Annual Holiday Tree Recycling Collection

Annually, commencing the day after December 25 and ending the third Saturday in January, the Collector shall collect Holiday Trees from Residential and Multi-Family Premises. Residential Customers are required to place the Holiday Trees curbside on the scheduled Collection day for Solid Waste. Holiday Trees must be cut into lengths no longer than six feet (6'), be free of ornaments, garlands, tinsel and flocking, and stands must be removed. Holiday Trees from Multi-Family Premises will be collected on Customer's normal collection days at Customer's collection location for Solid Waste.

Collector shall deliver the collected Holiday Trees to an appropriate facility for processing. This annual service shall be provided at no additional charge.

4.05 ON-CALL BULKY WASTE & ELECTRONIC-WASTE COLLECTION SERVICE

4.05.1 Residential and Multi-Family Premises On-Call Bulky Waste & E-Waste Collection

The Collector shall provide Bulky Waste and Electronic Waste Collection Service to all Customers at Residential and Multi-Family Premises in the Service Area whose Bulky Waste have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by the Collector and Customer, that will provide safe and efficient accessibility to the Collector's Collection crew and vehicle.

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Customers will be instructed to provide Collector with a minimum of forty-eight (48) hours' notice of the need for Bulky Waste Collection Service, which shall take place on the Customer's regular Collection day.

Customers at Residential and Multi-Family Premises are entitled to set out a total of twelve (12) items per year in any combination of collection days and number of items per year per Premises at no additional charge. For example, Customers may set out twelve (12) items for a single collection, or one (1) item on twelve (12) separate collection days or any other combination of items and collections not to exceed twelve (12) total items per year per Premises.

4.05.2 Commercial On-Call Bulky Waste Collection

Collector shall provide Bulky Waste Pickup service for Commercial Customers and may charge a fee for service in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

4.05.3 Bulky Waste Collection Restrictions

The following applies to items Collected under this Section:

- No single item that cannot be handled by two workers will be accepted.
- The following items will not be picked up: Hazardous Substances and Hazardous Waste. Waste oil, antifreeze, Universal Waste and Electronic Waste shall be collected and disposed of in accordance with Section 4.06.
- Vehicles used for Collection of Bulky Waste shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

4.05.4 Bulky Waste Containing Freon

In the event Collector collects Bulky Waste that contains Freon, Collector shall handle such Bulky Waste in a manner such that the Bulky Waste is not subject to

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regulation as hazardous waste under applicable state and federal laws or regulations.

4.05.5 Maximum Reuse and Recycling

Collector shall dispose of Bulky Waste collected from Customers pursuant to this Agreement in accordance with the following hierarchy:

- Reuse as is (where energy efficiency is not compromised)
- Disassemble for reuse or Recycling
- Recycle
- Disposal

Collector shall not landfill such Bulky Waste unless the Bulky Waste cannot be reused or recycled. Collector shall record by class and weight (in tons) the Solid Waste Collected under this Section 4.05, and shall record the kinds and weights (in tons) of Solid Waste diverted, if any, from landfilling through Recycling, reuse, Transformation or other means of diversion.

4.05.6 City Direction of Bulky Waste

City reserves the right to direct Collector to take Bulky Waste collected pursuant to this Section to a designated site or sites for the purpose of permitting Persons who will reuse or recycle such Bulky Waste to obtain the Bulky Waste at no cost. Collector shall have no obligation to dispose of the Bulky Waste or Bulky Waste residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Bulky Waste.

4.06 HOUSEHOLD HAZARDOUS WASTE, UNIVERSAL WASTE & ELECTRONIC WASTE

4.06.1 Household Hazardous Waste Collection from Residential and Multi-Family Premises

Collector will provide, either directly, or through a City-approved subcontractor, two (2), annual citywide Household Hazardous Waste Collection Events at no

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additional charge. Electronic Waste will be accepted at each annual citywide Household Hazardous Waste Collection events at no additional charge. The dates and locations of the Events will be coordinated with Cypress City Staff. Customers from Residential and Multi-Family Premises will be allowed to drop off unlimited items at the two events and the acceptable times will include, at a minimum the items listed on the following page.

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ACCEPTABLE WASTE:

Garden Chemicals

- Insect sprays
- Weed killers
- Other poisons
- Fertilizer

Swimming Pool Chemicals

- Pool acid
- Chlorine: tablets, liquid

Automotive Waste

- Motor oil
- Antifreeze
- Waxes
- Polishes
- Cleaners
- Brake fluid
- Gasoline
- Used oil filters
- Oily rags
- Transmission fluid
- Windshield washer fluid
- Hydraulic fluid
- Automotive batteries

Paint Products

- Oil-based paint
- Latex paint
- Spray paint
- Stripper
- Stains
- Caulking
- Wood preservative
- Glue
- Thinner

Household Cleaners

- Bleach
- Cleaning compounds
- Floor stripper
- Drain cleaner
- Tile remover and cleaners
- Rust remover

E-Waste

- Consumer electronics such as TVs, CRTs, computer monitors, CPUs, laptop computers, and peripherals

Misc. Household

- Household batteries
- Thermometers
- Fluorescent tubes
- Thermometers
- Hobby glue
- Artist's paint
- Pharmaceuticals and Medicines (non-controlled)
- Sharps

UNACCEPTABLE WASTE:

- Ammunition
- Appliances (larger than microwave)
- Asbestos
- Biological waste
- Commercial chemicals (for business use)
- Construction materials
- Driveway sealer (more than five gallons)
- Radioactive materials
- Explosives
- Fire extinguishers
- Leaking containers
- Liquid mercury
- Pressurized cylinders
- Smoke detectors
- Tires
- Trash
- Unknowns (must be tested)
- Waste in 6-gallon or larger container

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4.06.2 Curbside Household Battery and Cell Phone Collection from Residential Premises

Collector will provide weekly, curbside Collection of household batteries and Cell Phones to Residential Premises. Customers may place household batteries in sealed plastic bags (i.e. zippered plastic sandwich bag) and Cell Phones in separate sealed plastic bags and place the sealed plastic bag on top of the Recycling Cart on their regularly scheduled service day for Collection.

4.06.3 On-Call Electronic Waste and Universal Waste Collection from Commercial Premises and City Facilities

Collector will provide, either directly, or through a City-approved subcontractor, an on-call Electronic Waste and Universal Waste Collection Service to Commercial Premises in accordance with rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement, and to City Facilities within twenty-four (24) hours notification at no charge. Acceptable items for collection are as follows;

1. Electronic devices: Includes any electronic device that is a hazardous waste (with or without a Cathode Ray Tube (CRT)), including televisions, computer monitors, cell phones, VCRs, computer CPUs and portable DVD players.
2. Batteries: Most household-type batteries, including rechargeable nickel-cadmium batteries, silver button batteries, mercury batteries, alkaline batteries and other batteries that exhibit a characteristic of a hazardous waste
3. Electric lamps: Fluorescent tubes and bulbs, high intensity discharge lamps, sodium vapor lamps and electric lamps that contain added mercury, as well as any other lamp that exhibits a characteristic of a hazardous waste. (e.g., lead).
4. Mercury-containing equipment: Thermostats, mercury switches, mercury thermometers, pressure or vacuum gauges, dilators and weighted tubing,

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mercury rubber flooring, mercury gas flow regulators, dental amalgams, counterweights, dampers and mercury added novelties such as jewelry, ornaments and footwear.

5. CRTs: The glass picture tubes removed from devices such as televisions and computer monitors.
6. CRT glass: A cathode ray tube that has been accidentally broken or processed for recycling.
7. Non-empty aerosol cans

4.06.4 Used Motor Oil Disposal Drop-Off Program

The Collector shall accept Used Motor Oil that is dropped off by Residential and Multi-Family Customers for disposal at the Collector's Operations Yard in Orange County, at no additional charge to the Customer,

4.07 RESIDENTIAL SHARPS PROGRAM

For Residential and Multi-Family Premises, the Collector will provide a sharps discard program, in accordance with applicable laws, at no additional charge to the City or customer. Within one week of a residential customer's request the Collector will deliver an empty Sharps container kit, pre-paid postage and disposal kit. Upon returning the initial mail-in sharps discard kit, a residential customer is eligible to request a 1-gallon or 2-gallon container from the Collector up to four times per year.

4.08 CITY-SPONSORED SERVICES AND EVENTS

4.08.1 Provision of Products and Services for City-Sponsored Events

Collector shall provide Solid Waste and Recycling Collection and Disposal/processing service, as well as a community education booth and outreach materials, for all City-sponsored events at no additional charge. Customers will be provided Solid Waste, Recycling and Green Waste capacity at the appropriate service levels for each venue or event, as determined by City.

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When requested by event organizers, Solid Waste and Recycling Collection Service, special event boxes and liners will be provided for each venue or event. Available cart sizes include 64 and 96 gallons. Available bin sizes include 2, 3, and 4 cubic yards. Available Roll-Off Box sizes include 10, 20, 30 and 40 cubic yards. Collection frequency will be provided as needed by the Customer.

The following is a list of the minimum annual events for which services will be provided:

- Cypress 5K/10K Run
- Cypress Community Festival
- Concerts on the Green [Up to nine (9) separate concerts]
- Easter Egg Hunt
- Cypress Nature Park Clean-up Events
- Holiday Sing
- Two additional events may be designated by the City.

Additionally, the Collector will participate in all City-sponsored events with a community education and outreach materials booth for distribution of materials, recycling games and prizes, educational handouts, newsletters, promotions and other materials available and approved by the City, at no additional charge.

4.08.2 Provision of Financial Support for City-Sponsored Events

Collector shall provide payment to the City to cover all costs for the following services in support of conducting the annual Cypress Community Festival:

- Arrange for and provide, a maximum of thirty (30), portable toilets and five (5) hand wash stations
- Arrange for and provide, the installation of a maximum of 2,100 linear feet of 6' high, temporary fencing on site.

Selection of materials and placement of services shall be approved by the City.

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4.08.3 Provision of Bus Stop and Sidewalk Container Service

Collector will service all 55-gallon cans at the designated locations as identified in Exhibit 4 at no charge. Service shall include collection of waste and replacement of plastic liners with a new liner of heavy strength and 55-gallon volume. Coordination of schedule will be made with City staff.

4.08.4 Citywide Free Disposal Day Events

Two days annually, Collector shall provide Cypress residents with the opportunity to deliver any and all Solid Waste for the purpose of disposal or recycling. This will involve the staging of no less than four (4), 40 cubic yard open top roll-offs to collect the unwanted materials. The dates and locations of the Events will be coordinated with Cypress City Staff.

4.08.5 Abandoned Bulky Waste Pickup

Collector will pick up abandoned bulky waste within twenty-four (24) hours of notice from the public right-of-way areas described herein and further identified in Exhibits 4 and 5, at no additional charge.

- Alley located south of Lime Ave., on both the east and west sides of Valley View;
- Alley east of Walker St., running north from Danny Ave. to St. Anne Ave.;
- Sumner Place, from Merten Ave. north to Crescent Ave.

The twenty-four (24) hour time requirement will apply Monday through Friday. Calls received on Friday after 2:00 p.m. shall have the bulky waste picked up on Monday.

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**ARTICLE 5. DISPOSAL, PROCESSING AND DIVERSION
REQUIREMENTS**

5.01 TRANSPORTATION OF SOLID WASTE

Collector shall transport all Refuse Collected to the Transfer Station, MRF, Transformation Facility or Disposal Site. Collector agrees to make all reasonable efforts to separate Recyclable Materials from Refuse for diversion from landfill Disposal.

Collector shall maintain accurate records of the quantities of Solid Waste transported to the Transfer Station, MRF, Transformation Facility or Disposal Site and will cooperate with City in any audits or investigations of such quantities.

Collector shall cooperate with the operator of any Transfer Station, MRF, Transformation Facility or Disposal Site with regard to operations therein, including, for example, complying with directions from the operator to unload Collection vehicles in designated areas, accommodating to maintenance operations and construction of new facilities, cooperating with its Hazardous Waste exclusion program, and so forth.

5.02 DISPOSAL OF REFUSE

The Collector shall dispose of Refuse Collected, but not sent to a processing or Transformation Facility, at the Disposal Site.

5.03 STATUS OF DISPOSAL SITE

Any Disposal Site utilized by Collector shall be designed and constructed in accordance with 23 California Code of Regulations Section 2510 et seq. ("Subchapter 15"). Any such Disposal Facility shall have been issued all permits from federal, state, regional, county and city agencies necessary for it to operate as a Class III Sanitary Landfill and be in full regulatory compliance with all such

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permits. The Orange County Landfill System is the designated Disposal Site as of the effective date of this Agreement.

5.04 GREEN WASTE PROCESSING SERVICES

Collector shall deliver all Collected Green Waste to a fully permitted Green Waste Processing Facility or a fully permitted Green Waste transfer station. All expenses related to Green Waste processing and marketing will be the sole responsibility of Collector. Collector shall ensure that all Green Waste collected pursuant to this Agreement are diverted from the landfill in accordance with the Act and any subsequent or other applicable legislation and regulations. Collector shall ensure that the Green Waste collected pursuant to this Agreement is not disposed of in a landfill, except as a residue resulting from processing. Collector must provide end uses for Green Waste that maximize diversion credits for City according to regulations established by CalRecycle. Green Waste may be used as Alternative Daily Cover to the extent that the City will get full diversion credit for its use. Collector is responsible for monitoring how the Green Waste will be diverted at selected facilities and for selecting alternative facilities if necessary to ensure full diversion credit. Failure to do so places the Collector in default. City has the option, but not obligation, to direct Collector where to deliver the material.

5.05 MINIMUM RECYCLING REQUIREMENTS

Collector shall recycle or divert from landfilling sufficient waste to ensure that the City meets current state law requirements for diversion Citywide. For calendar year 2016, Collector shall be considered to have met this requirement under this Agreement if the City's annual report to CalRecycle shows a greater than 50% diversion rate and if CalRecycle approves the City's reports as having a greater than 50% diversion rate in connection with efforts to meet the State-mandated diversion mandate.

Beginning with calendar year 2016, if the annual report the City submits to CalRecycle reflects a diversion rate of less than the State-mandated rate, or if

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such a report is later revised to reflect a rate less than the State-mandated rate, the Collector shall be liable for liquidated damages in accordance with Section 13.06 for failure to meet this mandate. If a report is revised and approved by CalRecycle to reflect a diversion rate higher than the State-mandated rate of diversion, City will reimburse Collector any liquidated damages that had been submitted based upon that year's report. As reports to the CalRecycle lag the actual collection period reported on, this requirement and liability for liquidated damages will extend beyond Collector's provision of Collection Services under this Agreement.

If the State increases waste diversion requirements, or the City increases waste diversion requirements, Collector may request a rate adjustment pursuant to Section 14.07 for the additional waste diversion requirements services that may be required, and the provisions of this Section will apply using the higher State-mandated diversion rate.

5.06 FAILURE TO MEET MINIMUM REQUIREMENTS

Upon Collector's failure to meet the minimum waste diversion requirements set forth above in Section 5.05, and if the City determines that the Collector has not met waste diversion from the services and programs contemplated under this Agreement, the Collector agrees to implement programs and provide equipment necessary in order for the City to meet State-mandated diversion requirements. Such programs and equipment may include additional public education efforts, on-site business waste audits, additional recycling carts or bins at multi-family complexes, high grading of commercial loads, secondary processing of commercial solid waste, and processing of Construction and Demolition Waste from Roll-Off Boxes.

5.07 OWNERSHIP OF SOLID WASTE

City and Collector understand and agree that it is Collector, and not City, who will arrange to collect Solid Waste, that City has not, and, by this Agreement does

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not, instruct Collector on its Collection methods, nor supervise the Collection process; nor do the Parties intend to place title to Solid Waste collected by Collector in City. Rather, the Parties intend that whatever, if any, title in and to the Solid Waste that is collected by Collector which otherwise might exist in or with City in the absence of this Agreement is hereby transferred to Collector; and further that if Collector gains title to such Solid Waste it is by operation of law and agreement with its Customers and is not the result of this Agreement. At no time does City obtain any right of ownership or possession of Solid Waste or Recyclable Materials placed for Collection, and nothing in this Agreement shall be construed as giving rise to any inference that City has any such rights. City and Collector agree that, for the purposes of the Uniform Commercial Code and all other laws imposing liability for defective products, it is Collector, and not City which is to be considered the merchant of goods recycled pursuant to this Agreement. Subject to the provisions of this Agreement, and unless City exercises its rights to direct the location for Disposal and processing of Solid Waste, Collector shall have the right to retain, Recycle, process, dispose of, and otherwise use Solid Waste collected pursuant to the terms hereof in any lawful fashion or for any lawful purpose; and, further, 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.

5.08 FLOW CONTROL – RESERVATION OF RIGHTS

City reserves the right, as and if necessary, to exercise “flow control” i.e., the right to select disposal facilities and materials recovery facilities to which the Solid Waste to be collected pursuant to this Agreement is to be taken. In the event City directs Collector to transport Solid Waste to a particular disposal or other facility, City and Collector agree to use their best efforts to obtain indemnification against CERCLA, RCRA and related claims from the operator of the landfill or other destination to which Solid Waste collected pursuant to this Agreement is taken for disposal. In the event that City selects a transfer or disposal facility,

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Collector shall be entitled to a rate adjustment to offset for any substantiated increase in expenses resulting from the City's exercise of flow control.

5.09 CONSTRUCTION AND DEMOLITION MATERIAL PROCESSING AND DIVERSION

Collector will comply with the requirements of City Ordinance No. 1097 related to diversion of Construction and Demolition Waste Materials which requires that all Construction and Demolition Waste Materials that are generated by covered projects in the City are processed at a facility or facilities that cause not less than 50 percent of those materials to be diverted from landfills. Collector agrees to transport all Construction and Demolition Waste Materials collected within the Service Area to the Grand Central Transfer & Recycling facility located in the City of Industry for processing and recovery recyclable materials resulting in a minimum 75% diversion from landfill disposal. The cost per ton for processing Construction and Demolition material will be in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

5.10 DEVELOPMENT OF ORGANIC WASTE RECYCLING PROGRAM TO COMPLY WITH AB1826

Collector will develop and provide an organic waste recycling program that at minimum meets the standards required under AB 1826.

Initially, Collector will deliver organic waste collected under this program to Martin Foods and Organics Recycling located at 8755 Chino Corona Road, Corona, 92880, Chino. The program will include source-separated bakery and dry goods; and, source-separated produce and kitchen prep. Items accepted will include, but not be limited to, bread, grocery, restaurant food preparation organics, produce, outdated or expired food and food preparation organics. Unless and until State law requires recycling of meat, fish or liquids, no meat, fish or liquids will be accepted at this location. Collector shall be responsible for identifying Customers required to participate in the organics waste recycling program. Collector will offer

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organic waste collection in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Collector shall be responsible for ensuring that the organics waste recycling program meets the requirements of AB 1826 and may be required to modify its program from time to time.

Collector shall produce, keep current, and provide public information specifically outlining its organics waste recycling program, which shall specifically include the annual publication and distribution of a brochure describing this service to all applicable Customers in City.

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ARTICLE 6. OTHER SERVICES

6.01 RESPONSIBILITY FOR SERVICE BILLING AND COLLECTION

The Collector shall be responsible for the billing and collection of payments for all Multi-Family and Commercial Collection Services within the Service Area. The City will be responsible for the billing and collection of payments for Residential Services. The Collector shall reimburse the City to cover the City's cost of Residential Services Customer billing as outlined below. Notwithstanding the proceeding provision, the Collector shall not bill for Collection Services provided to City Facilities.

6.01.1 Billing Service Requirements

Residential Service Billing Reimbursement

The Collector shall reimburse the City to cover the City's cost of Residential Service billing. Payment shall be made on a monthly basis in twelve (12) equal increments as a deduction from the City's payment for Residential services.

Billing Audits

The Collector will be required to conduct billing audits of Collector's records regarding all Multi-Family and Commercial customers during Agreement Years three (3), six (6) and nine (9) of the Agreement with the City maintaining the right to engage a third party to conduct an independent audit.

Records

Collector shall maintain, for inspection by the City, copies of all billings and receipts, in chronological order, for a period of five (5) years after the date of service. Collector shall maintain those records in electronic format. City staff or

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representatives shall be given access to such records upon one (1) Business Day notice.

Annual Rate Notification

Collector must annually, within 60 days prior to the effective date of a rate change, prepare and distribute a notice to each customer setting forth the Collector's rates, annual holiday schedule, recycling programs offered, and a general summary of services required to be provided and optional services that may be furnished by Collector. Notice may be included as part of the Collector's public education plan described in Section 6.03.

Multi-Family and Commercial Billing

Bills must be itemized by type of service, but may not designate that portion of a customer's bill attributable to the franchise fee as a separate line item. All bills must carry a due date, not "due upon receipt." Bill must be itemized, but may not designate that portion of a customer's bill attributable to the franchise fee as a separate item. Collector will bill all customers directly on a monthly basis, 30 days in advance. To start service, new customers will pay a pro-rated first month's service in advance.

Roll-Off Box and Temporary Bin Customers

For individually serviced Customers who request Roll-Off Box (including temporary bin) service, the Collector will accept major credit cards for payment. Individually serviced customers who do not use credit cards may be required to post a security deposit or to pay on a "Cash on Delivery" (C.O.D.) basis. For all other Roll-Off Box customers, the Collector will invoice monthly or semi-monthly in arrears with payment due within 15 days from the invoice date.

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Automated Billing Payment

In an effort to reduce paper waste, Collector shall make available to all Multi-Family and Commercial Customers an automated billing and payment system at no additional charge. This system will be website based and allow customers to view and pay bills through Collector's website. Through the Collector's website, Customers may request to cease paper billing and receive all bills through e-mail and/or Collector's website. Collector will ensure that the electronic billing and payment website conforms to industry-standard practices for electronic commerce security. Collector must ensure that these customers are compiled in a list to ensure that billing inserts are mailed directly. Collector shall promote the website-based billing and payment system on all paper bills sent to Customers.

Rates

The maximum rates for the types of services provided shall be as described in Exhibit 1 and as adjusted annually pursuant to Section 9. Collector shall bill and collect at rates that do not exceed the maximum rates established by this Agreement.

Partial Month Service for Multi-Family and Commercial Premises

If, during a month, service is added to or deleted from a multi-family or a commercial premises, the Collector's Billing shall be pro-rated based on the weekly service rate [weekly service rate shall be the monthly service rate divided by four (4)] times the number of actual weeks in the month that service was provided to the Customer.

Delinquent Service Accounts

Collector may pursue collection of delinquent accounts by every means reasonably available to Collector, including delinquency letters, telephone calls, employment of collection agencies, and small claims court.

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Once payment is 30 days past due, Collector must send to the Multi-Family or Commercial Customer a notice that service will be suspended if payment is not made within an additional 30 days. Collector may charge a late fee for delinquent accounts in accordance with the rates set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement. Service may only be suspended after these minimum time periods and notice. City will not be responsible for or assist with the collection of delinquent accounts.

6.02 CUSTOMER SERVICE

All service inquiries and complaints shall be directed to the Collector. Per Section 7.04.1, the Collector will establish a local office to serve as a call center and as an administrative office. A representative of the Collector shall be available to receive the complaints during normal business hours. The local office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to Noon on Saturday.

The Call Center and Administrative Office will perform the following functions at a minimum:

- Customer service and transition questions
- Receipt of payments for services
- Adjusting service levels and billings
- Missed collection procedures
- Ordering of carts, bins and roll-offs
- Storage and distribution of brochures and public education materials
- Dispatching for all Cypress franchise collection and service vehicles
- Correction notices and guide to respond
- Bulky waste, battery and E-Waste drop off
- Directions to Valley Vista Services Corporate Yard for used motor oil disposal
- Maps to Orange County Household Hazardous Waste Collection sites

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All service complaints will be handled by the Collector in a prompt and efficient manner. In the case of a dispute between the Collector and a Customer, the matter will be reviewed and a decision made by the Contract Officer.

- For those complaints related to missed Collections that are received by 4:00 P.M., the Collector will return to the Customer address and collect the missed materials before the end of the same business day. For those complaints related to missed Collections that are received after 4:01 p.m. on a Work Day, the Collector shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of carts or bins, the appropriate Sections of this Agreement shall apply.
- Collector agrees that it is in the best interest of the City that all Residential Waste and Recyclable Materials be collected on the scheduled Collection Day. Accordingly, missed Collections will normally be collected as set forth above regardless of the reason that the Collection was missed. In the event a Customer requests missed Collection Service more than two (2) times in any consecutive two (2) month period, the Contract Officer will work with the Collector to determine an appropriate resolution to that situation. In the event the Collector believes any complaint to be without merit, Collector shall notify the Contract Officer by e-mail. The Contract Officer will consider all disputed complaints and render a decision.
- Collector's service and emergency telephone numbers shall be accessible by a local (Cypress) telephone number. The telephone number(s) shall be listed in the area's telephone directories under the Collector's name in the White Pages and Yellow Pages and available on the Collector's website. Collector shall also provide a toll-free number.
- The Collector will conduct customer call backs in the following manner: For customer messages left before 5:00 p.m., all "call backs" will be attempted at least one time prior to 6:00 p.m. on the day of the call. For all customer messages left after 5:00 p.m., all "call backs" will be attempted at least one time before noon the next Work Day. If the Cypress customer service

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representative is unable to reach the customer on the next Work Day, a voice message will be left and coded by the Cypress customer service representative.

- The Collector shall provide City staff and Council Members with an after-hours and weekend direct line to the Operations Manager for urgent requests unable to wait for the next business day.

6.02.1 Complaint Documentation

Service complaints received by City shall be directed to Collector. Collector shall keep daily logs of complaints forwarded to it for a minimum of three (3) years.

Collector shall log all complaints received, including the date and time the complaint was received, the name, address and telephone number of the caller/complainant, a description of the complaint, the name of the employee recording the complaint and the action taken by Collector to respond to and remedy the complaint. Log shall also include each instance that Solid Waste and/or Recyclables are not collected and the form of notification used to inform the participants of the reasons of non-Collection and the end result or means of resolution of the incident.

All written Customer complaints and inquiries shall be date-stamped when received. All oral Customer complaints shall be recorded in a logbook. Receipt of all complaints, both written and oral shall be acknowledged to Customer within one (1) business day of receipt. Collector shall use best efforts to resolve complaints within two (2) business days and must respond in writing to all complaints within five (5) business days of receipt. Collector shall log action taken by Collector to respond to and remedy the complaint.

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

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6.02.2 Resolution of Customer Complaints

Should Collector and Customers not be able to resolve a complaint, not be able to establish a mutually acceptable fee to be charged for services not included on the approved rate schedule, or otherwise disagree, the matter shall be determined by the City, whose decision shall be final.

Intervention by City is not a condition precedent to any rights or remedies third parties might otherwise have in any dispute with Collector. Nothing in this section is intended to affect the remedies of third parties against Collector.

6.02.3 Emergency Contact

The Collector shall provide the Contract Officer with an emergency phone number where the Collector can be reached in person, not by voice-mail, at all times, twenty-four (24) hours per day.

6.02.4 Multilingual/TDD Service

Collector shall at all times maintain the capability of responding to telephone calls in English, Spanish and other languages necessary for communication between Collector and its service recipients. Collector shall at all times maintain the capability or responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

6.02.5 Customer Calls

During office hours, Collector shall maintain a telephone answering system capable of accepting multiple incoming calls at one time. Collector shall record all calls including any inquiries, service requests and complaints into a customer service log. The Collector will guarantee that the Cypress Call Center's Customer Service lines will be answered, on average, within the first two (2) rings by a live representative of the Collector. Collector's customer service representative shall return Customer calls. For all messages left before 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to 6:00 p.m.

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on the day of the call. For messages left after 3:00 p.m., all "call backs" shall be attempted a minimum of one time prior to noon the next Work Day. Collector shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. If Collector is unable to reach the Customer on the next Work Day, Collector shall leave a voice message, and if no voice recording is available shall send a postcard or email to the Customer on the second Work Day after the call was received.

6.02.6 Agreement Liaison

Collector shall designate in writing a "Agreement Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Agreement -related issues. The Collector must respond to all inquiries from the City within twenty-four (24) hours from the time of the inquiry. City shall have the right to approve the Collector's choice for a liaison. City shall be notified in advance of any change in Agreement Liaison.

6.02.7 Service Liaison

Collector shall designate in writing a field supervisor as "Service Liaison" who shall be responsible for working with City and/or City's designated representative(s) to resolve Customer Service-related complaints. City shall have the right to approve the Collector's choice for a liaison. City shall be notified in advance of any change in Service Liaison.

6.02.8 Customer and Program Service Evaluations and Surveys

Collector shall conduct periodic program and service evaluations involving customer's input via methods such as a return survey, website evaluation and comment forms, and bill inserts. At a minimum, the suggested timeframe for such evaluations and surveys should occur in the beginning of Year 5 and the beginning of Year 10. Results shall be shared with the City upon request.

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6.03 PUBLIC EDUCATION AND OUTREACH SERVICES

Collector acknowledges and agrees that Public Education and Outreach is a critical, key and essential element of any effort to achieve the diversion requirements mandated by the State of California including AB 939, AB 341, and AB 1826. Accordingly, Collector agrees to exploit opportunities to expand public and Customer knowledge concerning needs and methods to reduce, reuse and recycle Solid Waste and to cooperate fully with City in this regard.

Collector, at their own expense, shall prepare, submit and implement an annual Public Education and Outreach Program beyond the City's Public Education and Outreach Program. The proposed Program, including a budget, must be submitted annually for City approval no later than March 30 for the next contract year. The program must include a minimum of four campaigns per calendar year, designed to increase diversion and resident participation. Campaigns should target certain Recyclable Materials or "problem" areas of the Service Area where improvements can be maximized. Targets of outreach should be based on local trends and recycling patterns based on information obtained by both the Contract Officer and Collector staff.

6.03.1 Implementation and Ongoing Education Services

In order to promote public education, in addition to any other materials it develops, Collector shall create the following public education materials and programs at its expense, which will be distributed as indicated below. All brochures, mailings, and other educational materials are to be approved by City in advance of distribution.

- **Initial Mailing/Cart Options** – Collector will prepare and mail an initial information packet to all Customers explaining the transition from the existing Solid Waste Handling Service program to the new program as defined by this Agreement. The mailing will describe program changes, route changes, the dates of program implementation,

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Recycling and diversion programs available, and other pertinent information.

- **Instructional “How-to” Packets** – An information packet shall be provided to each Customer at the start of service under this Agreement and to each new Customer throughout the Agreement term. Collector may attach these packets to the Carts upon initial Cart distribution. This packet shall: describe available services, including available Recycling and diversion programs; provide instructions for proper use of the Carts and Bins provided (such as how to place Carts or other permitted items for Collection, the types of materials to be placed in each Cart); describe the process for exchanging default Carts for another size and requesting additional Carts; detail holiday Collection schedules; and provide billing and customer service telephone numbers. This packet will contain updated information on how to use Containers, when, where and how to place Solid Waste for Collection, and who to contact with service or billing questions, and for Bulky Waste Collection.

The packet should also clearly indicate what materials, such as syringes and other Household Hazardous Wastes (HHW), should not be disposed of in these Containers. This brochure shall include instructions on how Customers should dispose of HHW, such as information on the twice annual HHW events to be held by the Collector in the City of Cypress as well as drop-off facilities located in Orange and other available programs.

- **Container Labels and Hot Stamps** – Recycling and Green Waste Containers shall carry stickers/labels and hot stamps as described in Section 7.06.1.
- **Annual Newsletter** – Not less than once per year during each Rate Year, Collector shall prepare and distribute to each Customer a

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brochure or newsletter promoting and explaining: all Solid Waste programs offered by City and Collector (such as Recycling, Green Waste, Holiday Tree and Bulky Waste pick-ups) 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., through the twice annual collection events, the County's program or other means; Collection schedules, including holiday schedules; customers service numbers; and the procedures to begin and terminate services.

- **Corrective Action Notice** – Collector shall develop a corrective action notification form for use in instances where a Customer sets out inappropriate materials for Collection that explains the appropriate manner for Disposal of such items.
- **Website** – Collector shall develop and maintain a website with a page specific to the City. The webpage will enable City's Customers to contact Collector and will display rate schedule and size of containers, rates for additional services, FAQ's, holiday schedules, holiday tree pick-up information, special collections events, requests for on-call bulky waste collection, requests for extra pickups, service changes, cancellations to service, complaints and follow-up, understanding your invoice, proper HHW disposal procedures, identification of materials that are to be placed in Recycling Containers and other useful information. Collector will assist the City in establishing a link on the City's website to Collector's page.
- **Mobile Application** – The Collector shall consider the development and launch of a mobile application to afford the City's Customers another manner in which to conduct business with the Collector outside of the Website and Cypress Call Center offerings.

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6.03.2 Annual Collection Service Notice

Each year during the term of this Agreement, the Collector shall publish and distribute a notice to all Residential Customers regarding the Residential Service programs. The notice shall contain at a minimum; definitions of the materials to be collected, procedures for setting out the materials, service rates and discounts, maps of the Service Area indicating the days when Residential Refuse, Recycling and Green Waste Collection Services, Residential Bulky Waste Collection Services will be provided, and the customer service phone numbers. The notice shall be provided in English and other languages as directed by the City and shall be distributed by the Collector no later than June 1, 2016, during the first year of the Agreement and no later than June 1 of each year thereafter.

6.03.3 Collector Representative

Collector shall retain on its staff an individual who shall, as part of his or her job function, routinely visit civic groups, school assemblies, homeowners' associations, multi-family complexes and businesses, to promote and explain the Recycling and other programs Collector offers, and participate in demonstrations and civic events.

6.03.4 Community Events

At the direction of City, Collector shall participate in and promote Recycling and other diversion techniques at community events and local activities. Such participation would normally include providing, without cost, Collection and educational and publicity information promoting the goals of City's Solid Waste program.

6.04 WASTE GENERATION/CHARACTERIZATION STUDIES

Collector acknowledges that City must perform solid waste generation and disposal characterization studies periodically to comply with the requirements of

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state law. Collector agrees to participate and cooperate with City and its agents and to accomplish studies and data collection and prepare reports, as needed and directed by City, to determine weights and volumes of Solid Waste collected and characterize Solid Waste generated, disposed, transformed, diverted or otherwise handled/processed, by Customer type (Single-Family, Multi-Family, Commercial), to satisfy the requirements of state law.

6.05 PROGRAMS AND SERVICES

Collector shall provide additional services and programs, such as pilot programs, special studies, etc., as requested by City at a price to be mutually agreed upon between the Collector and the Contract Officer. In the event the Collector and the Contract Officer cannot reach a mutually agreed upon price for the requested service or program, City shall have the right to procure the service of other vendors or contractors to provide the requested service. In the event that the requested services and programs are required to comply with state mandates or requirements, Collector shall make the requested services and programs available to the City subject to a negotiation and rate adjustment as provided for in Section 14.07.3(b).

6.06 EMERGENCY SERVICES

In the event of a tornado, major storm, earthquake, tsunami, fire, natural disaster, or other such event, the Contract Officer may grant the Collector a variance from regular routes and schedules. As soon as practicable after such event, the Collector shall advise the Contract Officer when it is anticipated that normal routes and schedules can be resumed. The Contract Officer shall make an effort through the local news media to inform the public when regular services may be resumed. The clean-up from some events may require that the Collector hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The Collector shall receive additional compensation, above the normal compensation contained in

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this Agreement, to cover the costs of rental equipment, additional personnel, overtime hours and other documented additional expenses based on the rates set forth in Exhibit 1 to this Agreement provided the Collector has first secured written authorization and approval from the City through the Contract Officer.

Collector will provide 24-hour On-Call Emergency Response. Calls for Special Needs and Emergency Response will be regulated to include but not limited to Collector Customers experiencing the following:

1. Garbage fires
2. Used oil and hazardous fluid spills
3. Leachate emissions
4. Accidents
5. Blocked vehicles
6. Fuel spills and unintended releases
7. Hydraulic fuel spills
8. Collection vehicle fires
9. Natural disasters

The Collector's Certified First Responder will be responsible for calling the appropriate authorities in case of a potential spill, garbage fire, fuel spills and other emergencies.

To address Special Needs such as backyard collection, assistance to seniors and disabled residents, the Collector's Director of Community Relations and Emergency Response will respond with direction from Customer Service on what the Special Needs are, the account information and how to resolve the issue.

Upon resolution of Emergency Response and Special Needs, Customer Service will record the activities and response for each occurrence. This data will be submitted to the City on a monthly basis.

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6.07 NEWS MEDIA RELATIONS

Collector shall notify the Contract Officer by e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of Collector's receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Customer perception of services, Collector will discuss Collector's proposed response with the Contract Officer.

6.07.1 News Releases

Copies of draft news releases or proposed trade journal articles related to the Agreement Services shall be submitted to City for prior review and approval at least five (5) business days in advance of release, except where Collector is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case Collector shall submit such materials to City simultaneously with Collector's submittal to such regulatory agency.

6.07.2 Copies of Articles

Copies of articles resulting from media interviews or news releases shall be provided to the City within five (5) days after publication.

6.08 GRAFFITI REMOVAL

Collector shall, at its sole cost and expense, use and furnish all labor, supervision, equipment, materials, and transportation necessary for the satisfactory performance of graffiti removal services to public and private properties in the City of Cypress, as directed in conformance with all terms and conditions set forth in this Section. Ghosting or bleeding of graffiti through new surface material or original surface material is not acceptable.

Treatment for graffiti removal shall be executed on the affected areas only. Collector shall determine the most effective method(s) of removal at each

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location. The method(s) of removal shall vary depending on the condition of the surface. The City reserves the right to determine the method(s) of removal.

It is estimated that 50 percent of the graffiti removals consist of re-painting surfaces and the other 50 percent consist of sand-blasting, chemical blasting or a combination of the two.

Collector shall remove graffiti from surfaces that include, but are not limited to, the following:

Stucco Walls – Apply adequate coats of matching color exterior stucco paint to remove Graffiti.

Wood Walls – Apply adequate coats of matching exterior wood paint to remove Graffiti.

Concrete Walls – Wire brushing, painting, or the application of solvent. Use graffiti resistant sealant where necessary.

Fences – Wire brushing, painting, or the application of solvent. Use graffiti resistant sealant where necessary.

Curbs, sidewalks, signs (other than city-owned traffic signs), bridges, utility poles, and other structures – water blast, repaint, or clean with solvents.

Etched items – Etchings that can be repaired by painting shall be handled by the Collector (excluding glass or mirrors). If the Collector is aware of etched glass, it is the Collector's responsibility to report the etched glass or mirrors to the City.

At any time during the term of the Agreement, and upon request, Collector must demonstrate graffiti removal to the Public Works Director, or his designee, at a designated location, at no cost to the City.

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6.08.1 Materials and Equipment

Collector shall properly prepare all stucco, masonry, wood, metal and other exterior surfaces in a manner that will result in an acceptable bonding of the applied paint and deter the visibility of graffiti. The Collector shall use "ER-Gard E400 Elast-A-Bond" or the equivalent in the painting of exterior surfaces. The use of lead-based paint is prohibited.

Collector shall provide a gas driven airless spray-unit (minimum 2500 PSI), and a gas driven pressure washer and sandblaster (minimum 2500 PSI), and such other equipment as may be necessary to perform graffiti removal (e.g. ladders, brushes, etc.).

Collector shall exhibit the Collector's business name clearly legible on the side of transportation vehicles used in the removal of graffiti in the City of Cypress. This vehicle will also advertise a graffiti hotline maintained and operated by the Collector.

Collector shall provide Material Safety Data Sheets (MSDS) to the City for all chemicals used for graffiti removal.

6.08.2 Clean Up

All properties on which work has been performed shall be clean of all debris, dust, residue, or excess paint. All of Collector's employees shall wear clean clothing in the performance of their duties. Equipment shall be clean and maintained in a safe operating manner.

Collector and its agents shall comply with all applicable provisions of the Clean Air Act [42 USC 1857 et. seq., as amended by Public Law 91-604].

6.08.3 Emergency Request for Graffiti Removal

Collector shall promptly respond to emergency requests for graffiti removal service within two hours of notice from the City. Emergency incidents include,

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but are not limited to graffiti which contains racial slurs, is pornographic in nature or targets individuals for retaliation. City shall make the ultimate determination of what is and is not an emergency. If Collector has not responded within the two hour time frame to complete the service, City will reserve the right to hire another vendor to take care of the emergency and Collector will be required to pay \$200 for the service or the billed amount whichever is greater.

Collector's employees shall be available by cell phone for emergency response. Response to an emergency call shall be made to the City to within thirty minutes.

6.08.4 Area Survey

Collector shall survey the entire City, Monday through Friday, in order to locate and remove unreported graffiti. Graffiti sites include all public property within the City limits of Cypress including such areas as roofs and remote areas of City parks. There are approximately 106 miles of public street surface located in the City and approximately 56.39 acres of parkland. On Saturdays or Holidays, the collector shall call the Street's Supervisor at the start of the Work Day and at the end of the Work Day.

The following parks; Arnold/Cypress, Cedar Glen, Oak Knoll, and Veterans should be surveyed three times weekly. The remainder of parks (Baroldi/Sycamore, Darrel Essex, Eucalyptus, Evergreen, Hettinga/Manzanita, Laurel, Maple Grove North and South, as well as the Nature Park during the summer months) shall be surveyed twice weekly.

The only areas of exception not covered under this contract are: City traffic signs (as defined by the "Manual of Uniform Traffic Control Devices" and as determined by the Director of Public Works), City facility construction sites, CalTrans areas and unincorporated areas lying outside the boundary of the City limit, and the inside of the Orange County flood control channels. The following streets are private and do not require abatement services:

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Arbor Lane	Balboa Lane	Barclay Way	Brownstone Circle
Bryant Court	Cabrillo Way	Candlestick Lane	Carlyle Court
Casa Grande Circle	Casa Verde Drive	Cedarview	Churchill Court
Cobblestone Lane	Colgate Drive	College Circle Drive	Del Rio Way
Embassy Way	Fieldbrook Lane	Fielding Court	Grand Circle
Jacaranda Lane	Jasmine Way	Laguna Way	La Jolla Way
Lantana Way	Lido Way	Lincoln Plaza Way	Linda Lane
Lindsey Lane	Mamota Way	Montecito Way	Newport Way
Pacifico Way	Pam Court	Paloma Court	Playa Way
Plumeria Lane	Pradera Way	Primavera Lane	Promisa Way
Riva Drive	Rutgers Court	Sonora Way	Stonehenge Lane
Stratton Court	Twin Lakes Drive	Villa Way	Walker Court
Wicker Drive			

City reserves the right to determine any and all areas that should be covered under this contract.

Collector will log all locations reported on a collector provided Graffiti Hotline and include these locations on their removal schedule.

6.08.5 Continuing Duties

For the entire term of this Agreement, Collector shall remove any and all graffiti within the City on public and private property, within twenty-four (24) hours from the time of receipt by Collector of any written and oral notice to do so from the Director of Public Works, or his designee, unless there is inclement weather.

Collector at his own expense shall designate personnel to be trained with the City of Cypress' Police Department in the use of a GPS capable camera, which the City will provide to be used only within the City of Cypress boundaries. Collector will be responsible for the care and condition of the provided camera and equipment and will bear the expense of any damage or replacements of said camera and equipment.

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The photographs shall be taken in a manner that the graffiti location can be identified by an address or area around it and from a distance to be visually identifiable. All photographs will be submitted real-time.

Collector shall submit a monthly summary of activity and daily reports of services that shall include:

Daily report of location of graffiti sites, description of graffiti, work order number or police log number and a corresponding identifier to the photograph submitted on an Excel spreadsheet, either on a CD or emailed to the Contract Officer on a monthly basis with the monthly invoice.

6.08.6 Paint Matching

It is mandatory that the Collector be equipped with a laboratory capable of matching paint. A paint matching demonstration shall be provided to the Director of Public Works or his designee at any time during the contract period. Proof of the same shall be submitted prior to the issuance of any notice to proceed with performance of this Scope of Services by City's Contract Officer.

6.08.7 Guarantee

Collector shall guarantee all work done hereunder against failure due to defective materials and/or faulty workmanship for a period of one year from the date of service. City shall be sole judge of workmanship.

Collector is solely responsible for any damages caused by over-spraying while removing graffiti from public and private property.

Collector at its own expense shall satisfactorily correct any work in need of correction within five working days of said notification by City.

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6.08.8 Compliance with Law

Licenses, Permits, Fees and Assessments: Collector shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Collector shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Collector's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

Collector shall be in possession of a valid State License C-33 (Painting and Decorating) and C-61 (Sandblasting), to qualify the bidder to perform as prime contractors. Necessary City licenses may be secured after the bids are opened, but prior to executing the contract. Copies of State and City licenses shall be furnished to the City Clerk's office for their records, prior to issuance of the contract.

6.08.9 Storm Water Quality Requirements

The Santa Ana and San Diego Regional Water Quality Control Boards (RWQCB) have issued permits which govern stormwater and non-stormwater discharges resulting from areas owned and operated by the County of Orange, Orange County Flood Control District and incorporated cities of Orange County (collectively referred to as permittees). The RWQCB permits are National Pollutant Discharge Elimination System (NPDES) permits no. R8-2002-0010 and R9-2002-0001, respectively. Copies of the RWQCB permits are available for review.

In order to comply with the permit requirements, the permittees have developed a Drainage Area Management Plan (DAMP) which contains model maintenance procedures with Best Management Practices (BMPS) that parties conducting the

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municipal activities must adhere to. These model maintenance procedures apply to any party conducting municipal activities and contain pollution prevention and source control techniques to minimize the impact of those activities upon dry-weather urban runoff, stormwater runoff, and receiving water quality.

Work performed under this Agreement shall conform to the permit requirements, the DAMP, and the model maintenance procedures and must be performed as described within all applicable model maintenance procedures. Collector warrants and represents that is has considered and fully understands the model maintenance procedures applicable to activities that are being conducted under this Agreement prior to conducting them and maintain copies of the model maintenance procedures throughout the contract duration. The applicable model maintenance procedures are included as an exhibit of this Agreement. Collector shall find the most recent available model maintenance procedures at this web site.

http://www.ocwatersheds.com/StormWater/documents_bmp_intro.asp

BMPs and Related Documents: Existing Development BMPs

Industrial/Commercial

BMP #	BMP Name
IC11	Outdoor Process Equipment Operations & Maintenance
IC14	Painting, Finishing, & Coatings of Vehicles, Boats, Buildings, & Equipment
IC17	Spill Prevention & Cleanup
IC19	Vehicle & Equipment Maintenance & Repair
IC21	Waste Handling & Disposal

Evaluation of activities subject to DAMP requirements performed under this contract will be conducted to verify compliance with DAMP requirements and may be required through Collector self-evaluation as determined by City

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**ARTICLE 7. REQUIREMENTS FOR OPERATIONS, EQUIPMENT AND
PERSONNEL**

7.01 COLLECTION HOURS AND SCHEDULES

7.01.1 Day and Time of Collection

To preserve peace and quiet, no solid waste may be collected between 6:00 p.m. and 5:00 A.M. from Commercial Premises, or between 6:00 p.m. and 7:00 a.m. from Residential Premises. Collector must adjust the early morning start point of collection routes to address and minimize service complaints when warranted and as practicable.

The Contract Officer may require the Collector to change hours of operations in Residential or Commercial/Industrial areas if disruption occurs.

7.01.2 Holiday Service

The City observes New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as legal holidays. Collector shall not be required to provide Collection Services or maintain office hours on the designated holidays. In any week in which one of these holidays falls on a Work Day, Residential Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Residential Services being performed on Saturday. Any changes to the Holiday Service collection schedule may only be made as approved by the City in advance.

7.02 COLLECTION ROUTES

Ninety (90) days prior to the Commencement Date of Collection Services, the Collector shall provide for City approval maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly

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commence. If the City has not approved or requested changes within fifteen (15) business day days upon receipt of the service route maps, they shall be deemed as approved.

7.02.1 Collection Routes Changes

The Collector shall submit to the City, in writing, any proposed route change (including maps thereof) not less than sixty (60) calendar days prior to the proposed date of implementation. The Collector shall not implement any route changes without the prior review and approval of the Contract Officer and with the concurrence of the Director of Public Works/City Engineer. The Collector shall notify those Customers in writing of route changes not less than thirty (30) days before the proposed date of implementation. The Collector shall be responsible for all costs associated with the changing of the street sweeping routes related to changes in the solid waste Collection routes.

7.03 COLLECTION STANDARDS

7.03.1 Implementation of Service

The Collector's implementation of the services required by the Effective Date under this Contract shall occur in a smooth and seamless manner so that Customers and/or Generators do not experience disruption in Collection Services when services are initiated on the Commencement Date. Collector shall be responsible for managing implementation of new Collection Services and other related services and shall do so in accordance with the Implementation Plan prepared by the Collector per Exhibit 6.

7.03.2 Servicing Containers

Collector shall Collect the contents and return each Container to the location where the Occupant properly placed the Container for Collection. Collector shall place Carts upright and shall properly close and secure Bin lids. Collector shall

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use due care when handling all Containers. Collector shall not throw, roughly handle, damage, or break Containers.

7.03.3 Missed Pickups – Residential Premises

When notified of a missed pick-up prior to 4:00 P.M., Collector shall collect the Solid Waste, Recyclable Materials, or Green Waste on the day the notice is received. If notified after 4:00 p.m., Collector must collect the solid waste no later than the next day.

7.03.4 Missed Pickups – Multi-Family & Commercial Premises

When notified of a missed pick-up prior to 4:00 P.M., the Collector must collect the Solid Waste, Recyclable Materials, or Green Waste on the day the notice is received, except in cases where access to containers is blocked on the Customer's property. Otherwise, the Collector must collect the solid waste no later than the next day.

7.03.5 New Customer and Change in Service Levels

Collector shall deliver Containers and initiate Collection services for a new Customer within five (5) Business Days of the Customer's request for service. If an existing Customer requests a change in the number or size of the Solid Waste, Recyclable Materials, or Organic Materials Containers and/or frequency of Collection, the Collector shall deliver additional Containers and/or remove Containers and shall initiate changes in the Collection Services within five (5) Business Days of the Customer's request for a change in service.

7.03.6 No Commingling of Solid Waste

Collector shall separately collect and segregate Solid Waste, Recyclable Materials, and Green Waste Materials from each other and shall not commingle these materials at any time without the express prior written authorization of the Contract Officer.

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7.03.7 Conditions of Service

Collector shall collect all Refuse, Recycling, or Green Waste Bins or Carts that are readily accessible to the Collector's crew and vehicles and not blocked, where the Carts have been placed curbside or other such location agreed to by the Collector and Customer that will provide safe and efficient accessibility to the Collector's Collection crew and vehicle.

Collector shall not be required to Service the following:

1. Recycling Carts with Recyclable Materials that have not been segregated from Solid Waste and Green Waste.
2. Green Waste Carts with Green Waste that has not been segregated from Solid Waste and Recyclable Materials.
3. Carts that exceed the maximum load limit specified by the Container Manufacturer.
4. Any Commercial Solid Waste that is not placed in a Bin unless such Commercial Solid Waste is outside the Solid Waste Bin as a result of overflow.

7.03.8 Set-Out Instructions to Customers

Collector shall instruct Customers as to any preparation of Solid Waste, Recyclable Materials, or Green Waste and the proper placement of Containers. If Customers are not adhering to Collector's instructions, Collector shall notify such Customers in writing.

7.03.9 Non-Collection

In cases of failure to comply with the instructions, Collector may decline Collection Service provided that Collector leaves an adequate number of Non-Collection Notices on the Container, as determined by the City, indicating the reason for refusing to Collect the material. Such Notices shall also identify the steps Generator must take to recommence Collection Service.

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7.03.10 Non-Collection Notices

In the event of non-collection, Collector shall affix to the Container a Non-Collection Notice explaining why Collection was not made. The Non-Collection Notice shall be affixed prominently onto the Container to ensure that it is not inadvertently removed from Cart due to weather conditions. The Non-Collection Notices must be protected from rain, if precipitation is present or forecasted, by placing the Notice in a clear plastic bag prior to affixing to Container.

Collector shall document Non-Collection Notices recording the date and time of issuance, address of Customer, reason for issuance, name of employee who issued the notice, and truck and route numbers. The warning notice shall be at least two inches by six inches (2" x 6") in size. The Non-Collection Notices must identify the steps the Generator must take to recommence Collection Service.

Collector shall report monthly to City any Non-Collection Notices issued. Collector shall take direction from the City with regard to termination or reinstatement of service to a Customer due to numerous Non-Collection Notices issued to the same Customer.

7.03.11 Commercial Bin Overflow

In the case of repeated overflows of Commercial Solid Waste, Collector shall contact the Commercial Service Customer Management to arrange for an appropriate change in Bin size, Collection frequency or both. In the event, Collector cannot successfully contact the Commercial Service Customer Management after three attempts, or cannot reach an agreement with such management regarding the change in service, Collector shall advise the Contract Officer, by e-mail, of the details of the Commercial Solid Waste overages, and the attempts at communication with the Commercial Service Customer Management. The Contract Officer shall respond to Collector's report and make a final written determination. Within five (5) Work Days of receipt of the Contract Officer's written determination, Collector shall change the Collection Service in accordance with such written determination.

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7.03.12 Care of Private Property

Collector's employees shall follow the regular walk for pedestrians while on private property and shall neither trespass nor cross property to the adjoining premises unless the Occupant or owner of both properties has given permission. Care should be taken to prevent damage to property, including flowers, shrubs, and other plantings. Collector shall repair, to its previous condition, all damage to private or public property caused by its employees.

7.03.13 Spillage and Litter

The Collector shall not litter premises and shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Solid Waste. The Collector shall not be responsible for cleaning up sanitary conditions caused by the carelessness of the Customer; however, the Collector shall clean up any material or residue that are spilled or scattered by the Collector or its employees.

Collector shall use its best efforts to prevent spills of fuel, fluids, (such as oil, hydraulic fluid, brake fluid, spilled paint, etc.) or debris on streets, and if such a spill or release of debris occurs, Collector shall immediately notify the City (including the Contract Officer, Director of Public Works or his/her designee and the City's NPDES Coordinator) and all proper regulatory authorities of said spill and release of fluids or debris, within two (2) hours of such incident and shall clean, at Collector's expense, the spilled fluids or debris in coordination with, and to the satisfaction of, City and applicable regulatory agencies. Upon a release of such fluids, the driver shall immediately park the vehicle and it shall remain parked until the leak is repaired. In such event Collector shall not park the leaking vehicle within two hundred (200) feet of a storm drain and shall utilize absorbent material, sand bags or other appropriate means to prevent leaking fluids from entering storm drains. In the event of any type of spill or other emergency, Collector shall be responsible for securing the immediate safety of the vehicle driver, all other employees of Collector and all persons and property

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in the surrounding vicinity. Collector shall meet or exceed all requirements as contained in the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit, Santa Ana Region, and all subsequent Permits.

The above paragraphs notwithstanding, Collector shall clean up any spillage or litter caused by Collector within two (2) hours upon notice from the City.

7.03.14 Vehicles Equipped with Absorbent, Broom and Shovel

To facilitate such clean-up, Collector's vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

7.04 COLLECTOR FACILITIES

Collector shall provide all Facilities needed for vehicle parking and maintenance, container storage and maintenance, employee parking, administration, billing, customer service, and other activities required to fulfill its obligations hereunder. Collector shall own or lease the Facilities; secure all permits needed to conduct its operations; design, finance, and complete any site improvements; maintain the Facilities; and make any other arrangements necessary to fulfill its obligations required by this Agreement.

7.04.1 Local Office

Collector shall establish a local office within City boundaries to provide customer services such as, but not limited to: bill payment; scheduling of services including on-call bulky waste collection, extra pick-ups and temporary bin service; service initiations, changes or cancellations; and, the documentation and resolution of complaints.

The Collector's local office shall be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, and Saturdays from 8:00 a.m. to noon.

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7.05 VEHICLES

Collector is responsible for providing all vehicles that may be required for the Collection of Solid Waste that are sufficient in number and capacity to efficiently perform the work required by this Agreement in strict accordance with its terms. Collector is expressly obligated to provide such Collection Vehicles and routes as are required to meet the service standards set forth herein. Collector shall have available on Collection days sufficient back-up vehicles for each type of Collection Vehicle used to respond to complaints and emergencies.

7.05.1 Specifications

1. Any truck used for the collection or transportation of solid waste within the city shall be leak proof and equipped with a close-fitting cover, which shall be affixed in a manner that will prevent spilling, releasing, dropping, or blowing of any solid waste upon any street or right-of-way.
2. All Collection Vehicles used in performance of this Agreement to provide Residential and Commercial Services shall be new as of the Commencement Date. New or used vehicles may be used for On-Call Services, roll-off services and support vehicles; however, such vehicles shall be no older than ten (10) years at any time during their use in the City unless such vehicle is a Rebuilt Vehicle.
3. At all times during the term of this Agreement, Collector's Collection Vehicles shall be Compressed Natural Gas (CNG) fueled vehicles or otherwise comply with South Coast Air Quality Management District Requirements and the California Air Resource Board's emission standards 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.
4. All vehicles used by Collector in providing Collection Services under this Agreement, except those vehicles used solely on Collector's premises, are to be registered with the California Department of Motor Vehicles.

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5. All Collection Vehicles must comply with U.S. EPA noise emission regulations, currently codified at 40 CFR Part 205, and other applicable state noise control regulations.
6. All Collection Vehicles using compaction mechanisms during the stationary compaction process shall not exceed a single-event noise level of seventy-five (75) decibels (Db)A at a distance of twenty-five (25') from the collection vehicle measured at an elevation of five (5') above ground level. Collector shall submit to City, upon City's request, a certificate of vehicle noise level testing by an independent testing entity, for any collection vehicle which has been the subject of more than one noise complaint in a twelve-month period.

7.05.2 Vehicle Identification

Collection vehicles shall be marked with Collector's name, toll-free number, and the number of the vehicle painted in letters of contrasting color, at least three (3) inches high, on each side and the rear of each vehicle. City must approve truck labeling. No advertising shall be permitted other than the name of the Collector except that City may place billboards with public notices on vehicles at no additional charge, except the cost of the billboards. Collector will be responsible for all costs resulting from mounting such billboards onto vehicles.

7.05.3 Vehicle Inventory

Collector shall furnish the City a written inventory of all vehicles used in providing service, and shall update the inventory annually. The inventory shall indicate each Collection Vehicle by Collector-assigned identification number, DMV license number, the age of the chassis and body, type of fuel used, the type and capacity of each vehicle, the number of vehicles by type, the date of acquisition, the decibel rating and the maintenance and rebuild status. Each inventory shall also include the tare weight of each vehicle as determined by weighing at a public scale and not at a disposal or other facility scale used by Collector. Each vehicle

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inventory shall be accompanied by a certification signed by Collector that all Collection Vehicles meet the requirements of this Agreement.

7.05.4 Vehicle Cleaning

All Collection Vehicles shall be washed at least once each week. Collection Vehicles shall be 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. Collector agrees to replace or repair to the City's satisfaction, any Collection Vehicle which City determines to be of unsightly appearance, leaking, or in unsatisfactory operating condition.

7.05.5 Vehicle Maintenance

Collector shall inspect each Collection Vehicle daily to ensure that all equipment is operating properly. Collection Vehicles, which are not operating properly, shall be removed from service until repaired and operating properly. Collector shall perform all scheduled maintenance functions upon Collection Vehicles in accordance with the manufacturer's specifications and schedule.

Collector 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. Collector shall maintain accurate records of repair, which shall include the date, nature of repair and the verification by signature of a maintenance supervisor that the repair has been properly performed.

Collector shall keep accurate records of all Collection Vehicle maintenance and shall make such records available to City upon request. The log shall at all times be accessible to City by physical inspection upon request of Contract Officer, and shall show, at a minimum, each vehicle's Collector-assigned identification number, date purchased or initial lease, dates of performance of routine

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maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

7.05.6 Painting

Collector shall repaint all vehicles (including vehicle's striping) during the term of this Agreement on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Officer, but not less often than every five (5) years for any Collection Vehicle more than five (5) years old, beginning July 1, 2015.

Collector shall repaint any or all Collection Vehicles within thirty (30) days' notice from City, if City determines that their appearance warrants painting. City must approve vehicle color.

7.05.7 Vehicle Operation

Vehicles shall be operated in compliance with Federal, State and local laws and regulations including, but not limited to, the California Vehicle Code, the regulations of the California Air Resources Board (CARB) Waste Collection Vehicle Regulations as established in the California Code of Regulations Title 13 Section 2700 et seq., and all applicable safety and local ordinances. Annually, Collector shall provide the City with documentation of such compliance for each vehicle. For example, with regard to CARB regulations, such documentation shall demonstrate, at a minimum, the vehicle number, make, model, year, control technology used or planned, and the year that the control technology was applied or is planned to be applied. Collector shall not load vehicles in excess of the manufacturer's recommendations or limitations imposed by Federal, State, or local weight restrictions on vehicles or roads.

7.05.8 Vehicle Certification

For each Collection vehicle used in the performance of services under this Agreement, Collector shall obtain a certificate of compliance (smog check)

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issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated there under and/or a safety compliance report issued pursuant to Division 14.8 of the California Vehicle Code (Section 34500 et seq.) and the regulations promulgated there under, as applicable to the vehicle. Collector shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the Contract Officer.

7.05.9 California Heavy-Duty Inspection Program

No later than July 1, 2015, Collector shall submit to the Contract Officer verification that each of the Collector's Collection Vehicles has passed the California Heavy-Duty Vehicle Inspection. Thereafter, Collector shall cause each vehicle in Collector's Collection Fleet to be tested annually in the California Heavy-Duty Inspection Program and shall submit written verification to City within ten (10) Work Days of the completion of such test. Collector shall not use any vehicle that does not pass such inspection.

7.05.10 Vehicle Inspections

Upon City request, Collector shall submit the Safety Compliance Report/Terminal Record Update from its Biennial Inspection of Terminal, or BIT. If Collector receives a terminal rating below satisfactory, Collector shall notify the City, and Collector is in violation of the Agreement. Collector 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 (6) months, then the Collector shall be considered in default of the Agreement and the City may terminate this Agreement.

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7.06 CONTAINERS

7.06.1 Carts

Purchase and Distribution of Carts

Each Residential Customer will be provided at no charge one (1) 96-gallon Solid Waste Cart, one (1) 96-gallon Recycling Cart, and one (1) 96-gallon Green Waste Cart. Customers may request additional Carts for Refuse, Recycling or Green Waste Collection Service. In addition, Collector shall provide 32- and 64-gallon carts as substitutes. No discount will be given for use of smaller carts.

The Collector shall be responsible for the purchase and distribution of fully assembled and functional Carts to Customers in the Service Area. All Carts provided by Collector utilized in the performance of this Agreement 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's approval. Carts must meet color, size, uniformity and quality requirements of the City. The City will not permit Carts 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 Collector to replace such Carts.

Cart Capacity

The references in Sections 4.02, 4.03 and 4.04 to Cart sizes of 96, 64 and 32 gallons may be approximate. The Cart size may fall within the following range:

- 30 – 35 gallons
- 60 – 70 gallons
- 90 – 101 gallons

The selected sizes must be consistent throughout the City for a uniform appearance.

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Cart Color and Appearance

The Refuse, Recycling and Green Waste Carts will be differentiated by color. The colors shall be colorfast and resistant to fading as a result of weathering or ultraviolet degradation. Color must be uniform within each Container. Refuse Carts will be black. Recycling Carts will be blue. Green Waste Carts will be green. Cart colors shall be consistent throughout City.

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. 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. Cart labels and hot stamps will include specific instruction on what materials should and should not be placed in each Cart. Carts shall include the telephone number to call for Bulky Waste Collection.

Replacement of Carts

Collector's employees shall take care to prevent damage to carts by unnecessary rough treatment. Any cart damaged by the Collector shall be replaced by the Collector, at the Collector's expense, within five (5) Work Days at no cost or inconvenience to the Customer.

Upon notification to the Collector by the City or a Customer that the Customer's Refuse, Recycling, or Green Waste Cart(s) has been stolen or damaged beyond repair, the Collector shall deliver a replacement cart(s) to such Customer within five (5) Work Days at no additional cost unless Collector can demonstrate to the Contract Officer beyond a reasonable doubt that the damage or loss was due exclusively to the Customer's intentional or negligent behavior. The Contract Officer shall make the final determination. All repairs must restore the Cart to its

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full functionality. Unsightly/worn-out Carts shall be replaced by Collector upon Customer request. The Collector shall maintain records documenting all Cart replacements occurring on a monthly basis.

Collector shall be responsible for graffiti removal within one (1) business day at no additional charge to the Customer or to City.

Each Customer shall be entitled to the replacement of one (1) lost, destroyed, or stolen Refuse Cart, one (1) lost, destroyed, or stolen Recycling Cart, one (1) lost, destroyed, or stolen Green Waste Cart on two occasions during the life of this Agreement at no cost to the Customer, unless caused by the fault of the Customer. Except in the case of a cart that must be replaced because of damage caused by Collector or in the case where Collector elects to replace a cart rather than repair it on-site, Collector shall be compensated for the cost of those replacements in excess of two (2) per type of cart per Customer during the life of the Agreement, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted by the City from time to time as provided under the terms of this Agreement.

Collector understands and agrees that this provision is intended to be applied on a per-cart-type basis and accordingly each Customer could receive up to six (6) replacement carts, two (2) of each type, during the life of the Agreement.

Repair of Carts

Collector shall be responsible for repair of carts in the areas to include but not be limited to, hinged lids, wheels and axles, unless caused by the fault of the Customer. Within five (5) Work Days of notification by the City or a Customer of the need for such repairs, the Collector shall repair the cart or, if necessary, remove the cart for repairs and deliver a replacement cart to the Customer.

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Cart Delivery, Removal or Exchange

Upon notification to the Collector by the City or a Customer requesting delivery, removal or exchange of Cart(s), the Collector shall complete such request within five (5) Work Days.

Each Cart-serviced Customer is eligible to receive up to six (6) free Cart deliveries, removals or exchanges during the term of this Agreement. Accordingly, Collector shall be compensated for the cost of those Cart deliveries, removals, or exchanges in excess of six (6) per Customer per Agreement Year, in accordance with the "Cart Delivery, Removal or Exchange" service rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Agreement.

Ownership of Refuse, Recycling and Green Waste Carts

Ownership of Refuse, Recycling, and Green Waste Carts shall rest with the Collector. However, all Carts provided under this Agreement will become the property of the City upon termination of this Agreement, although the City retains the right to direct the Collector to remove and dispose of the Carts at the termination of the Agreement at no additional charge.

Collection of Customers' Discarded Collection Containers

The Collector shall collect used, discarded, or unwanted collection containers used for collection prior to July 1, 2015, at no cost. To the extent feasible, Collector shall recycle, or cause to have recycled the used, discarded, or unwanted collection containers.

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7.06.2 Bins

Purchase and Distribution of Containers

The Collector shall be responsible for the purchase and distribution of Containers such as Bins and Roll-Off Boxes to all Commercial Customers in the Service Area.

Collector shall also distribute Containers to new Commercial Customers that are added to the Service Area during the term of this Agreement. Distribution of Containers shall be completed within five (5) Work Days of receipt of the request by the Commercial Customer.

Replacement of Containers

Care shall be taken by Collector's employees to prevent damage to Bins and Roll-Off Boxes by unnecessary rough treatment. Any Container damaged by the Collector shall be replaced by the Collector, at the Collector's expense, within five (5) business days at no cost or inconvenience to the Customer.

Repair of Containers

Collector shall be responsible for repair of Bins and Roll-Off Boxes at no additional charge, unless caused by the fault of the Customer. Within five (5) Work Days of notification by the City or a Customer of the need for such repairs, the Collector shall repair the Container or if necessary, remove the Container for repairs and deliver a replacement Container to the Customer. Container repair shall also include the removal of graffiti from the Container within forty-eight (48) hours' notice by the Customer or the Contract Officer.

Bin Exchange

Upon notification to the Collector by the City or a Customer that a change in the size or number of the Bins is required, the Collector shall deliver such different-sized or number of Bins to such Customer within five (5) Work Days.

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Ownership of Containers

Ownership of Bins or Roll-Offs distributed by the Collector shall rest with the Collector.

Annual Cleaning

Once each Agreement Year, at no charge to the Commercial Service Customer, Collector shall clean all Bins at a Commercial Premise or shall replace the dirty bins with clean bins and remove the dirty bins for cleaning.

Bin Enclosure Cleanout

Collector is responsible for cleaning out Customers' overflowing Bins and enclosures within twenty-four (24) hours of notification by City at no additional cost. Collector may follow the procedures in Section 7.03.11 to address habitual offenders.

Bin Signage, Painting, and Cleaning

All metal bins of any service type furnished by the Collector shall be either painted or galvanized. All metal bins shall display the Collector's name, Collector's customer service telephone number, and the number of the bin and shall be kept in a clean and sanitary condition. Such bins as are provided by the Collector shall be steam cleaned by the Collector as frequently as necessary so as to maintain them in a sanitary condition. At a minimum, Collector shall steam clean the bins once per year at Collector's expense. Bins will be subject to periodic, unscheduled inspections by the City and determination as to sanitary condition shall be made by the City.

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7.07 PERSONNEL REQUIREMENTS

The following personnel of Collector are hereby designated as being the representatives of Collector authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

- George Briggeman, General Manager of Orange County Operations (75% of time dedicated to City);
- Manny Cardenas, Director of Operations (100% of time dedicated to City);
- Anthony Bedola, Director of Community Relations and Emergency Response (100% of time dedicated to City);
- Stacey Marshall, Customer Service and Risk Manager (100% of time dedicated to City).

For those personnel identified above, the City requires the following actions:

1. The City shall confirm their employment with the Collector, and
2. The removal or replacement of the General Manager shall not occur without the City's prior written consent, at its sole and unfettered discretion.
3. Collector will maintain staffing level as offered in proposal and shall notify City in writing of any changes to personnel.

The Collector shall be responsible for ensuring that its employees comply with all applicable laws and regulations and meet all federal, state and local requirements related to their employment and position.

- Collector's field operations personnel shall comply with the Municipal Field Program Best Management Practices (BMPs), FF-7 – Material Storage, Handling, and Disposal, FF-13 Waste Handling and Disposal, FP-5 as referenced in the County of Orange Drainage Area Management Plan (DAMP) and the City of Cypress Local Implementation Plan (LIP). These BMPs shall be implemented by the Collector as part of its daily operations.

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- The City may request the transfer of any employee of the Collector who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.
- Collector's field operations personnel shall be required to wear a clean uniform shirt bearing the Collector's name. Collector's employees, who normally come into direct contact with the public, including drivers, shall bear some means of individual photographic identification such as a name tag or identification card.
- Each driver of a Collection vehicle shall at all times carry a valid California driver license and all other required licenses for the type of vehicle that is being operated.
- Each driver of a Collection Vehicle shall be proficient in written and spoken English.
- Each driver of a Collection Vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.
- Collector's employees, officers, and agents shall at no time be allowed to identify themselves or in any way represent themselves as being employees of the City.
- The Collector's name and the Customer Service telephone number shall be properly displayed on all Collection Vehicles.

7.08 PERFORMANCE REVIEW MEETING

Collector acknowledges and agrees that one of the City's primary goals in entering into this Agreement is to ensure that the Collection Services are of the highest caliber, that Customer satisfaction remains at the highest level, that maximum diversion levels are achieved, and that materials collected are put to the highest and best use to the extent possible.

City may hold a meeting or a public hearing annually to review Collector's Solid Waste Collection efforts, source reduction, processing and other diversion

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services and overall performance under this Agreement. The purpose of the 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 by Collector 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 the AB 939, AB 341 and AB 1826 mandates, regulatory constraints, results of audits, and Collector performance. City and Collector may each select additional topics for discussion at any Performance Review Meeting.

City shall notify Collector of its intent to hold a Performance Review Meeting at least sixty (60) calendar days in advance thereof. Thirty (30) calendar days after receiving notice from City of a Performance Review Meeting, Collector 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 Collector's outreach activities for the past year.
- b) Recommended changes and/or new services to improve City's ability to meet the goals of state law and to contain costs and minimize impacts on rates. A specific plan for compliance with state law shall be included.
- c) Any specific plans for provision for new or changed services by Collector.
- d) Customer complaint records. The reports required by this Agreement regarding Customer complaints shall be used as one basis for review of Collector's performance, and Collector may submit other relevant performance information and reports for consideration at the Solid Waste

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Services and Performance Review Meeting. In addition to the above, City may request Collector 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 before or during the Meeting, either orally or in writing. Collector 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 Collector 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 Collector's failure to perform its obligations hereunder, no additional compensation shall be due for such services. Otherwise, any new or expanded services required of Collector shall be subject to the provisions of Section 14.07.2.

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**ARTICLE 8. FEES AND COST RECOVERY CHARGES PAID TO THE
CITY**

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

8.01 ADMINISTRATIVE FEE

Within seven days of execution of the new exclusive Collection Agreement, the Collector shall remit a one-time payment to the City of Cypress. The amount shall include Seventy-Five Thousand Dollars (\$75,000) to reimburse the City for the cost of the procurement consultant, plus the City's out-of-pocket costs incurred in awarding this franchise (e.g. City Attorney costs).

8.02 FRANCHISE FEE PAYMENT

The Collector shall pay the City an annual Franchise Fee of Five-Hundred Sixty Thousand Dollars (\$560,000). The Franchise Fee Payment to the City shall be deducted from the payment for Residential Services by the City to the Collector. The Franchise Fee amount shall be adjusted annually effective July 1, of each Rate Year by the percentage change in the Consumer Price Index, as calculated for the service cost component under Section 9.02.1 of this Agreement.

8.03 RESIDENTIAL SERVICE BILLING REIMBURSEMENT

The Collector shall reimburse the City to cover the City's cost of Residential Service customer billing. Payment shall be made on a monthly basis in twelve (12) equal increments as a deduction from the City's payment for Residential Services. For calendar year 2013, the total cost to the City for bills sent was Twenty-Eight Thousand Four-Hundred and Twenty-Six Dollars and Thirty Cents (\$28,426.30). The Residential Service Reimbursement amount shall be adjusted

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annually effective July 1, of each Rate Year by the percentage change in the Consumer Price Index, as calculated for the service cost component under Section 9.02.1 of this Agreement.

8.04 AUDIT FEE

Collector shall reimburse the City for the actual cost of audits conducted as described herein. Payment shall be deducted from the City's payment for Residential services in the month following the completion of the audit.

8.04.1 Right to Audit

The City reserves the right to conduct audits of Collector's payments, operations and financial records. The Collector shall cooperate with the City in connection therewith, including permitting City employees or agents, designated by the Contract Officer, to ride in the Collection vehicles, to inspect records consistent with the terms of this agreement and to review and inspect all other information and facilities necessary to conduct the audits. The Collector shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the Contract Officer to conduct such audits. The scope of the audit, and auditing party, will be determined by City and the scope may include, but is not limited to, Customer Service levels and Billing, tonnage, verification of weightings of cost components used in the rate adjustment formula described in Section 9, and verification of diversion rate.

If inaccuracies are found, City may expand the scope of the audit and recover from the Collector any additional audit costs resulting from the expanded scope.

8.05 ANNUAL ROADWAY MAINTENANCE COST RECOVERY CHARGE

Collector shall pay to the City an annual Roadway Maintenance charge of One-Hundred Fifteen Thousand Dollars (\$115,000) as cost recovery compensation to the City for additional damage and accelerated deterioration caused to the City's residential streets as a result of a Collector's operations within the City. Payment

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shall be made on a monthly basis in twelve (12) equal increments as a deduction from the City's payment for Residential services. The Annual Roadway Maintenance amount shall be adjusted annually effective July 1, of each Rate Year by the percentage change in the Consumer Price Index, as calculated for the service cost component under Section 9.02.1 of this Agreement.

8.06 ANNUAL WATER POLLUTION PREVENTION COST RECOVERY CHARGE

Collector shall pay to the City an annual water pollution prevention charge of Twenty-Five Thousand Dollars (\$25,000) for cost recovery to administer programs and projects to further the City's compliance with the Federal Clean Water Act and the California Water Act, as they now exist or may be hereafter amended. Payment shall be made on a monthly basis in twelve (12) equal increments as a deduction from the City's payment for Residential services. The Water Pollution Prevention amount shall be adjusted annually effective July 1, of each Rate Year by the percentage change in the Consumer Price Index, as calculated for the service cost component under Section 9.02.1 of this Agreement.

8.07 SHARED SALES OF RECYCLABLE MATERIALS

Collector shall pay to the City an annual portion of the Collector's revenue from the sale of Recyclable Materials in the amount of \$48,000. Payment shall be made on a monthly basis in twelve (12) equal increments as a deduction from the City's payment for Residential services. The Shared Sales of Recyclable Materials amount shall be adjusted annually effective July 1, of each Rate Year by the percentage change in the Consumer Price Index, as calculated for the service cost component under Section 9.02.1 of this Agreement.

8.08 SALES TAX REVENUE

Collector will establish a local office in accordance with Section 7.04.1 and will utilize that office as the purchasing center or buying company for trucks,

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equipment and supplies, and take all steps necessary to ensure the sales and use tax revenues resulting from the purchase of those trucks, equipment and supplies accrue to the benefit of City. Further, Collector guarantees an annual minimum sales tax revenue to the City of twenty-five thousand dollars (\$25,000) beginning in Agreement Year 1. The minimum sales tax revenue amount shall be adjusted annually effective July 1, of each Rate Year by the percentage change in the Consumer Price Index, as calculated for the service cost component under Section 9.02.1 of this Agreement. The Collector will provide the City Finance Department a copy of their quarterly sales and use tax report. This report accompanies the Collector's tax payment and details the amount to be allocated to the City. Annually in January (or when the information becomes available), the City will verify that the total paid during the previous fiscal year by the State Board of Equalization and collected by the City equals the amounts reported by the Collector. If the amount of sales and use tax received by the City from the State Board of Equalization as a result of Collector's purchases does not amount to at least the guaranteed minimum sales tax amount as adjusted for the prior fiscal year, then the difference shall be deducted from the payment for Residential Services by the City to the Collector in the month following the determination.

8.09 ACCEPTANCE OF PAYMENT BY CITY

No acceptance by City of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim City may have against Collector for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by City. If, after the audit, such recompilation indicates an underpayment, Collector shall pay to City the amount of the underpayment within ten (10) days of receipt of written notice from City that such is the case. If, after the audit, such recompilation indicates an underpayment of more than one-half percent (0.5%) of the amounts as specified

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in Sections 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07 and 8.08, Collector shall reimburse City for all reasonable costs and expenses incurred in connection with the audit and recompilation, within ten (10) days of receipt of written notice from City that such is the case. Collector shall pay interest to the City for any underpayment at an annual rate of ten percent (10%). Should an audit disclose that Customers were overcharged for the period under review, Collector shall refund to Collector's Customers or to City, as directed by City, any overcharges within thirty (30) days following the date of the audit. Undercharges shall not be billed in arrears for more than ninety (90) days of service, with any remaining undercharges absorbed by Collector. Should an audit disclose that fees were overpaid by the Collector to City, City shall issue a credit against future fees payable by Collector in the amount of any overpayments made during the period ninety (90) days prior to the date of the audit, less costs and expenses incurred in connection with the audit and recompilation.

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ARTICLE 9. CHARGES AND RATES

9.01 INITIAL RATES

The rates that Collector may charge Customers through the Rate Year ending June 30, 2016 shall not exceed the maximum rates set forth in Exhibit 1.

9.02 SCHEDULE OF FUTURE ADJUSTMENTS

Beginning with the Rate Year starting July 1, 2016 and ending on June 30, 2017 and for all subsequent Rate Years, the maximum rates shown in Exhibit 1 may be adjusted upon request as described in this Section 9. The Collector shall submit its request in writing directly to City staff or via certified mail, on or before March 15, 2016 and each succeeding year. Failure to submit a written request by March 15th of each year shall result in Collector waiving the right to request such an increase for the subsequent Rate Year. Missed rate adjustments may not be added to rate adjustment applications in ensuing years. The rates shall decrease automatically in accordance with Section 9 if either the disposal gate fee or the Consumer Price Index decreases. Rate adjustment calculations shall be separately performed for Residential Cart rates (Exhibit 2A), Commercial Bin and Cart rates (Exhibit 2B), Roll-off Box and Temporary Service rates (2C), and Other Service rates.

9.02.1 Cost Component and Rate Adjustment Indexes

The approved rates consist of the following cost components, followed by the initial weightings of each component. Each cost components may be adjusted by the change in the corresponding index as provided below. See Section 9.02.2 for detailed rate adjustment procedures.

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	Cost Component	% o Costs (1)			Rate Adjustment Index	Starting Index
		Residential	Commercial	Roll-Offs		
A.	Collection	75%	80%	100%	Consumer Price Index - All Urban Consumers, All items – Los Angeles – Riverside – Orange County, CA capped at 3.5%.	CPI as of February 2016. Initial CPI index will be 241.059.
B.	Disposal	20%	20%	100%	Actual change at Orange County Landfills as per waste disposal agreement with City of Cypress.	Initial index will be \$32.36.
C.	Green Waste	5%	20%	n/a	Actual change in the per ton posted gate rate at Grand Central Recycling & Transfer.	Initial index will be \$25.00 per ton.
D.	Other Service (including MRF Service)	n/a	n/a	100%	Consumer Price Index - All Urban Consumers, All items – Los Angeles – Riverside – Orange County, CA capped at 3.5%	CPI as of February 2016. Initial CPI index will be 241.059.

(1) Weightings may be adjusted for the rate adjustment following, and based upon results from each audit per Section 8.04.1.

9.02.2 Rate Adjustment for Residential Services and Commercial Refuse Services

Residential Cart rates and Commercial Bin and Cart rates will be adjusted using the same method, but will be calculated separately due to the differences in the weightings of the Collection and Disposal components for each Customer type, as listed in Section 9.02.1.

Step One – Calculate the percentage increase or decrease in Collection, Disposal, and Green Waste Component indices listed in Section 9.02.1. The increase or decrease in the Collection Component index will be based on the

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twelve (12) month period ending February prior to the July 1 when the rate change will take effect.

The Disposal index will be based on the actual percentage change in the gate rates at Orange County Landfills as per the then-existing waste disposal agreement with the City of Cypress for the twelve (12) month period ending June 30 prior to the July 1 when the rate change will take effect. The Green Waste index will be based on the posted gate rate at Grand Central Recycling.

The percentage increase for the Collection Component Index shall not exceed 3.5% for any Rate Year. The percentage increase for the Green Waste Component index shall not exceed 5% for any Rate Year.

Step Two – For rate adjustments prior to the first audit (see Section 8.04.1). Cost components are weighted as listed in Section 9.02.1. For subsequent rate adjustments, the relative weightings of the Collection and Disposal cost components will be determined by the most recent audit conducted per Section 8.04.1.

Multiply the percentage changes for the Collection and Disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost.

Step Three – Multiply the weighted permitted percent change from Step Two by the existing maximum Residential Cart, Commercial Bin and Carts Services rates to determine the increase or decrease in maximum rates. Then add (subtract) the change in rates to (from) the existing maximum rates to determine the new maximum rates. See Exhibits 2A and 2B for examples of rate adjustments procedures.

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9.02.3 Rate Adjustment for Roll-Off Box & Other Services

Roll-off box rates and Other Services rate adjustments will be calculated separately for the Collection (Pull), Disposal, and MRF Service Component, as listed in Section 9.02.1.

Step One – Calculate the percentage increase or decrease in Collection and Disposal Component indices listed in Section 9.02.1. The increase or decrease in the Collection and MRF Service Component index will be based on the twelve (12) month period ending February prior to the July 1 when the rate change will take effect.

The Disposal index will be based on the actual percentage change in the gate rates at Orange County Landfills as per the then-existing waste disposal agreement with the City of Cypress for the twelve (12) month period ending June 30 prior to the July 1 when the rate change will take effect. The percentage increase for the Collection and MRF Service Component Indices shall not exceed 3.5% for any Rate Year.

Step Two – For rate adjustments prior to the first audit (see Section 8.04.1). Cost components are weighted as listed in Section 9.02.1. For subsequent rate adjustments, the relative weightings of the Collection and Disposal cost components will be determined by the most recent audit conducted per Section 8.04.1.

Multiply the percentage changes for the Collection, MRF Service and Disposal cost components, as determined in Step One, by that component's weighting as a percentage of total cost.

Step Three – Multiply the weighted permitted percent change from Step Two by the existing maximum roll-off pull rate, roll-off per ton disposal, roll-off per ton C&D Processing, and other rates. Then add (subtract) the change in rates to

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(from) the existing maximum rates to determine the new maximum rates. See Exhibits 2C for examples of rate adjustments procedures.

9.02.4 Rate Adjustment for Source-Separated Single-Stream Recycling for Commercial and Multi-Family Premises

The rates for Source-Separated Single-Stream Recycling Collection for Commercial and Multi-Family Premises shall not exceed 50% of rates for Commercial and Multi-Family Refuse Collection.

9.02.5 Rate Adjustment for Green Waste Collection for Commercial and Multi-Family Premises

The rates for Green Waste Collection for Commercial and Multi-Family Premises shall be calculated as described in Section 9.02.2 except that the Green Waste Component index will be used instead of the Disposal Component index.

9.03 EXTRAORDINARY ADJUSTMENT

Collector may petition the City in writing at reasonable times other than that allowed under Section 9.02 for an adjustment in the maximum rates due to (i) extraordinary circumstances beyond Collector's control, or (ii) due to new programs and services requested by City as provided herein. Collector shall provide documentation and analysis to the satisfaction of City of the reasons for such adjustment. Petitions regarding extraordinary circumstances beyond the Collector's control shall satisfy all of the following conditions: (i) materially alters Collector's operations or overall costs; (ii) could not reasonably have been foreseen by a prudent operator; and (iii) by all reasonable expectations will continue for a period of at least six (6) months. Such changes shall not include changes in the market value of Recyclables or inaccurate estimates by the Collector of its cost of operations.

Collector's request shall contain substantial proof and justification to support the need for the adjustment. For each request brought pursuant to this section

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Collector 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 Collector in preparing the estimate. Collector shall also submit a schedule showing how its total costs and total revenues have changed over the past two years for the services provided under this Contract.

The City may request from the Collector such further information as it deems necessary to fully evaluate the request and make its determination. City may request a copy of the Collector's annual financial statements in connection with the City's review of Collector's rate adjustment request. City shall review the Collector's request and, in City Council's 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. City Council may consider increases or decreases in the Collector's total revenues and total cost of services when reviewing an extraordinary rate adjustment request.

The City and Collector may make changes in the service levels under the Franchise sufficient to avoid the need for a rate adjustment. Extraordinary rate adjustments shall only be effective after approval by City Council and may not be applied retroactively.

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ARTICLE 10. RECORD KEEPING AND REPORTING REQUIREMENTS

10.01 GENERAL

Collector shall compile and maintain records related to its performance under this Agreement as necessary to develop the reports required by this Agreement. Collector agrees to conduct data collection, information and record keeping, and reporting activities needed to comply with and to meet the reporting and Solid Waste program management needs of the City, AB 939, AB 341, other Applicable Laws, and the requirements of this Agreement.

Record keeping and reporting requirements specified in this Agreement shall not be considered limiting or necessarily complete. In particular, Article 10 is intended to highlight the general nature of records and reports and their minimum content and is not meant to comprehensively define the scope and content of the records and reports. Upon written direction or approval of City, the records and reports required by Collector in accordance with this and other Articles of the Agreement shall be adjusted in number, format, or frequency.

Collector shall maintain all records necessary to allow the City to determine Collector's compliance with the Terms of the Agreement and compliance with the Performance Standards presented in this Agreement. The records shall be maintained in a manner that allows for easy verification of Collector's performance.

10.02 RECORD KEEPING

10.02.1 General

Collector shall maintain records required to conduct its operations, to support requests it may make to City, and to respond to requests from City. In order to set Collector's compensation pursuant to Article 9, it is necessary for Collector to maintain accurate, detailed financial and operational information in a consistent

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format and to make such information available to the City in a timely fashion, and in accordance with reporting requirements specified in this Article.

10.02.2 Inspection of Records

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

Collector 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 for review. The City, its auditors and other agents selected by the City, shall have the right, during regular business hours, to conduct unannounced on-site inspections and review of the records and accounting systems of Collector and to make copies of any documents relevant to this Agreement.

10.02.3 Retention of Records

Unless otherwise herein required, Collector shall retain all records and data required to be maintained by this Agreement for the Term of this Agreement plus at least five (5) years after expiration or early termination of the Agreement. Records and data shall be in a chronological and organized form and readily and easily interpreted. At the City's request, records and data required to be retained shall be retrieved in a timely manner (which shall not exceed more than ten (10) Business Days unless Collector obtains prior written approval from the City) by Collector and made available to the City.

Collector shall maintain copies of all Billings and Billing collections (e.g., Customer payments) records or copies of Billing summary reports (that

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document all Billings and Billing Collections for each Customer) for five (5) years, following the date of Billings, for inspection and verification by City.

Records and data required to be maintained that are not specifically directed to be retained that are, in the sole opinion of the City, material to the determination of Collector's compensation or rates or to determine Collector's performance under this Agreement, shall be retrieved by Collector and made available to the City in a timely manner (which shall not exceed ten (10) Business Days unless Collector obtains prior written approval from the City). When records and data are not retained or provided by the Collector, the City may make reasonable assumptions regarding what information is contained in such records and data, and such assumption(s) shall be conclusive in whatever action the City takes.

10.02.4 Record Security

Collector shall maintain adequate record security to preserve records from events that can be reasonably anticipated such as a fire, theft, and an earthquake. Electronically-maintained data and/or records shall be protected, backed up, and stored at a separate site from the original data.

10.02.5 Accounting Records

Collector shall maintain full, complete and separate financial, statistical and accounting records, pertaining to cash, billing, and provisions of all Collection Services, prepared on an accrual basis in accordance with generally accepted accounting principles. Billing, gross receipt, rebate and disposal records only shall be subject to audit, copy, and inspection. Collector shall maintain and preserve all billing, gross receipts, rebate and disposal records for a period of not less than five (5) years following the close of each of the Collector's fiscal years.

10.02.6 Collection Service Records

Collector shall maintain and retain records relating to:

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1. Customer and Billing information including, but not limited to, the following for each Customer:
 - a) Names, addresses, and phone numbers of Customer, billing contact person, and, if appropriate, for property manager or on-site contact person;
 - b) Solid Waste service level, Recyclable Materials service level, and Organic Materials service level (where service level includes the number of Containers, size of each Container, and the Collection frequency of each Container);
 - c) Special services (e.g., Backyard and Special Handling Collection for Residential Premises, push/pull charges, lock/unlock charges, etc.);
 - d) Collector's Customer and Billing system shall allow for information to be compiled easily and separately for each Service Sector.
2. Route sheets and route maps identifying the accounts serviced by each Collection vehicle.
3. Tonnage of Solid Waste, Recyclable Materials, and Green Waste Materials listed separately by materials type and Service Sector and the facility where materials were delivered.
4. Monthly Overall Diversion Level, monthly Residential Diversion Level, and the monthly Commercial Diversion Level (each stated as a percentage).
5. Recyclable Materials and Green Waste Collection participation and set-out rates.

10.02.7 Other Records

Collector shall maintain all other records reasonably related to provision of Collection Services or necessary to comply with, or document compliance with, state law, whether or not specified in this Agreement.

10.02.8 Customer Service Records

Daily logs of all Complaints and Inquiries provided under this Agreement shall be retained for a minimum of thirty-six (36) months. Collector shall maintain and

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retain customer service center records, which include, but are not limited to the following customer service center statistics.

1. Number of calls received on a daily and monthly basis;
2. Number of calls answered on a daily and monthly basis;
3. Number of abandoned (dropped) calls on a daily and monthly basis;
4. Average abandoned time (i.e., hold time before abandoning call);
5. Number of delayed calls (i.e., calls where caller is placed on hold before speaking with a Customer Service Agent) on a daily and monthly basis;
6. Average Hold Time for incoming calls on a daily and monthly basis;
7. Percentage of calls answered by a person within thirty (30) seconds on a daily and monthly basis;
8. Percentage of calls answered within three (3) minutes on a daily and monthly basis;

10.03 AB 341 REPORTING

10.03.1 Initial Report

Six (6) months after the Effective Date of this Agreement Collector shall provide City with the following three (3) lists: (1) Commercial Customers participating in Collector's Commercial Recycling Program; (2) Commercial Customers reporting to Collector that they achieve recycling via an in-house or third party recycling program that meets the requirements under Applicable Laws; and (3) Commercial Customers without a known recycling program. The foregoing three lists shall at a minimum: (1) state the Customer's name, address, and contact information; (2) indicate whether the Customers are subject to the State's recycling requirements under AB 341; and (3) provide details on the Solid Waste Collection service Customer receives from Collector, including the quantity and type of Containers, frequency of Collection, and recycling services (if applicable). The foregoing three lists shall be updated on an annual basis and included in the Annual report as described in Section 10.05.

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10.04 MONTHLY REPORTING

10.04.1 General

Monthly reports shall be submitted no later than the 20th day of the subsequent month for the previous Month. Monthly reports shall be submitted in hard copy, and shall be provided electronically in software acceptable to the City. At a minimum, Collector shall report the following to the City: Solid Waste Collected by Collector for each month, sorted by type of Solid Waste in tons broken down at a level acceptable to City (which at a minimum shall include: refuse, Green Waste, e-waste and universal waste item counts, types of recyclables including PET, HDPE, mixed plastics, aluminum, cardboard, mixed paper, sand, and concrete), as well as by customer type (i.e., single family, multi-family, commercial, roll-off, etc.); the facilities where all Solid Waste Collected was processed or disposed; warning notices issued for contaminated Recyclable Materials, and Green Waste Containers; the complaint summary for the month summarized by nature of complaints; copies of promotional and public education materials sent during the month, and description of Collector residential and AB 341 outreach conducted during the month; and a narrative summary of problems encountered (including scavenging) and actions taken with recommendations for City, as appropriate.

10.05 ANNUAL REPORTING

10.05.1 General

Annual reports shall be submitted no later than April 1 for the previous Calendar Year. Annual reports shall be submitted in hard copy, and shall be provided electronically in software acceptable to the City.

10.05.2 Financial Reports

Collector shall prepare an annual Financial Report for submittal to the City by April 1, 2017, and each April 1st thereafter covering the Collector's prior

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Agreement year operations. At a minimum, the Financial Report shall include the number of Residential Customers and Commercial Customers provided with Collection Services, including any additional services, and the Collector's gross billing and amount collected for each type of Customer, per ton and total annual disposal and processing fees paid, and the amount received for the sale of recyclable materials.

At the City's request, the Financial Report shall also include Compiled Financial Statements covering all services provided by the Collector to the City under the terms of this Agreement. If the Collector has Audited, Reviewed, or Compiled Financial Statements prepared each year by an Independent Certified Public Accountant, those Financial Statements shall be included in the Financial Report submitted to the City.

In the event that the Collector does not have Financial Statements Audited, Reviewed, or Compiled each year, then the Collector must have Financial Statements prepared by an Independent Certified Public Accountant. Such Financial Statements may be Audited, Reviewed or Compiled at the discretion of the Collector and shall be included in the Financial Report submitted to the City.

10.05.3 CalRecycle Reports

Collector shall assist the City to prepare annual reports by providing information required by CalRecycle, including diversion reports and documentation of Recycling program outreach and education. Collector shall prepare a report that summarizes the following: (1) Commercial Customers participating in Collector's Commercial Recycling Program; (2) Commercial Customers reporting to Collector that they achieve recycling via an in-house or third party recycling program that meets the requirements under Applicable Laws; and (3) Commercial Customers without a known recycling program. The foregoing three lists shall at a minimum: (1) state the Customer's name, address, and contact information; (2) indicate whether the Customers are subject to the State's

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recycling requirements under AB 341; and (3) provide details on the Solid Waste Collection service Customer receives from Collector, including the quantity and type of Containers, frequency of Collection, and recycling services (if applicable).

10.05.4 Public Education and Information Activities Summary Report

Collector shall prepare a report that summarizes the public education and information activities undertaken during the year, including distribution of mailings, collection notification tags, community information and events, tours and other activities related to the provision of Collection Services. This report shall discuss the impact of these activities on recycling program participation and include amounts collected from Residential, Multi-Family and Commercial Customers and Recycling education and outreach and documentation as required in AB 341.

10.05.5 Solid Waste Data

The number of Residential, Multi-Family and Commercial Customers and the number of Solid Waste Bins and Carts distributed by size and Customer type.

10.05.6 Recycling Data

Gross tons collected daily on average by material type by route for Residential, Multi-Family and Commercial Recycling service. The average participation rates by quarter relative to the total number of Customers by Customer type. Indicate, by material type (and grade where appropriate), quarterly totals of Recyclable Materials processed and sold including facility name and location, average price received per ton and total recycling revenue received for the quarter. Indicate any quantities, by material type, donated or otherwise disbursed without compensation. Indicate number of Recycling Bins and Carts distributed by size and Customer type. Also provide quarterly totals and location for residue disposed.

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10.05.7 Green Waste Data

Include average daily gross tons collected by route. Indicate average daily number of set-outs by route. Indicate average participation rates relative to the total number of Customers in terms of weekly set-out counts. Indicate number of Green Waste Bins and Carts distributed by size and Customer type. Also provide totals and location for Residue Disposed.

10.05.8 Customer Service Log

A copy of the customer service log, including a summary of the type and number of complaints and their resolution. Copies of a written record of all calls related to missed pick-ups and responses to such calls.

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

10.05.9 Bin and Cart Inventory

An updated complete inventory of Bins, Carts and Roll-Offs by type and size.

10.05.10 Additional Reporting

The Collector shall furnish the City with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

- Collector shall maintain any and all letters, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements

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charged to Customers for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Collector or pursuant to this Agreement.

- Collector shall maintain all documents and records, which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.
- Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Officer, the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to City for inspection at the City offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at Collector's address indicated for receipt of notices in this Agreement.

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ARTICLE 11. INSURANCE

11.01 INSURANCE POLICIES

Collector shall secure and maintain throughout the term of this Agreement insurance with insurers which are California-Admitted and Best A+ and VII rated, or better, to insure against claims for injuries to persons or damages to property which may arise from or in connection with Collector's performance of work for services under this Agreement. Collector's performance of work or services shall include performance by Collector's employees, agents, representatives and subcontractors.

11.01.1 Minimum Scope of Insurance

Insurance coverage shall be at least this broad:

- The most recent editions of Insurance Services Office Commercial General Liability coverage ("Occurrence" form CG 0001.)
- The most recent editions of Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 "any auto", or code 2 "owned autos" Coverage shall include also code 8 "hired autos" and code 9 "non-owned autos".
- Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability Insurance.

11.02 MINIMUM LIMITS OF INSURANCE

Collector shall maintain insurance limits no less than:

- Comprehensive General Liability: (\$10,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to this

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Agreement or the general aggregate limit shall be twice the required limit. The insurance shall be written on an "occurrence" basis (rather than a "claims made" basis) in a form at least as broad as the most current version of the Insurance Service Office commercial general liability occurrence policy form (CG0001).

- Automobile Liability: (\$10,000,000) combined single limit per accident for bodily injury and property damage.
- Umbrella Insurance: Umbrella insurance (over primary) shall be provided up to (\$20,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
- Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of (\$1,000,000) per accident.
- Hazardous Waste and Environmental Impairment Liability: (\$3,000,000) per occurrence.

11.03 DEDUCTIBLES AND SELF-INSURED RETENTION

Any deductibles or self-insured retention must be declared to, and approved by the City. At the option of City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the Indemnities; or Collector shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by City.

Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention in order to assure coverage as an "additional insured."

11.04 ENDORSEMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

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11.04.1 General Liability and Automobile Liability Coverage

- The City, its elected or appointed officials, officers, employees, agents, attorneys, and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by, or on behalf of, Collector; products and completed operations of Collector; premises owned, leased or used by Collector; and automobiles owned, leased, hired or borrowed by Collector. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, agents and contractors.
- Collector's insurance coverage shall be primary insurance as respects City, its elected or appointed officials, officers, employees, agents, attorneys, and contractors. Any insurance, or self-insurance maintained by City, its officers, employees, agents or contractors shall be in excess of Collector's insurance and shall not contribute with it.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its elected or appointed officials, officers, employees, agents, attorneys, and contractors.
- Coverage shall state that Collector'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.

11.04.2 Worker's Compensation Coverage

- A waiver of subrogation is required on the Collector's Workers' Compensation policy.

11.04.3 All Coverage

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) calendar days prior written notice has been given to City.

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11.05 ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers authorized to do business in the State of California and with a rating in the most recent edition of Best's Insurance Guide of category VII or larger, and a rating classification of A- or better acceptable to City.

11.06 VERIFICATION OF COVERAGE

Collector shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this Agreement. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Collector shall furnish City with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

11.06.1 Proof of Insurance

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

CITY OF CYPRESS
CITY CLERK
5275 ORANGE AVENUE
CYPRESS, CA 90630

11.07 SUBCONTRACTORS

Collector shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.

11.08 MODIFICATION OF INSURANCE REQUIREMENTS

The insurance requirements provided in this Agreement may be modified or waived by City, in writing, upon the request of Collector if the City determines

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such modification or waiver is in the best interest of City considering all relevant factors, including exposure to City.

11.09 RIGHTS OF SUBROGATION

All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against 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. Collector shall ensure that any companies issuing insurance to cover the requirements contained in this Agreement agree that they shall have no recourse against 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 City is named as an additional insured shall not apply to City.

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ARTICLE 12. INDEMNIFICATION AND BOND

12.01 INDEMNIFICATION

Collector shall indemnify and hold harmless City, its elected or appointed public officials, officers, directors, employees, agents, attorneys, and other contractors, from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals as well as all Court or other dispute resolution costs), liabilities, expenditures or causes of action of any kind (including negligent, reckless, willful or intentional acts or omissions of the Collector, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any services or anyone for whose acts any of them may be liable), arising from, relative to or caused by the award of this Agreement or the performance of the services authorized or required by this Agreement, or arising from the negligent acts or omissions of Collector hereunder, or arising from Collector'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 City, its elected or appointed public officials, officers, agents, attorneys or other contractors but excluding such claims or liabilities arising from the sole negligence or willful misconduct of the City, its officers, agents or employees, who are directly responsible to the City. This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death and to injury or destruction of tangible property. Collector agrees, at Collector's expense, after written notice from the City, to defend any action against the City that falls within the scope of this indemnity, or the City, at the City's option, may elect not to tender such defense and may elect instead to secure its own attorneys to defend any such action and the reasonable costs and expenses of such attorneys incurred in defending such action shall be payable by Collector. Additionally, if Collector, after receipt of written notice from

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the City, fails to make any payment due under this Agreement to the City, Collector shall pay any reasonable attorneys' fees or costs incurred by the City in securing any such payment from Collector. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by Collector from the City that such amount is due, be made by Collector prior to the City being required to pay same, or in the alternative, the City, at the City's option, may make payment of an amount so due and Collector shall promptly reimburse the City for same, together with interest thereon at the rate of 12% per annum simple interest from the date of receipt by Collector of written notice from the City that such payment is due.

Collector agrees to protect and defend City with counsel selected by Collector and approved by City, to pay all attorneys' fees, and to indemnify and hold City harmless from and against all fines or penalties imposed by the CalRecycle if the diversion goals specified in California Public Resources Code Section 41780 as of the date hereof and hereafter throughout are not met by the City with respect to the Materials Collected by Collector and if the lack in meeting such goals are attributable to the failure of the Collector to implement and operate the recycling or diversion programs or undertake the related activities required by this Agreement.

12.02 HAZARDOUS SUBSTANCES INDEMNIFICATION

Without regard to any insurance coverage or requirements, and without limiting the above general indemnification obligation in any way, Collector specifically agrees to and shall, to the maximum extent permitted by law, defend (with counsel acceptable to City), reimburse, indemnify, and hold harmless Indemnities 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,

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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 Collector 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 clean up, any Hazardous Contaminant (as defined herein); or
2. Relates to material collected, transported, recycled, processed, treated or disposed of by Collector.

Collector'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 Collector 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 Collector;
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.

The foregoing indemnity and defense obligations shall apply irrespective of the negligence or willful misconduct of Collector or any Affiliate of Collector.

For purposes of this section, the term "Hazardous Contaminant" shall mean any Hazardous Substance, any Hazardous Waste 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"

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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.

12.03 THE ACT INDEMNIFICATION AND GUARANTEE

To the extent authorized by law, Collector agrees to indemnify and hold harmless City from and against all fines and/or penalties imposed by the CalRecycle in the event the source reduction and recycling mandates or any other requirement of the Act or other state law regarding waste diversion, reduction or recycling are not met by City.

Collector warrants and represents that it is familiar with City's waste characterization study as set forth in City's Source Recovery and Recycling Element (SRRE), and that it has the ability to and will provide sufficient programs and services to ensure City will meet or exceed the diversion requirements (including, without limitation, amounts of Solid Waste to be diverted, time frames for diversion, and any other requirements) set forth in the Act.

12.04 PERFORMANCE BOND

Within ten (10) calendar days from the date the City Council approves this Agreement, the Collector shall furnish to the City, and keep current, a Performance Bond in a form substantially similar as set forth in Exhibit 3 which is included in and attached to this Agreement, for the faithful performance of this Agreement and all obligations arising hereunder in an amount as follows:

- Collector shall maintain a performance bond throughout the term of this Agreement in the amount of One Million Dollars (\$1,000,000).

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- The performance bond shall be executed by a surety company licensed to do business in the State of California, having an, A:VII or better rating, and approved by the City; and included on the list of surety companies approved by the Treasurer of the United States.

12.05 FOREFEITURE OF PERFORMANCE BOND

In the event Collector 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 which is necessary to recompense and make whole the City forfeited to the City. Upon partial or full forfeiture of the performance bond, Collector 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 this Agreement.

12.06 PERFORMANCE SECURITY BEYOND SERVICE TERM

Some Agreement requirements extend beyond the Term of this Agreement and other requirements, such as State-approved diversion rates per Section 5.05, will not be substantiated until after the final service date. Therefore, the Collector shall not terminate the performance bond or letter of credit, and will renew them to ensure continuous availability to the City, until receiving a written release from the City. Any performance bond or letter of credit will automatically expire at the end of 36 months after the end of the Term of this Agreement. Permission from the City to discontinue holding these performance securities does not relieve Collector of payments to the City that may be due, or may become due.

12.07 OBLIGATION

The execution of this Agreement by the Collector shall obligate the Collector to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must also be complied with as set forth in this Agreement.

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12.08 EXCEPTION

Notwithstanding other provisions of this Agreement, Collector's obligation to indemnify, hold harmless and defend City, its officers and employees shall not extend to any loss, liability, penalty, claim, damage, action or suit arising or resulting from acts or omissions constituting willful misconduct or active negligence of the City or its officers or employees, provided such active negligence or willful misconduct is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where City, its officers and/or employees are shown to have been actively negligent or engaged in willful misconduct and where that negligent or willful misconduct accounts for only a percentage of the liability involved, the obligation of Collector, will be for the entire portion or percentage of liability not attributable to the active negligence or willful misconduct of City, its officers and/or employees, or from the City's direction to deliver Solid Waste to a MRF, or processing center other than a facility owned and operated by Collector or an Affiliate.

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ARTICLE 13. DEFAULT OF AGREEMENT

13.01 TERMINATION FOR BREACH

The City may cancel this Agreement, except as otherwise provided below in this Section, by giving the Collector thirty (30) calendar days' advance written notice, to be served as provided in this Agreement, upon the happening of any one of the following events:

1. The Collector shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy (court) or a petition or answer seeking an arrangement for its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or any state thereof, or consent to the appointment of a receiver, trustee or liquidator of all or substantially all of its property; or
2. By order or decree of a Court, the Collector shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of the stockholders of the Collector, seeking its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or of any state thereof, provided that if any such judgment or order is stayed or vacated within sixty (60) calendar days after the entry thereof, any notice of default shall be and become null, void and of no effect; unless such stayed judgment or order is reinstated in which case, the default shall be deemed immediate; or
3. By, or pursuant to, or under the authority of any legislative act, resolution or rule or any order or decree of any Court or governmental board, agency or officer having jurisdiction, a receiver, trustee or liquidator shall take possession or control of all or substantially all of the property of the

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Collector, and such possession or control shall continue in effect for a period of sixty (60) calendar days; or

4. The Collector has defaulted, by failing or refusing to pay in a timely manner the liquidated damages or other monies due the City and the default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or
5. The Collector has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and the default is not cured within thirty (30) calendar days of receipt of written notice by City to do so; or
6. In the event that the monies due the City under Section 13.01.4 above or an unsatisfied final judgment under Section 13.01.5 above is the subject of a judicial proceeding, the Collector shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the City Attorney; or
7. The Collector has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Agreement or any of the rules and regulations promulgated by the City pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Officer relative thereto and the default is not cured within thirty (30) calendar days of receipt of written notice by the City to do so, or if by reason of the nature of such default, the same cannot be remedied within thirty (30) calendar days following receipt by the Collector of written demand from the City to do so, the Collector fails to commence the remedy of such default within thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof [with the Collector having the burden of proof to demonstrate (a) that the default cannot be cured within thirty (30) calendar days, and (b) that it is proceeding with diligence to cure the default, and such default will be cured within a reasonable period of time]. Except for matters constituting a Force Majeure, in the event Collector fails to provide Collection Services for a period of five (5) consecutive Work Days, the City may secure the Collector 's records on

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the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and the Collector is again able to perform pursuant to this Agreement; provided, however, if the Collector is unable for any reason or cause to resume performance at the end of thirty (30) calendar days, all liability of the City under this Agreement to the Collector shall cease and this Agreement may be deemed terminated by the City.

13.02 VIOLATIONS

Notwithstanding the foregoing and as supplemental and additional means of termination of this Agreement under this Article, in the event that the Collector's record of performance shows that the Collector has frequently, regularly or repetitively defaulted in the performance of any of the covenants and conditions required herein to be kept and performed by the Collector, in the opinion of the City and regardless of whether the Collector has corrected each individual condition of default, the Collector shall be deemed a "habitual violator", shall be deemed to have waived the right to any further notice or grace period to correct, and all of the defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. In order to be deemed a "habitual violator" such violation must have occurred not less frequently than three (3) times in any Agreement Year. The City shall thereupon issue the Collector a final warning citing the circumstances therefore, and any single default by the Collector of whatever nature, subsequent to the occurrence of the last of the cumulative defaults, shall be grounds for immediate termination of the Agreement. In the event of any such subsequent default, the City may terminate this Agreement upon giving of written final notice to the Collector, such cancellation to be effective upon the date specified in the City's written notice to the Collector, and all contractual fees due hereunder plus any and all charges and interest shall be payable to that date, and the Collector shall have no further

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rights hereunder. Immediately upon the specified date in such final notice the Collector shall proceed to cease any further performance under this Agreement.

13.03 EFFECTIVE DATE OF TERMINATION

In the event of events specified in Sections 13.01 or 13.02, and except as otherwise provided in these subsections, termination shall be effective upon the date specified in the City's written notice to the Collector and upon that date this Agreement shall be deemed immediately terminated and upon such termination all liability of the City under this Agreement to the Collector shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. The Collector for failure to perform shall reimburse the City all direct and indirect costs of providing interim Collection Services.

13.04 IMMEDIATE TERMINATION

City may terminate this Agreement immediately upon written notice to Collector in the event Collector fails to provide and maintain the performance bond as required by this Agreement, Collector fails to obtain or maintain insurance policies endorsements as required by this Agreement, Collector fails to provide the proof of insurance as required by this Agreement, or Collector offers or gives any gift prohibited by City Municipal Code.

13.05 TERMINATION CUMULATIVE

City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

13.06 LIQUIDATED DAMAGES

13.06.1 General

The City finds, and Collector agrees, that as of the time of the execution of this Agreement, it is impractical, if not impossible, to reasonably ascertain the extent

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of damages which shall be incurred by City as a result of a breach by Collector 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.

13.06.2 Service Performance Standards; Liquidated Damages for Failure to Meet Standards

The parties further acknowledge that consistent, reliable Solid Waste Handling Service is of utmost importance to City and that City has considered and relied on Collector's representations as to its quality of service commitment in entering this Agreement with it. The parties further recognize that some quantified standards of performance are necessary and appropriate to ensure consistent and reliable service and performance. The parties further recognize that if Collector 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, the parties agree that the following liquidated damage amounts represent a reasonable estimate of the

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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.

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a.	Failure or neglect to resolve each complaint within the time set forth in this Contract.	\$250 per incident per Customer
b.	Failure to clean up spillage or litter caused by Collector.	\$150 per incident per location, and any other fine levied by state, local or federal agencies.
c.	Failure to repair damage to Customer property caused by Collector or its personnel.	\$250 per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$150 per incident per day.
e.	Failure to have a vehicle operator properly licensed.	\$150 per incident per day.
f.	Failure to maintain office hours as required by this Contract.	\$150 per incident per day.
g.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Contract.	\$250 per incident per day.
h.	Failure to properly cover materials in Collection Vehicles.	\$150 per incident, and any other fine levied by state, local or federal agencies.
i.	Failure to display Collector's name and Customer Service phone number on Collection Vehicles, except for reserve vehicles.	\$150 per incident per day.
j.	Failure to comply with the hours or days of operation as required by this Contract.	\$150 per incident per day.
k.	Failure or neglect to complete at least ninety percent (90%) of each route on the regularly scheduled Collection Service Work Day.	\$150 for each route not completed.
l.	Failure to notify Contract Officer of failure to complete daily routes.	\$250 per incident per day.
m.	Changing routes without proper notification to the Contract Officer.	\$250 per incident per day.
n.	Commingling Residential or Commercial Refuse with Recyclable Materials.	\$250 per incident.
o.	Commingling of materials collected inside and outside the City of Cypress without prior approval by the City.	\$250 per incident.
p.	Failure to repair or replace damaged carts or bins within the time required by this Contract.	\$150 per incident per day.
q.	Failure to deliver or exchange carts or bins within the time required by this Contract.	\$150 per incident per day.
r.	Failure to have Collector personnel in proper uniform.	\$100 per incident per day.
s.	Disposal of Recyclable Materials in the Disposal Facility without first obtaining the required permission of the City.	\$150 per occurrence
t.	Failure to provide required communications equipment.	\$100 per incident per day.
u.	Failure to deliver any collected materials to the Disposal Facility, Materials Recycling Facility, or Green Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Contract.	\$250 per incident
v.	Delivery to the Disposal Facility of any Solid Waste collected outside of the city boundaries of Cypress commingled with Solid Waste collected as part of this Contract without prior approval by the City.	\$150 per incident
w.	For each report submitted to CalRecycle (beginning as indicated in Section 5.06) which City submits to the State, or which is later revised, that reflects an overall diversion rate lower than the diversion rate required per Section 5.06	\$250 per incident

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13.07 PROCEDURE FOR REVIEW OF LIQUIDATED DAMAGES

The City Manager may assess liquidated damages pursuant to this Agreement on a monthly basis. At the end of each month during the term of this Agreement, the City Manager shall issue a written notice to Collector ("Notice of Assessment") of the liquidated damages assessed and the basis for each assessment.

1. The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, Collector provides a written request for a meeting with the City Manager to present evidence that the assessment should not be made.
2. The City Manager shall schedule a meeting between Collector and City Manager or designee as soon as reasonably possible after timely receipt of Collector's request.
3. The City Manager or the City Manager's designee shall review Collector's evidence and render a decision sustaining or reversing the liquidated damages as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to Collector.
4. In the event Collector does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the City Manager's determination shall be final and City may deduct the liquidated damages from amounts otherwise due to Collector.
5. City's assessment or collection of liquidated damages shall not prevent City from exercising any other right or remedy, including the right to compel performance or terminate this Agreement, for Collector's failure to perform the work and services in the manner set forth in this Agreement. Liquidated damages shall be in addition to any applicable fines or penalties imposed by third parties, damages owed to third parties and actual cleanup costs.

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ARTICLE 14. OTHER AGREEMENTS OF THE PARTIES

14.01 INDEPENDENT CONTRACTOR

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

14.02 COMPLIANCE WITH LAW

In the performance of this Agreement, Collector shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation the City of Cypress Municipal Code.

14.03 NO ASSIGNMENT

No assignment of this Agreement or any right occurring under this Agreement shall be made in whole or in part by the Collector without the express prior written consent of the City. The City shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the Collector, except for an assignment to an Affiliate of Collector, which shall not be withheld unreasonably. Any assignment of this Agreement made by the Collector without the express written consent of the City shall be null and void and shall be grounds for the City to declare a default of this Agreement and immediately terminate this Agreement by giving written notice to the Collector, and upon the

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date of such notice this Agreement shall be deemed immediately terminated, and upon such termination all liability of the City under this Agreement to the Collector shall cease, and the City shall have the right to call the performance bond and shall be free to negotiate with other contractors, the Collector, or any other person or company for the service which is the subject of this Agreement. In the event of any assignment, the assignee shall fully assume all the liabilities of the Collector.

14.04 USE OF SUBCONTRACTOR

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

14.05 SUBCONTRACTORS

The Collector shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor agrees that Collector and subcontractor are independent contractors and have no other agency relationship with City.

14.06 NONDISCRIMINATION

In the performance of all work and services under this Agreement, Collector shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status or sexual orientation. Collector shall

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comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

14.07 MODIFICATIONS

The City shall have the power to make changes in this Agreement as the result of changes in law, changes in the City of Cypress Municipal Code, or both, to impose new rules and regulations on the Collector under this Agreement relative to the scope and methods of providing Collection Services as shall from time to time be necessary and desirable for the public welfare. The City shall give the Collector notice of any proposed change and an opportunity to be heard concerning those matters.

14.07.1 Change in Law

The City and the Collector understand and agree that the California Legislature and regulatory agencies have the authority to make comprehensive changes in Solid Waste Management legislation and regulations, including but not limited to fees and charges imposed under federal, state or local law related to the provisions of solid waste services, and that these and other changes in law in the future which mandate certain actions or programs for counties or municipalities may require changes or modifications in some of the terms, conditions or obligations under this Agreement. The Collector agrees that the terms and provisions of the City of Cypress Municipal Code, as it now exists or as it may be amended in the future, shall apply to all of the provisions of this Agreement and the Customers of the Collector located within the Service Area. In the event any future change in the City Code, state law or regulations that materially alters the obligations of the Collector, the City requests a change in the scope of services, or there is an increase or decrease in a fee or charge applicable to the provision of Solid Waste Services, then the affected service rates, as established in Exhibit 1 of this Agreement shall be adjusted. Nothing contained in this Agreement shall require any party to perform any act or function contrary to law. The City and

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Collector agree to enter into good faith negotiations regarding modifications to this Agreement which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to this Agreement, the City and the Collector shall negotiate in good faith a reasonable and appropriate compensation adjustment for any increase or decrease in the services or other obligations required of the Collector due to any modification in this Agreement under this Article. The City and the Collector shall not unreasonably withhold agreement to such compensation adjustment.

14.07.2 City's Right to Direct Changes

City may direct Collector to perform additional Solid Waste Collection and diversion 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 Waste Generators are included among the kinds of changes which City may direct. Collector shall be entitled to an adjustment in its Collector Compensation for providing such additional or modified services, including a profit factor equal to ten percent (10%) of the incremental cost of such additional or modified services. City may utilize cost components provided with Collector's proposed rates in calculating equitable rate adjustments. If the City Manager and Collector cannot agree upon the amount of a rate adjustment authorized pursuant to this section, the City Council shall make a final determination and its decision is final and binding.

14.07.3 New or Additional Programs and Services

(a) Collector shall present, within thirty (30) days of a written 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, manpower, etc.).
- Equipment to be utilized (vehicle number, types, capacity, age, etc.).

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- Labor requirements (number of employees, by classification).
- Type(s) of Containers to be utilized.
- Type(s) of materials to be collected.
- Provision for program publicity/education/marketing.
- Three-year projection of the financial results of the program's operations in an operating statement format including documentation of the key assumptions underlying the projections and the support for those assumptions.
- The added cost for providing such additional or expanded diversion services.

(b) In the event that the mandatory diversion rate of 50% under state law is increased or other diversion or waste reduction requirements are imposed by legislative or regulatory action, then City and Collector agree to meet and negotiate in good faith with respect to necessary compliance programs and corresponding rate increases needed to fund such programs. In order to assist the City in achieving diversion rates and programs mandated by state law in each calendar year during the term of this Agreement, Collector shall be required to provide and implement, if requested by the City, additional services and programs to the extent necessary to achieve the legally required diversion rate in each calendar year and to comply with all other state mandates regarding diversion, recycling and waste reduction. Without limiting the foregoing, Collector agrees that the rate for incremental processing or other programs provided by Collector directly or indirectly shall not be higher than the lowest rate for the same incremental processing or programs provided to other municipalities by Collector based upon comparable features and cost factors, and if at any time the rate for the same incremental processing or programs with comparable features and cost factors provided by Collector directly or indirectly to another municipality is lower than the rate at which City is charged, then the rate

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applicable to City shall immediately and automatically be lowered to such lower rate.

14.08 TRANSITION TO NEXT COLLECTOR

In the event Collector is not awarded an Agreement to continue to provide Collection Services following the expiration or early termination of this Agreement, Collector shall cooperate fully with City and any subsequent contractors to assure a smooth transition of services described in this Agreement. Such cooperation shall include but not be limited to transfer of computer data, files and tapes; providing routing information, route maps, vehicle fleet information, and list of Customers; providing a complete inventory of all carts and bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Agreement; taking all actions necessary to transfer ownership of carts and bins, as appropriate, to City; including transporting such containers to a location designated by the Contract Officer; coordinating collection of materials set out in new containers if new containers are provided for a subsequent Agreement and providing other reports and data required by this Agreement.

Where City has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of Collector's business, City may, by written request or demand of any of the above-named officers, require that custody of the records be given to City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Collector, Collector's representatives, or Collector's successor-in-interest.

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ARTICLE 15. MISCELLANEOUS PROVISIONS

15.01 GOVERNING LAW

The law of the State of California shall govern the rights, obligations, duties and liabilities of City and Collector under this Agreement and shall govern the interpretation of this Agreement.

15.02 JURISDICTION

The parties agree that any litigation between City and Collector concerning or arising out of this Agreement shall be filed and maintained exclusively in the Municipal or Superior Courts of Orange County, State of California, or in the United States District Court for the Central District of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

15.03 WAIVER

Waiver by City or Collector of any breach for violation of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent breach or violation of the same or of any other term, covenant or condition. The subsequent acceptance by City of any fee, tax, or any other monies which may become due from Collector to City shall not be deemed to be a waiver by City of any breach for violation of any term, covenant or condition of this Agreement.

The failure of the City at any time to require performance by the Collector of any provision hereof shall in no way affect the right of the City thereafter to enforce same. Nor shall waiver by the City of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

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15.04 ENTIRE AGREEMENT

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

This Agreement and the Exhibits attached hereto constitute the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. Each such Exhibit is a part of this Agreement and each is incorporated by this reference.

15.05 SECTION HEADINGS

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

15.06 CONSIDERATION

It is specifically understood and agreed that the consideration inuring to the Collector for the execution of this Agreement consists of the promises, payments, covenants, rights and responsibilities contained in this Agreement.

15.07 SEVERABILITY

If any provision of this Agreement or the application of it to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of such provisions to persons or situations

CITY OF CYPRESS
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other than those as to which it shall have been held invalid or unenforceable, shall not be affected, shall continue in full force and effect, and shall be enforced to the fullest extent permitted by law.

15.08 DAMAGE BY COLLECTOR

If Collector's employees or subcontractors cause any injury, damage or loss to City property, including but not limited to City streets or curbs, Collector shall reimburse City for City's cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of City to be indemnified by Collector for any such injury, damage or loss. With the prior written approval of City, Collector may repair the damage at Collector's sole cost and expense.

15.09 ACKNOWLEDGMENT

It is acknowledged that each party was, or had the opportunity to be, represented by counsel in the preparation of and contributed equally to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing the same shall not apply herein due to the joint contributions of both parties.

15.10 COLLECTOR STATUS

Collector 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.

15.11 COLLECTOR AUTHORIZATION

Collector represents and warrants that it has the authority to enter into and perform its obligations under this Agreement. The Board of Directors of Collector (or the shareholders, if necessary) has taken all actions required by law, its articles of incorporation, its bylaws or otherwise to authorize the execution of this Agreement. The Persons signing this Agreement on behalf of Collector have

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authority to do so. Collector shall authorize one employee for the City as a single point of contact for issues arising under this Agreement, and Collector acknowledges and agrees that City may expect and assume that this employee's actions are taken on behalf of and with the full approval of the Collector.

15.12 REPRESENTATIONS

Collector warrants and represents that no elected official, officer, agent or employee of the City has a financial interest, directly or indirectly, in this Agreement, the compensation to be paid under it and, further, that no City employee who acts in the City as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the Collector and, further, that no such City employee, purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the Collector. Material interest means direct or indirect ownership of more than five percent (5%) of the total assets or capital stock of the Collector.

Collector represents that Collector is familiar with City's prohibition against the acceptance of any gift by a City officer or designated employee. Collector shall not offer any City officer or designated employee any gifts prohibited by the City.

15.13 PERMITS & LICENSES

Collector shall obtain, at its own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect throughout the term of this Agreement. Collector shall provide proof of such permits, licenses or approvals and shall demonstrate compliance with the terms and conditions of such permits, licenses and approvals upon the request of the Contract Officer.

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15.14 CITY OWNERSHIP

All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by City or Collector in connection with the services to be performed under this Agreement, whether developed directly or indirectly by City or Collector shall be and shall remain the property of City without limitation or restrictions on the use of such materials by City. Notwithstanding the above, all financial records and data remain the property of Collector. Collector shall not use such materials in connection with any project not connected with this Agreement without the prior written consent of the Contract Officer. This Article 15.14 does not apply to ideas or concepts described in such materials and does not apply to the format of such materials.

15.15 EXEMPT WASTE

The Collector shall not be required to collect or dispose of Exempt Waste, but may offer such services. All such Collection and disposal of Exempt Waste is not regulated under this Agreement, but if provided by the Collector shall be in strict compliance with all federal, state and local laws and regulations. If Collector is aware of any Exempt Waste and chooses not to collect it, Collector must notify City of the Exempt Waste.

CITY OF CYPRESS
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**ARTICLE 16. CITY OFFICERS AND EMPLOYEES: NON-
DISCRIMINATION**

16.01 NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer or employee of the City shall be personally liable to the Collector, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Collector or to its successor, or for breach of any obligation of the terms of this Agreement.

16.02 CONFLICT OF INTEREST.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Collector warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

16.03 COVENANT AGAINST DISCRIMINATION

Collector covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, or ancestry in the performance of this Agreement. Collector shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, sexual orientation, gender identity, national origin, or ancestry.

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ARTICLE 17. NOTICES

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

As to the CITY:

City of Cypress
City Manager or His Designee
5275 Orange Avenue
Cypress, CA 90630

As to the COLLECTOR:

Valley Vista Services, Inc. dba as Valley Vista Services of Orange County
Attn: David Perez
17445 Railroad Street
City of Industry, CA 91748


Notices shall be effective when received at the address as specified above. Changes in the respective address to which such notice is to be directed may be made by written notice.

Notice by City to Collector of a Collection or other Customer problem or complaint may be given to Collector orally by telephone at Collector's local office with confirmation sent to Collector through the Customer Service System by the end of the Work Day.

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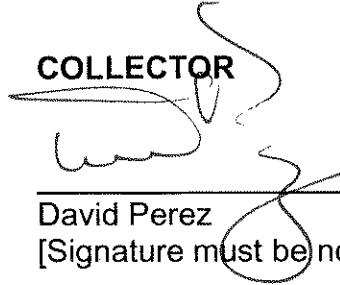
IN WITNESS WHEREOF, the City and the Collector have executed this Agreement on the respective date(s) below each signature.

CITY OF CYPRESS



Lerdy Mills
Mayor

COLLECTOR



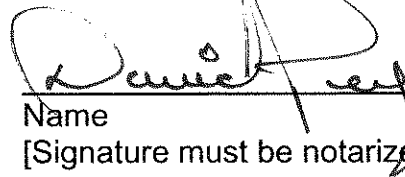
David Perez
[Signature must be notarized]

ATTEST:



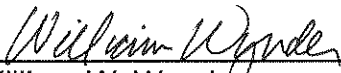
Denise Basham
City Clerk

Vice-President of Operations



Name
[Signature must be notarized]

APPROVED AS TO FORM



William W. Wynder
City Attorney

PRESIDENT

Title

STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On Sept. 22, 2014, before me, Tanya Rosales a Notary Public, personally appeared David Perez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Tanya Rosales



STATE OF CALIFORNIA)
)
COUNTY OF Los Angeles)

On Sept. 21, 2014, before me, Tanya Rosales, a Notary Public, personally appeared David M Perez who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/het/their authorized capacity(ies), and that by his/het/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature Tanya Rosales



**CITY OF CYPRESS
SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT**

EXHIBIT 1: INITIAL RATES

MAXIMUM RESIDENTIAL		MAXIMUM RATES	
A.	RESIDENTIAL CART SERVICE – One 96-gallons capacity each: refuse, recycling, and green waste carts – weekly collection; billing provided by City billing Agent.	\$12.97	Per Month
B.	Additional Refuse Cart(s) – Each.	\$5.00	Per Month
C.	Additional Green Waste Cart(s) – Each after first 2.	\$25.00	Per Month
D.	First Additional Green Waste Cart and All Additional Recycling Carts will be free of charge.	No Charge	
E.	Cart Delivery (addition, removal or exchange) beyond two (2) per type per customer.	\$25.00	Per Trip
F.	Cart Replacement Due to Customer Damage.	\$50.00	Per Event
G.	On-Call Bulky Waste / E-Waste (Up to twelve (12) items per year.)	No Charge	
H.	On-Call Bulky Waste / E-Waste (beyond twelve (12) per year.)	\$50.00	Per item
I.	Annual Holiday Tree Collection	No Charge	
J.	Cart Roll-Out Service – Incremental Charge (in addition to base charge in line A).	\$25.00	Per Month

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY SOLID WASTE SERVICE RATES							
Container Size	Pickups per Week						Extra Dump
	1 X	2 X	3 X	4 X	5 X	6 X	
2 Cubic Yards	\$101.94	\$175.85	\$234.82	\$293.79	\$350.87	\$408.65	\$40.00
3 Cubic Yards	\$110.00	\$182.00	\$249.00	\$313.00	\$375.00	\$440.00	\$40.00
4 Cubic Yards	\$150.73	\$246.01	\$298.87	\$350.73	\$403.57	\$471.68	\$40.00
Locking Bin Fee	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00	\$40.00
96 Gal Cart	\$20.00	n/a	n/a	n/a	n/a	n/a	\$10.00

*Solid Waste Bin Service for Commercial and Multi-Family Premises.

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MAXIMUM MONTHLY COMMERCIAL SOURCE-SEPARATED RECYCLING SERVICE RATES							
Container Size	Pickups per Week						
	1 X	2 X	3 X	4 X	5 X	6 X	Extra Dump
3 Cubic Yards	\$50.97.	\$87.93	\$117.41	\$146.90	\$175.43	\$204.33	\$30.00
96 Gal Cart	\$10.00	n/a	n/a	n/a	n/a	n/a	\$10.00

MAXIMUM MONTHLY COMPACTOR SERVICE RATES						
Container Size	Pickups per Week					
	1 X	2 X	3 X	4 X	5 X	6 X
2 Cubic Yards	\$200.00	\$350.00	\$470.00	\$600.00	\$700.0	\$800.00
3 Cubic Yards	\$220.000	\$360.00	\$500.00	\$625.00	\$750.00	\$880.00
4 Cubic Yards	\$150.73	\$246.01	\$298.87	\$350.73	\$403.57	\$471.68
Locking Bin Fee	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00

MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY GREEN WASTE SERVICE RATES						
Container Size	Pickups per Week					
	1 X	2 X	3 X	4 X	5 X	6 X
2 Cubic Yards	\$60.00	\$60.00	\$125.00	\$180.00	\$210.00	\$240.00
3 Cubic Yards	\$66.00	\$100.00	\$150.00	\$200.00	\$225.00	\$260.00
4 Cubic Yards	\$90.00	\$150.00	\$180.00	\$220.00	\$250.00	\$275.00
Locking Bin Fee	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
96 Gal Cart	\$20.00	n/a	n/a	n/a	n/a	n/a

*Green Waste Bin Service for Commercial and Multi-Family Premises.

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MAXIMUM MONTHLY COMMERCIAL & MULTI-FAMILY ORGANIC WASTE SERVICE RATES						
Container Size	Pickups per Week					
	1 X	2 X	3 X	4 X	5 X	6 X
2 Cubic Yards	\$122.33	\$211.02	\$281.79	\$352.55	\$421.04	\$490.38
3 Cubic Yards	\$132.00	\$218.40	\$298.80	\$374.40	\$450.00	\$528.00
4 Cubic Yards	\$180.88	\$295.21	\$358.65	\$420.87	\$484.29	\$566.02
96 Gal Cart	\$63.50	n/a	n/a	n/a	n/a	n/a

ITEM	MAXIMUM COMMERCIAL ROLL-OFF BOX & COMPACTOR SERVICE	MAXIMUM RATES	
A.	Roll-Off Box or Compactor Service	\$265.00	Per Pull
B.	Disposal Fee	\$32.60	Per Ton
C.	C&D MRF Fee	\$55.00	Per Ton
D.	Daily Rental (After 7 days with no dump)	\$10.00	Per Day
E.	Dead Run	No Charge	
F.	Overload Container	\$40.00	Per Ton

ITEM	MAXIMUM TEMPORARY BIN SERVICE	MAXIMUM RATES	
A.	3-Yard Bin: Delivery and Removal (1 st Dump included)	\$120.00	
B.	3-Yard Bin: Additional Dump	\$50.00	Each Dump
C.	Dead Run	No Charge	
D.	Daily Rental (After 7 days with no dump)	\$5.00	Per Day

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ITEM	OTHER SERVICES	MAXIMUM RATES	
A.	On-Call Bulky Waste – Commercial Premises	\$50.00	Per Item
B.	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Up to twelve (12) items per year.)	No Charge	
C.	On-Call Bulky Waste / E-Waste – Multi-Family Premises (Beyond twelve (12) items per year.)	\$50.00	Per Item
D.	On-Call E-Waste & U-Waste Collection & Recycling – Commercial & Multi-Family Premises	\$50.00	Per Item
E.	Household Hazardous Waste Collection – Multi-Family Premises	\$50.00	Per Item
F.	Emergency Service	\$50.00	Per Hour
G.	Maximum Late Fee	6%	Per Annum
FH	Bin Washing Service beyond Once a Year	No Charge	

**CITY OF CYPRESS
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EXHIBIT 2A: EXAMPLE RATE ADJUSTMENT – RESIDENTIAL

STEP ONE: Calculate Percentage Change in Indices		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/Column A)-1)	
1	Collection ⁽¹⁾	241.059	246.000	2.05%	
2	Disposal ⁽²⁾	32.36	32.69	1.02%	
3	Green Waste ⁽³⁾	25.00	26.00	4.00%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
4	Collection Service ⁽⁴⁾	2.05%	75.00%	1.54%	
5	Disposal	1.02%	20.00%	0.20%	
6	Green Waste	4.00%	5.00%	0.20%	
7	Total Residential Cart Percentage Rate Adjustment			1.94%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 7, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	Residential 3-Cart Service	12.97	1.94%	0.25	13.22
9	Additional Refuse Cart(s) Each	5.00	1.94%	0.10	5.10
10	Additional Green Waste Cart(s) Each	25.00	1.94%	0.49	25.49
11	Additional Recycling Cart(s) Each	n/c	n/a	n/a	n/c
12	On-Call Bulky Item Beyond 12 per Year	50.00	1.94%	0.97	50.97
13	Annual Christmas Tree Collection	n/c	n/a	n/a	n/c

- (1) Consumer price index - All Urban Consumers, All Items, Los Angeles - Riverside - Orange County, CA CUURA421SA0 as of February prior to July 1 when the rate change will take effect. The Initial index will be 241.059.
- (2) Disposal gate fee for solid waste at Orange County Landfills as per Waste Disposal Agreement in effect as of March 15 prior to July 1 when the rate change will take effect. Initial index will be 32.36.
- (3) Gate fee at Grand Central Recycling and Transfer. The initial index will be 25.00 per ton.
- (4) Maximum allowed percentage change not to exceed 3.5%

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EXHIBIT 2B: EXAMPLE RATE ADJUSTMENT – COMMERCIAL

STEP ONE: Calculate Percentage Change in Indices		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/Column A)-1)	
1	Collection ⁽¹⁾	241.059	246.000	2.05%	
2	Disposal ⁽²⁾	32.36	32.69	1.02%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Collection ⁽³⁾	2.05%	80.00%	1.64%	
4	Disposal	1.02%	20.00%	0.20%	
5	Total Commercial Service Percentage Rate Adjustment			1.84%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 5, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
6	Refuse 2 Cu Yards 1 x Wk	101.94	1.84%	1.88	103.82
7	Refuse 2 Cu Yards 2 X Wk	175.85	1.84%	3.24	179.09
8	Refuse 2 Cu Yards 3 X Wk	234.82	1.84%	4.33	239.15
9	Refuse 2 Cu Yards 4 X Wk	293.79	1.84%	5.42	299.21
10	Refuse 2 Cu Yards 5 X Wk	350.87	1.84%	6.47	357.34
11	Refuse 2 Cu Yards 6 X Wk	408.65	1.84%	7.53	416.18
12	Refuse 3 Cu Yards 1 x Wk	110.00	1.84%	2.03	112.03
13	Refuse 3 Cu Yards 2 X Wk	182.00	1.84%	3.36	185.36
14	Refuse 3 Cu Yards 3 X Wk	249.00	1.84%	4.59	253.59
15	Refuse 3 Cu Yards 4 X Wk	313.00	1.84%	5.77	318.77
16	Refuse 3 Cu Yards 5 X Wk	375.00	1.84%	6.91	381.91
17	Refuse 3 Cu Yards 6 X Wk	440.00	1.84%	8.11	448.11
18	Refuse 4 Cu Yards 1 x Wk	150.73	1.84%	2.78	153.51
19	Refuse 4 Cu Yards 2 X Wk	246.01	1.84%	4.54	250.55
20	Refuse 4 Cu Yards 3 X Wk	298.87	1.84%	5.51	304.38
21	Refuse 4 Cu Yards 4 X Wk	350.73	1.84%	6.47	357.20
22	Refuse 4 Cu Yards 5 X Wk	403.57	1.84%	7.44	411.01
23	Refuse 4 Cu Yards 6 X Wk	471.68	1.84%	8.70	480.38
24	Extra Dump	40.00	1.84%	0.74	40.74
25	96 Gallon Cart	20.00	1.84%	0.37	20.37

- (1) Consumer price index - All Urban Consumers, All Items, Los Angeles - Riverside - Orange County, CA CUURA421SA0 as of February prior to July 1 when the rate change will take effect. The Initial index will be 241.059.
- (2) Disposal gate fee for solid waste at Orange County Landfills as per Waste Disposal Agreement in effect as of March 15 prior to July 1 when the rate change will take effect. Initial index will be 32.36.
- (3) Maximum allowed percentage change not to exceed 3.5%

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EXHIBIT 2C: EXAMPLE RATE ADJUSTMENT – ROLL-OFF & OTHER SERVICES

STEP ONE: Calculate Percentage Change in Indices		A	B	C	
Row	Rate Component	Old Index	New Index	Percent Change in Index ((Column B/ Column A)-1)	
1	Collection ⁽¹⁾	241.059	246.000	2.05%	
2	Disposal ⁽²⁾	32.36	32.69	1.02%	
STEP TWO: Determine Weighted Change		D	E	F	
Row	Rate Component	Maximum Allowed Percentage Change	Component Weighting	Total Weighted Change (Column D x E)	
3	Total Roll-Off Collection & Other Services Percentage Rate Adjustment ⁽³⁾	2.05%	100.00%	2.05%	
4	Roll-Off Disposal ⁽³⁾	1.02%	100.00%	1.02%	
STEP THREE: Apply Percentage Change to Rates		G	H	I	J
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3 & 4, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
5	MRF C&D Service Component ⁽⁴⁾	22.64	2.05%	0.46	23.10
6	Disposal Component	32.36	1.02%	0.33	32.69
7	Per Ton C&D MRF Processing Fee for C&D (Row 5 + Row 6) ⁽⁵⁾	55.00	1.44%		55.79
Row	Rate Category	Current Rate	Total Weighted Percentage Change (from Row 3 or 4, Column F)	Rate Increase or Decrease (Column G x Column H)	Adjusted Rate (Column G + Column I)
8	Roll-Off Or Compactor Service per Pull.	150.00	2.05%	3.07	153.07
9	Roll-Off Disposal Fee Per Ton ⁽⁶⁾	32.60	1.02%	0.33	32.93
10	Roll-Off Daily Rental (after 7 days with no dump)	5.00	2.05%	0.10	5.10
11	Roll-Off Dead Run	30.00	2.05%	0.61	30.61
12	3-Yard Clean up Bin: Includes one dump	100.00	2.05%	2.05	102.05
13	3-Yard Clean-up Bin (each dump)	30.00	2.05%	0.61	30.61
14	3-Yard Clean-up Bin Dead run	10.00	2.05%	0.20	10.20
15	3-Yard Clean-up Bin Rental (after 7 days with no dump)	3.00	2.05%	0.06	3.06
16	Emergency Service	80.00	2.05%	1.64	81.64

- (1) Consumer price index - All Urban Consumers, All Items, Los Angeles - Riverside - Orange County, CA CUURA421SA0 as of February prior to July 1 when the rate change will take effect. The Initial index will be 241.059.
- (2) Disposal gate fee for solid waste at Orange County Landfills as per Waste Disposal Agreement in effect as of March 15 prior to July 1 when the rate change will take effect. Initial index will be 32.36.
- (3) Maximum allowed percentage change not to exceed 3.5%
- (4) Initial MRF C&D Service Rate will be \$22.63 per ton.
- (5) The per ton C&D MRF Processing rate will be calculated in two steps; 1) the service component, and 2) the disposal component.
- (6) Apply only the disposal index to the roll-off disposal rate

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EXHIBIT 3: PERFORMANCE BOND

(To be inserted after Agreement award)

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SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT**

EXHIBIT 4: LIST OF CITY FACILITIES

City Facilities	Location Address
Cypress City Hall/Police Department	5275 Orange Avenue
Cypress Corporation Yard	5285 Cypress Street
Cypress Community Center	5700 Orange Avenue
Cypress Senior Center	9031 Grindlay Street
City Parks	Location Address
Arnold/Cypress Park	8611 Watson Street
Baroldi/Sycamore Park	6616 Cerritos Avenue
Cedar Glen Park	10201 Moody Street
Damron Park	5400 Myra Avenue
Darrell Essex Park	5131 Ball Road
Eucalyptus Park	5900 Orangewood Avenue
Evergreen Park	9300 Moody Street
Hettinga/Manzanita Park	6500 Orangewood Avenue
Laurel Park	5902 Cathy Avenue
Maple Grove Park North	6221 Orangewood Avenue
Maple Grove Park South	6220 Orange Avenue
Nature Park	4201 Ball Road
Oak Knoll Park	9600 Graham Street
Peppertree Park	11666 Luau Lane
Pinewood Park	9675 Juanita Street
Rosen/Acacia Park	5681 Newman Street
Vessels Park	5900 Cathy Lane
Veterans Park	4554 Avenida Granada
Willow Park	4501 Orange Avenue

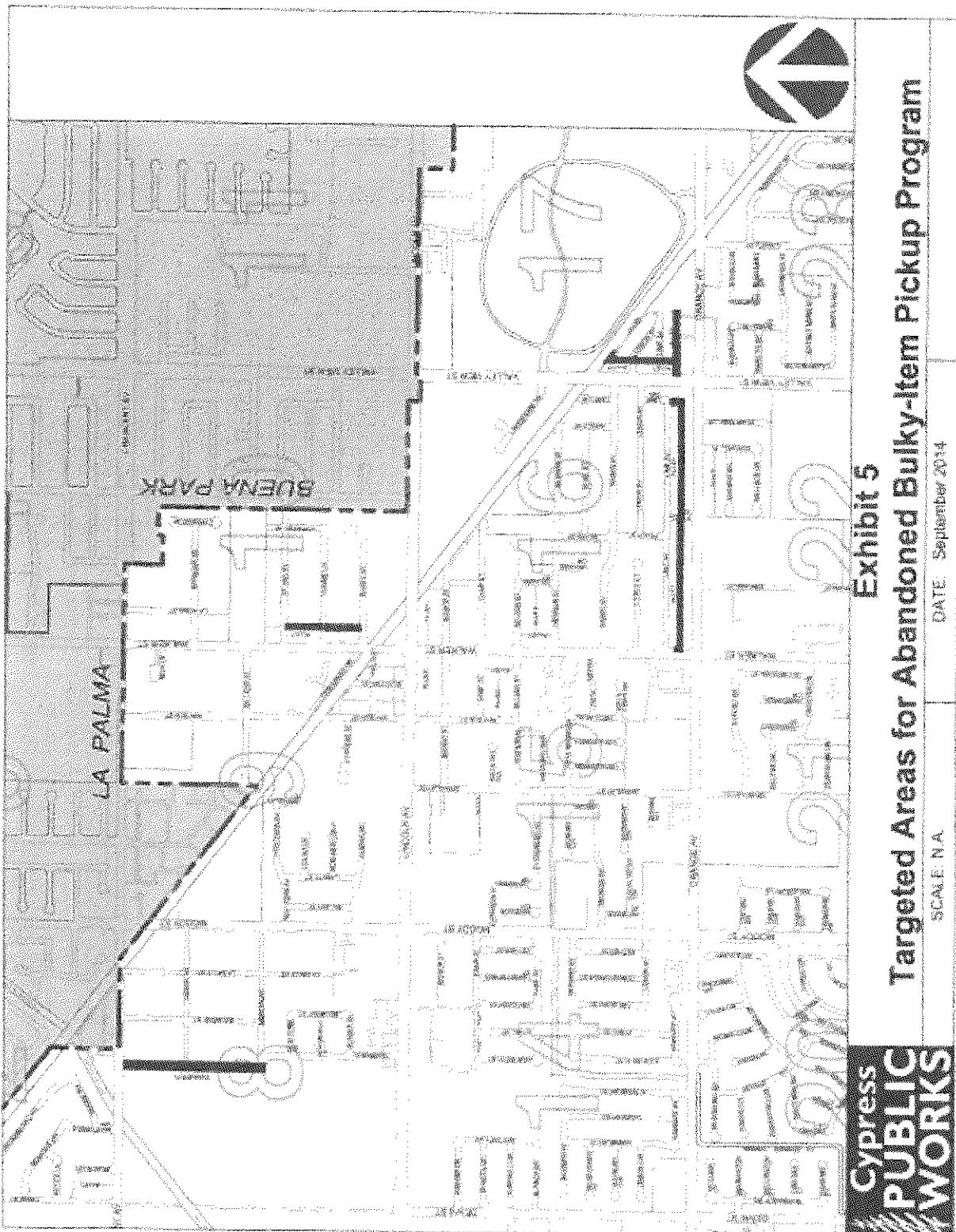
Bus Stop Containers	Street
9 – 55 gallon trash cans (1X/wk)	Valley View
1 – 55 gallon trash cans (1X/wk)	Knott
3 – 55 gallon trash cans (1X/wk)	Lincoln
4 – 55 gallon trash cans (1X/wk)	Ball
8 – 55 gallon trash cans (1X/wk)	Katella

**CITY OF CYPRESS
SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT**

Sidewalk Containers	Street
6 – 55 gallon trash cans (1X/wk)	Valley View
4 – 55 gallon trash cans (2X/wk)	
1 – 55 gallon trash cans (1X/wk)	Knott
2 – 55 gallon trash cans (2X/wk)	
5 – 55 gallon trash cans (1X/wk)	Ball
1 – 55 gallon trash cans (2X/wk)	
3 – 55 gallon trash cans (1X/wk)	Katella
3 – 55 gallon trash cans (2X/wk)	Denni
3 – 55 gallon trash cans (2X/wk)	Moody
14 – 55 gallon trash cans (2X/wk)	Lincoln
3 – 55 gallon trash cans (2X/wk)	Orange
1 – 55 gallon trash cans (2X/wk)	Cerritos
3 – 55 gallon trash cans (2X/wk)	Holder
3 – 55 gallon trash cans (2X/wk)	Sorrento

CITY OF CYPRESS
SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT

EXHIBIT 5: TARGETED CITY AREAS FOR ABANDONED BULKY-ITEM PICKUP



CITY OF CYPRESS
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EXHIBIT 6: COLLECTOR'S IMPLEMENTATION PLAN

The City and Collector recognize that an orderly transition is of paramount concern to the City and its customers. The transition approach must be efficient and involve significant outreach to Residential, Multi-Family and Commercial customers.

The Collector will work with City staff to identify critical dates in developing a community specific timeline for the following facets of service transition and implementation:

- Ordering of Bins, Vehicles and Carts
- Assembly of Carts
- Furnishing and Implementing Software\Hardware in Local Office
- Acquisition and Establishing Billing System and Customer Service Interface
- Preparation of Collector's Operating Yard
- Preparation of Local Outreach Calendar for the following 12 months
- Submission and Review of Cart and Bin Delivery and Distribution Program
- Submission of Vehicle Delivery Schedule and Coordination with City and Hauler
- Submission of Routing Maps Developed by Route Manager to City
- Submission of Transition Outreach Material to City for Approval
- Preparation and Mailing of Subscription Return Postage Postcards for Orders to Single and Multi-Family Dwellings
- Conducting Community Meetings to Discuss Services and Transition
- Conducting Business Meetings to Discuss Services and Transition with Major Landowners and Commercial Customer Tenants as Identified by the City
- Development and Placement of Cable TV Ads
- Scheduling and Commencing Community "How to Workshops"

CITY OF CYPRESS
SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT

- Printing Outreach and Public Educations Materials
- Receiving and Testing Vehicles and Trailers for Solid Waste Collection
- Commencing Old Cart and Bin Pick Up and Education Materials
- Commencing New Cart and Bin Distribution and Education Materials
- Commencing Distribution of Education Materials
- Commencing Collection Services for Single Family Dwellings, Multi-Family Dwellings and Commercial Customers
- Delivery Guarantee of Containers

To ensure a smooth and timely cart rollout, the Collector will guarantee delivery of all the default-automated carts in the timeframe designated by the established timeline.

Collecting Old Carts

Per Section 7.06.1, the Collector shall collect used, discarded, or unwanted collection containers used for collection prior to July 1, 2015, at no cost. To the extent feasible, Collector shall recycle, or cause to have recycled the used, discarded, or unwanted collection containers.

Distribution of Bins

For the Commercial and Multifamily Customers, the Collector will replace existing bins with Collector provided bins. These bins will be replaced in accordance with the collection schedule coordinated by the Collector and the incumbent Collector prior to July 1, 2015.

CITY OF CYPRESS
SOLID WASTE & RECYCLING SERVICES EXCLUSIVE AGREEMENT

EXHIBIT 7: COLLECTOR'S RESPONSE TO CITY'S RFP

CITY OF CYPRESS

RESPONSE TO REQUEST FOR PROPOSALS FOR SOLID WASTE COLLECTION AND RECYCLING SERVICES

Submitted to

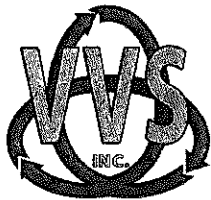
Attention: Denise Basham, City Clerk
City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Submitted by



VALLEY VISTA SERVICES, INC.
dba VALLEY VISTA OF ORANGE COUNTY
17445 Railroad Street
City of Industry, California 91748
(626) 855-5555

June 12, 2014



June 12, 2014

City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Re: Request for Proposals for Solid Waste Collection and Recycling Services

Mr. Sloan,

Valley Vista Services, Inc., (Valley Vista) is pleased to have the opportunity to submit the attached proposal for solid waste and recycling services for the City of Cypress. Our Proposal herein demonstrates that Valley Vista is qualified and prepared to offer the City of Cypress solid waste collection and recycling services that meet all the requirements of the City of Cypress Request for Proposal for Solid Waste Collection and Recycling Services.

Valley Vista has accumulated over 55 years offering solid waste management services to communities of Los Angeles County. Valley Vista is a family owned and operated California Corporation offering the City of Cypress the opportunity to work not only with decision makers, but with the owners as well.

In the Proposal, Valley Vista Services presents a comprehensive approach to waste collection and recycling services as indicated in the RFP. Valley Vista Services proposes to implement a residential 3-Cart fully automated collection system utilizing a new City of Cypress designated fleet of compressed natural gas (CNG) vehicles. For the commercial, multi-family sector, Valley Vista Services proposes to collect all waste with a new designated of CNG vehicles, transferring all waste to our state-of-the-art solid waste processing facility in the City of Industry for efficient processing and transfer services.



Valley Vista Services is confident that the attached proposal meets and exceeds that City of Cypress's requirements for solid waste collection and processing services. Valley Vista Services, Inc., will manage this franchise contract from our corporate headquarters in the City of Industry, located at 17445 East Railroad Street, City of Industry CA. 91748. Additionally, Valley Vista Services will open an office in the City of Cypress and have a Valley Vista Services representative on site as stipulated in the RFP.

George Briggeman, General Manager of the Orange County Division of Valley Vista Services, Inc. will be designated as the Agreement Liaison and Manuel Cardenas, Director of Operations as the Service Liaison to coordinate with City and respond to and resolve any and all service-related issues. The backgrounds and bios of these two key management personnel are inserted in Section II of this Proposal.

Let me know if you need anything else. I will be available and of service to you and the City of Cypress. Don't hesitate to call me at 626-945-0373.

Sincerely,

A handwritten signature in black ink, appearing to read "David Perez", written over a horizontal line.

David Perez

Vice President of Operations

(626) 855-5555



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Section I Executive Summary

Introduction

Valley Vista is pleased to submit this Proposal in response to the City of Cypress Request for Proposals for Solid Waste and Recycling Services that will regain and re-establish that personal family touch, local sense of identity and commitment to service we believe the residents and businesses of Cypress deserve.

Often, when local small businesses are acquired by national public corporations, the personal service touch is lost. Over the past two decades, many Orange and Los Angeles County family waste collection firms have been acquired with the promise to communities that their local ownership and management personnel would remain in place. However, this policy eroded over time and now the family-operated local waste business is needed more than ever.

Valley Vista has been under the same ownership since 1958 and our key personnel have been with Valley Vista for at least 20 years on average. At Valley Vista, there is minimal turnover and our employees are committed to the Valley Vista family of companies and we are committed to them. As a family owned business, Valley Vista may be one of the last and the best. We are large enough to handle all the needs of Cypress yet small enough to provide the family touch.

It is our pleasure to present core, optional and enhanced programs and services requested in the RFP. Valley Vista has established the capacity and experience to perform the services required in the Draft Agreement.

Familiar with City

Valley Vista will employ the services of George Briggeman, former owner of Briggeman Disposal who has 35 years of local solid waste experience and is intimately familiar with all aspect of the City's recycling and disposal needs while



having a keen sense of what the Cypress resident and business wants in a franchisee.

To promote and enact a transition sequence for the City with minimal difficulty, Valley Vista is proud to present Manuel Cardenas as Director of Operations and Route Supervisor for Cypress. Mr. Cardenas, his wife Angela and their two sons are proud Cypress residents.

Mr. Cardenas has direct knowledge of City's waste collection, recycling needs and nuances having served in the City under the direction of Russell Dix, Former Area President at Republic Services. During his tenure under Mr. Dix, Mr. Cardenas served as Director of Operations for the City of Cypress and was directly responsible for development and management of all residential and commercial routes and collection programs. His vast "boots on the ground" experience with the City's solid waste collection operations is critical to the transition strategy of Valley Vista and the successful implementation thereafter.

Franchise Service Transition

Valley Vista continuously performs transitions in a flexible and professional manner knowing most, if not all the franchise players in the solid waste industry. Transition models are identified in the Proposal. Valley Vista is proud of the transitions undertaken in the following municipalities:

- ◆ El Monte
- ◆ La Puente
- ◆ Diamond Bar
- ◆ Hacienda Heights
- ◆ Valinda – Basset – San Jose Hills
- ◆ Walnut



Recently Valley Vista transitioned 6700 homes and 700 businesses flawlessly in the City of El Monte and 13,600 residential units in Hacienda Heights. More than 62,000 carts were delivered on schedule to these two recent transitions as well as over 1000 3, and 4 cubic yard bins for MFDs and Commercial customers.

The transition for residents is a bit more grueling than for businesses as media blitzes occur, carts are changed, procedures may be revised and services may be added or subtracted. Valley Vista is very sensitive to the resident during the transition phase and have assembled a local team of professionals including long-time Cypress residents who are trained and prepared to respond to the deluge of questions, concerns and potential complaints about the change in service, personnel and new equipment potentially hitting the streets.

Exemplary, Local, Customer Service Team

When Valley Vista says the Customer Service Team is local, we mean local. Valley Vista is proud to have two Cypress residents on our Cypress management team for the implementation of Customer Service requirements outlined in this Proposal. The unique aspects of the Customer Service Team include:

1. Dedicated full-time 100% staff to Cypress only
2. Local jobs for Cypress residents
3. Established professionals responding to neighbors calls
4. Operations and Customer service to located together
5. Integrated operations and administrative services in the community
6. Purchase from Cypress vendors and service providers

The Valley Vista administrative office and operations yard will be located within the City's borders to ensure continuity of customer service, collection, public message, reduction of customer response time, drop-off capabilities and local presence meant to enhance collection, recycling and outreach.



Heading up the Customer Service Division is Stacey Marshall. Ms. Marshall is quite familiar with the City having lived there since 1975, almost all her life.

Public Education, Community Support and Emergency Response

Adding to the Cypress team, Valley Vista has retained the services of Anthony Bedola, an Orange County Firefighter for over 20 years a long-time resident of Cypress since . Mr. Bedola's vast experience in community service, fleet management, vehicle maintenance and health and safety are a key addition to the Valley Vista team. Mr. Bedola will be the Emergency Response Coordinator as well as the Public Education Coordinator for Valley Vista.

Mr. Bedola will be responsible for the Recycling Curriculum developed by Valley Vista for presentation to Cypress schools. Drawing from his deep ties to the community, he will work in concert with the Anaheim Union High School and Cypress School Districts to educate our youth on the importance of recycling, environmental stewardship and legislation. In conjunction with this program, Mr. Bedola will integrate the "Drugs are Garbage" campaign to the same students as a benefit to the community.

Material Processing, Diversion Capacity and AB 341 Compliance

Valley Vista has recently upgraded the Grand Central Transfer and Recycling Facility (Grand Central) with a small grant from the State of California and an infusion of \$7.7 million for capital improvements to increase processing capacity for residential and commercial waste. Valley Vista will utilize Grand Central to process the MFD and Commercial customers waste streams ensuring compliance with AB 341 while processing curbside recyclables at the highest diversion rate.

Valley Vista selected an A/B routing system to maximize participation for compliance with AB 341 while lowering dependence on landfilling solid waste collected in the City.

Beneficial Advantages of the Proposal

1. Operations yard in Los Alamitos is 6 minutes from City Hall
2. Office in City is 100 yards from Public Works for ease of access and communications

Enhancements of the Proposal

Valley Vista has compiled a list of enhancements we believe will benefit the resident and business community of Cypress. These enhancements were selected to provide economic relief to the City while presenting a local presence for direct communications with Valley Vista principals, managers and personnel.

Free Disposal Days – Two days each year, Cypress residents will have the opportunity to deliver any and all wastes identified in the Draft Agreement to Briggeman Driver for disposal and recycling. Valley Vista will stage no less than four (4), 40 cubic yard open top rolloffs to collect unwanted materials at least two days annually. The two days will be coordinated with City staff and will be publicized on the Valley Vista website, in quarterly newsletters and annual notifications.

Free Graffiti Removal – Valley Vista has acquired a new graffiti removal vehicle for the complimentary removal of graffiti in and around the City of Cypress. Upon completion of the current contract to provide graffiti removal services, Valley Vista will provide this service free of charge throughout the life of the Agreement and any extensions thereafter.



Cypress Community Festival – Valley Vista will provide Portable Toilets, Handwash Stations and fencing for the Cypress Community Festival each year of the Agreement.

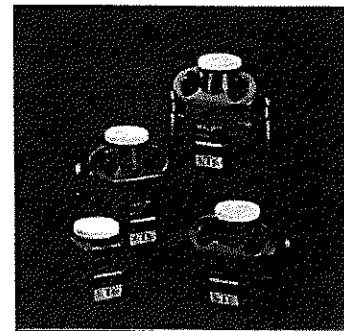


Valley Vista will coordinate these activities with the City's event coordinator and any other representatives to ensure these enhancements help the City and protect the health and safety of residents and Festival participants.

Recyclables Revenue Sharing – Valley Vista will share 50% of the gross value of single-stream recyclables collected from SFDs valued at \$4000 per month for the life of the Agreement. Valley Vista will guarantee \$4,000 per month in the Agreement to avoid adjustments in revenue due to fluctuations market prices. This will allow the City to more accurately determine the budgeted amount of recycling revenue.

Residential Sharps Program - Within one week after residential customers' request, Valley Vista Services will provide an approved container for sharps discard at the customers residential and multi-family premises, without surcharge to the City or customer, in accordance with applicable laws.

Valley Vista services will provide SHARP containers of adequate capacity and pre-approved by the City of Cypress to each residential customer requesting such. Upon initial request, Valley Vista Route Foreman or Driver will personally and promptly deliver an empty Sharps container kit, pre-paid postage and disposal and will compile each Sharps participant into a database for internal reporting and submission to the City of Cypress.



Once the pre-approved container is full, the Customer completes a simple tracking form and ships the container back to Stericycle in the mail-back box. Upon receipt, Stericycle documents the delivery and properly treats and destroys the sharps container and its contents. It's convenient, safe, and confidential.



Upon shipment to Stericycle, resident will be required to contact Valley Vista for a new replacement container. Valley Vista will distribute the 1-gallon or 2-gallon containers to each Customer up to four times per year. If multiple residents in the same dwelling require additional capacity, Valley Vista may increase the container size and/or frequency upon mutual agreement with the Customer, Staff and Valley Vista management.

Municipal Leasing Corporation – Previously, when the current automated curbside recycling program was put in place, Briggeman Disposal recommended the City of Cypress use lower municipal financing rates to amortize automated carts. The program was effective and the savings to the residents was significant. As a result, it is our recommendation to propose public-private partnership with the City for the acquisition of automated carts and commercial bins. The City can then lease these carts and containers to Valley Vista and make no less than 1.5% secured by the franchise. Then, Valley Vista could pass these savings on to the SFD, MFD and Commercial customers. The resulting amount for a 7 year financing commitment is estimated at \$171,000.

Establish Transloading Facility at City Yard – Valley Vista currently operates the only municipal transloading transfer facility in the City of Pomona. This transloading facility allows Valley Vista to save on GHG emissions by cutting the number of vehicle trips by collection vehicles to the landfill or processing facility, Olinda Alpha Landfill and Grand Central. Transloading of frontloader waste into large transfer trailers requires no waste touching ground. This method is clean and easier to permit than a full solid waste transfer facility. Reductions to the City's Carbon Footprint and GHG will be added to the City's Environmental Report Card.

Material Recovery Facility in Cypress – Valley Vista will build and operate a Material Recovery Facility in Cypress to capture a Host Fee for the City's General Fund. Valley Vista will build this facility, upon approval by the City, within 48 months of commencement of service. The facility will be equipped with recycling capacity and



state of the art equipment and will host a \$0.50 per ton fee for additional revenue to the City of Cypress.

Our Guarantee

Valley Vista will restore the high level, superior service and sense of community Cypress residents and businesses experienced for over 40 years with a local family-owned and operated solid waste firm. This will be accomplished through local Customer Service, intimate knowledge of the community, engaging youth and local groups and employing Cypress residents, all with a vested interest in the community.

To the Valley Vista family, the most important aspect of our company persona is not only providing premium environmental services, but helping families, creating local jobs and giving back to community groups and organizations that identify Cypress.

Valley Vista of Orange County (Valley Vista), is a proud member of the Valley Vista family of companies with a legacy of over 55 years in the solid waste industry.

Price Proposal

The Price Proposal detailed in Section X is summarized as follows:

Residential Rate Per Month	\$12.97 per month
Commercial Rate for 1 – 3 – 1	\$110 per month
Total Annual Cost for Year One	\$5,378,904

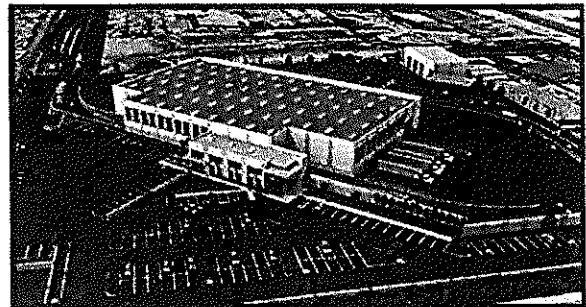
Section II Company Description

II.1 General Information of Valley Vista Services



Valley Vista Services, Inc. (Valley Vista) began in the business of refuse collection and recycling in 1957 and for over 50 years has been on the forefront of advances in the solid waste industry. Valley Vista's management family team represents nearly 110 years of experience in the solid waste

collection and recycling industry. David Perez and his brother Manuel Perez lead the corporate finances and current expansion of Valley Vista while David M. Perez manages the daily collections, disposal, recycling and facility operations of the corporation. As a team and close family members, this trio has effectively lead the way for franchise expansion in Los Angeles over the past 10 years.



Valley Vista Services, Inc. is a closely held California corporation located in the City of Industry and will be responsible for all commitments made herein. Valley Vista is the legal signing entity for a proposed Franchise Agreement with the City of Cypress.

II.2 Business Structure

Legal Entity Names: Valley Vista Services, Inc. (dba Valley Vista of Orange County) and Grand Central Transfer and Recycling

Legal Entity Status: California Corporations



Names of Shareholders and Officers of Valley Vista Services: David Perez President, Manuel Perez, Corporate Secretary/Treasurer.

Creditors Owed More than 10% of Valley Vista Services, Inc. Assets: This information is contained in the envelope submitted with the Proposal marked "Confidential".

Creditors Owed More than 10% of Grand Central Transfer and Recycling, Inc. Assets. This information is contained in the envelope submitted with the Proposal marked "Confidential".

Years in Business: Valley Vista has been in business in California for 55 years. Grand Central Transfer and Recycling was permitted over 10 years ago.

Corporate Office Location

17445 East Railroad Street
City of Industry, CA 91748

Operations Location

17445 East Railroad Street
City of Industry, CA 91748

Location of Grand Central Transfer and Recycling Facility

999 Hatcher Avenue
City of Industry, CA 91748

I.3 Subcontractor Relationships



Valley Vista uses very few subcontractors for the operations of our refuse collection, recycling and processing entities. For acquisitions of required vehicles and equipment, Valley Vista Services has subcontractor relationships with the following corporations:

1. Rehrig Pacific

Rehrig Pacific and Valley Vista Services, Inc. have been working to deliver wheeled carts since the inception of the El Monte Residential in January 2006. Since then we have worked together to distribute over 100,000 wheeled carts to residential customers.

Rehrig Pacific is located in Vernon, California and will be responsible for the manufacturing, assembly, stamping, distribution and recording of all 64 and 96 gallon wheeled carts needed by the City and required in the RFP. Rehrig Pacific is a national firm with great qualifications and track record. Valley Vista has worked with Rehrig-Pacific in the following cities distributing over 100,000 wheeled carts without any major glitches or interruptions in service during transition:

- ◆ El Monte
- ◆ Diamond Bar
- ◆ Hacienda Heights
- ◆ Valinda – Basset – San Jose Hills

Cart Assembly

Rehrig Pacific Company is a full service cart manufacturer will be providing the complete assembly and distribution of all carts. This service is managed and operated by Rehrig Pacific in house personnel.

Distribution

Assembly will take place at the Valley Vista cart Assembly and Distribution center located at 17445 Railroad Street. This 35,000 square foot warehouse has been utilized



to distribute large numbers of automated carts during the transitions of the City of Walnut, El Monte, and the Franchise Areas of Basset/Valinda/South San Jose Hills and in 2010 Hacienda Heights.

Rehrig Pacific has experience in the assembly and distribution over one million carts to residential customers over the past 10-plus years. Experienced well-trained individuals guaranteeing a safe and timely roll out perform the assembly and distribution service. The planning and coordinating of delivering these carts will be further aided since Rehrig will be manufacturing and distributing the carts in and from its local Los Angeles facility.

Valley Vista and Rehrig Pacific will be utilizing specially manufactured delivery vehicles to distribute between 1500 to 2,000 carts per day. Valley Vista intends on distributing all carts using Rehrig as a subcontractor.



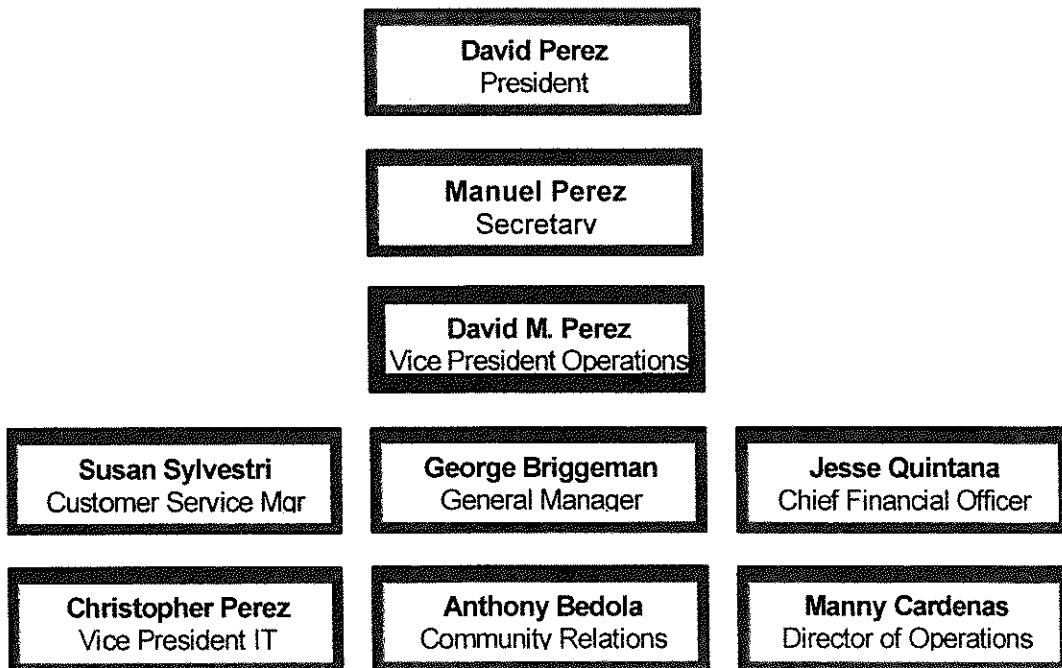
Section III Experience

Summary of Experience

Valley Vista has been providing high quality residential and commercial disposal and recycling services in Southern Californian since 1957. Owned and operated locally by the Perez family, the Valley Vista team of professionals continuously strives to provide the best service available. The successful growth and longevity of Valley Vista is a testament to its ability to provide the market with quality service. Valley Vista now serves seven (7) exclusive franchises which service the incorporated cities of (1) *Diamond Bar*, (2) *El Monte*, (3) *Industry*, (4) *Walnut* and (5) *La Puente*. Additionally, Valley Vista currently serves as the franchise hauler for the Los Angeles County areas of (6) *Basset/Valinda/South San Jose Hills*, and (7) *Hacienda Heights*, for a total of **58,181** residential single-family and multi-family units.

III.1 Organization Chart of Valley Vista

The organizational chart inserted below includes principals and key personnel selected to lead the negotiations, transition and implementation of the franchise upon selection by the City of Cypres.



III.2 Company Structure

Valley Vista, Inc. is a family owned and operated California Corporation founded in 1957. Valley Vista has offered residential, commercial and Industrial services for over 55 years. The Perez family manages all collection, maintenance and day-to-day operations along with the key personnel identified in this Proposal. All Valley Vista facilities and corporate offices are located in the City of Industry on our 20-acre campus.

Valley Vista will establish a separate corporation for the City of Cypress franchise agreement. The name of the new corporation is Valley Vista of Cypress. Valley Vista of Cypress will maintain the same ownership as Valley Vista Services, Inc. but will be separately owned and operated from the original corporation to ensure maximum tax incentives to the City from acquisitions by Valley Vista of Orange County.

III.3 Principals

Dave Perez – President

Dave, the progressive President of Valley Vista, Inc., prides himself in working with his staff in all phases of the business. He has long been of the belief, that to provide good leadership, it is imperative to know the internal workings of the organization and maintain a high level of sensitivity to the entire work force. His personal involvement at all levels is a key attribute to the success of Valley Vista.

Dave was born and raised in La Puente, where he completed his education, and then joined the United States Navy to see the world. As a former U.S. Navy airplane mechanic and flight engineer, he has used his mechanical expertise and knowledge to oversee the purchase and maintenance of all vehicles and supporting equipment.

A civic minded individual, Dave has become intimately involved with many community projects. Dave currently is involved with the Boys and Girls Club of the San Gabriel Valley, and recently was awarded for his commitment and dedication to this important organization. He is an active member of the Gabriel Foundation, whose main goal is to



help disadvantaged children in our local area. Dave is also on the Board of Directors of the Sheriff's Youth Activities League and The Boys & Girls Club of San Gabriel Valley. These proactive programs are focused on gaining the involvement of the youth in our communities in sports and other awareness programs. He is a current member, and past president, of the Queen of the Valley Hospital Men's Club and the California Highway Patrol 11-99 Foundation.

Manuel Perez - Corporate Secretary and Treasurer

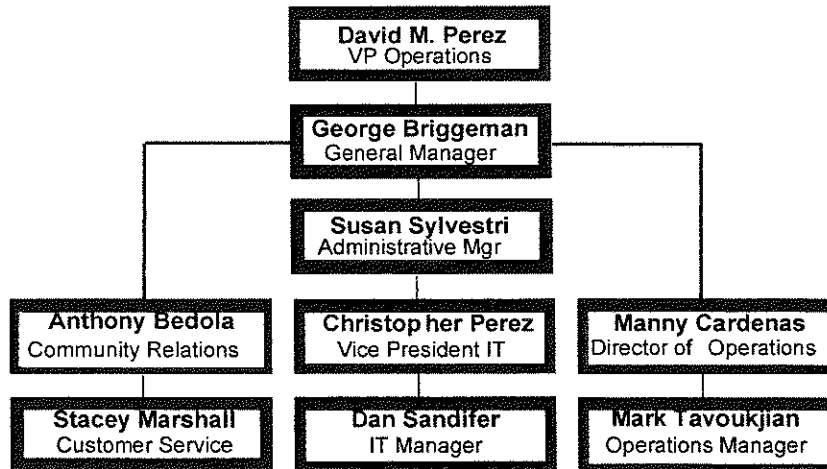
Born and raised in La Puente, California, Manuel Perez is a graduate of Cal Poly San Luis Obispo, with a Bachelor of Science degree in Electrical Engineering. After his college years Mr. Perez served his country with pride in the United States Army. After fulfilling his military service, Manuel resumed his engineering career, working as a designer with General Dynamics Corporation in Pomona.

In 1963, Manuel joined City of Industry Disposal as Operations Manager, responsible for all aspects of operations. He quickly utilized his engineering expertise in designing and implementing some of the automated systems that we still use today. He takes great pride in having computerized our office functions and along with his son Christopher, maintains and continually upgrades the company's information systems.

Manuel is a hands-on manager and oversees all internal functions. With his hands-on approach to the business, Manuel monitors all daily functional requirements to ensure that the highest level of service is provided.

III.4 Selected Transition and Implementation Employees

Key Roles and Resumes for City of Cypress



David M. Perez - Vice President Operations

David is a graduate of Don Bosco Technical Institute in Rosemead, California. David is the Vice President of Operations and oversees all contract compliance issues, collection operations, vehicle procurement and repairs, general office administration, billing, recycling and customer service operations.

David has been overseeing the day-to-day operations at Valley Vista for over 15 years. Dave's hand on involvement in the day-to-day operations guarantees the efficient operation and franchise management of our franchise contracts.

David grew-up in the solid waste industry and has been serving the family business for nearly 25 years. David has hands on experience in the driving and collection department having operated collection equipment and years as a route supervisor prior to moving into the front management office. After 5 years as the operations manager, David was appointed Vice President of Operation and has served in this capacity ever since. David has been overseeing the day to day operations at Valley Vista for over 10 years. His involvement in operations is an assurance that franchise operations and management are compliant, efficient and exceed expectations of our client jurisdictions.



Duties and Responsibilities

Mr. Perez will work closely with George Briggeman and coordinate all required activities of Valley Vista's key staff during the transition process. He will make sure all available personnel, resources, equipment, vehicles and facilities are secured for the franchise transition and implementation process. Mr. Perez will hand-off local responsibilities and duties to George Briggeman who is very familiar with the landscape and needs of the City of Cypress.

George Briggeman – General Manager Orange County Division

Mr. Briggeman is the former owner of Briggeman Disposal, once franchise hauler for the cities of Cypress, Los Alamitos, Villa Park, Seal Beach and the Orange County unincorporated area of Rossmoor for more than 30 years. With respect to Cypress, Mr. Briggeman personally designed and implemented the City's first and existing curbside recycling program bringing the City into compliance with AB 939. Mr. Briggeman brings a wealth of experience and knowledge about the City of Cypress to the Valley Vista team. Mr. Briggeman has been part of the fabric of the Cypress community his entire life. Mr. Briggeman's firm was voted "Large Business of the Year" by the Cypress Chamber of Commerce. He served as a member of the Cypress College President's Club and has also served two terms on the Board of Directors for the Cypress Chamber of Commerce. He is the Founder and Chairman of the Los Alamitos Aquatic Foundation which is the organization directly responsible for the development of the Regional Aquatic Center located at the Joint Forces Training Base. During his tenure as president of the Aquatic Foundation, over 30,000 area youth have received instruction or learned to swim at this facility. Mr. Briggeman is extremely proud of the fact that the facility also serves as the home training facility for the US Olympic Women's Gold Medal winning water polo team.

Mr. Briggeman has also been involved in the continued support of the following local organizations:

- ◆ Boys and Girls Club
- ◆ Cypress Chamber
- ◆ Women's Club of Cypress
- ◆ Cypress College Foundation
- ◆ Cypress Community Festival Association
- ◆ Cypress High School Boosters
- ◆ Cypress High Grad Night Fundraiser
- ◆ Cypress High Parent Teachers Association (PTA)

Duties and Responsibilities

As General Manager of Valley Vista of Cypress, Mr. Briggeman will be the dedicated Agreement Liaison. His duties will include:

- ◆ Direct community relations
- ◆ Design and oversee collection programs
- ◆ Direct quality service for customer relations
- ◆ Municipal liaison
- ◆ Key City contact
- ◆ Community program implementation
- ◆ Transition management and interface with City staff

Mr. Briggeman's experience with solid waste and recycling, familiarity and love of the City of Cypress make him a valuable and integral part of the Valley Vista team.

Duties and Responsibilities

His duties will include interfacing with all members of the Transition Team including David M. Perez, Susan Silvestri, Anthony Bedola, Chris Perez, Stacey Marshall, Manny



Cardenas and Mark Tavoukjian. These Transition Team members are identified in the Dedicated Transition Team organization chart. Mr. Briggemen will oversee the tasks and duties of each of the Transition Team members and ensure compliance with the Agreement and satisfaction of City Staff and elected officials. Because of his familiarity with all aspects of the City's collection services, Mr. Briggeman will be the "go-to" guy on all aspects of transition, implementation and on-going services. It is his job to make sure everything goes according to plan.

Susan Silvestri - Administrative Manager

Ms. Silvestri brings over 17 years' experience in the customer service and office management profession to Valley Vista. She is the top administrative officer at Valley Vista. Ms. Silvestri has significant expertise in the solid waste management Industry, having managed a customer service department for Republic Services, Inc. in Los Angeles County prior to coming to Valley Vista in 2007.

As our leader for the customer service team, Susan will assist in expanding the department and establishing an office in the City of Cypress and will institute new practices aimed at increasing overall customer satisfaction through the hiring of local personnel. Ms. Silvestri is responsible for managing the Accounts Receivable, Billing, Collection and Customer Service Departments for all of Valley Vista client cities and private customers.

Duties and Responsibilities

Ms. Silvestri is responsible for setting up the Customer Service department in Cypress. She will be performing training seminars for all departments on the use of the expanded and upgraded customer service system and coordinating the company's customer service activities ensuring all departments deliver a premium customer service experience. She will oversee and command the call-center for Valley Vista during the transition phase of the franchise in the City of Cypress. The weekly, monthly and

quarterly reports required by the City will be developed and finalized by Susan Silvestri as part of the Transition Team responsibilities established for the Cypress office.

Christopher Perez – VP Information Technologies

Chris is a graduate of the University of Southern California and received his Bachelor's degree in 1993 in Urban Planning and Real Estate Development.

Along with his brother David, Christopher was born and raised in the solid waste industry. His 25 years of service at Valley Vista Services has played a key role in the expansion and growth of the company's collection and recycling divisions.

Christopher has a staff of salespeople that act as both a sales team and our public education and outreach. Along with the marketing department, Christopher has been the catalyst in Valley Vista Services Information Technology department. Chris has developed an in-house billing, communication and customer services system based upon state-of-the art hardware and software components presented in the Proposal.

He is also responsible for the necessary software and hardware upgrades necessary to our goals of making financial and AB939 reporting easier and more accurate. He will be responsible for the software interface of billing, Customer Service, mailing approved media, and software.

Duties and Responsibilities

Mr. Perez will be responsible for acquiring and setting up the customer service interface in the Cypress office. The hardware and software selected is consistent with Valley Vista's main office in Industry for phone lines and customer service tracking. Mr. Perez will enlist the service of Dan Sandifer and other employees including vendor relations with Dell and PCScale. Valley Vista currently uses Tower, by PCScale/Tower, to manage customers and contracts by consolidating customer service, scheduling, dispatching, compliance tracking, sales, and billing within one system. Chris Perez is in

charge of overseeing the implementation of these utilities for the Cypress office and ensuring the software and hardware is maintained to maximum sustainability.

Dan Sandifer – Information Technology Manager

With over 12-year experience in the Information Technology Industry, Dan provides primary support and development for network infrastructure and is the Valley Vista Services Project Manager for our recent implementation of the SQL based TOWER Customer Management system. This new customer service system is a faster and more secure customer-processing center. The system is also being developed for web access. Mr. Sandifer also developed and installed internal Wiki for inter-department information sharing and reference. Create and implement, company-wide computer training course.

- United States Navy Veteran- Honorable Discharge

Certifications:

- Microsoft Certified Professional (MCP) Windows XP (MCP ID 2745837)
- MCP Windows 2003 Managing and Maintaining a Windows 2003 Server
- MCP Windows 2003 Implementing, Managing Server Network Infrastructure
- CompTIA A+ IT Technician
- CompTIA Project+
- CIW v5 Associate

Duties and Responsibilities

Dan will be assisting Mr. Chris Perez in the establishment of the selected software and hardware for the Cypress office. Dan's specialty is working with vendors to create an environment of usability for Customer Service personnel. He will be stationed at the Cypress office until all software and hardware functions for Customer Service and data retention are running smoothly and accurately. Dan makes sure the vendors and IT placement professionals implement the services correctly and within time and budget.

Anthony Bedola – Director of Community Relations and Emergency Response

Mr. Bedola will be dedicated to implementing public education and outreach programs designed by Valley Vista in the Proposal and approved by the City. He has worked for over 30 years with local community organizations and is a long-time resident of Orange County. Mr. Bedola will serve as our Emergency Response Team coordinator.

Mr. Bedola served as a firefighter with the Orange County Fire Authority since 1991 and retired in 2012. Mr. Bedola's Certifications include a Firefighter I and Firefighter II for fire suppression, fire prevention, wildland firefighting, and hazardous material (HAZ-MAT) RESPONSE . During his career he maintained current EMT and CPR certifications to perform Basic Life Support (BLS) level care for emergency medicine.

In 2001, Mr. Bedola was elected to the Board of Directors for the Orange County Professional Firefighters Association. His responsibilities with the organization included that of Director of Government Affairs. His responsibilities included the evaluation of candidates and selection for organizational and financial support for 23 city councils, five Supervisorial Districts, 6 congressional districts, 12 legislative districts, numerous special districts and county judicial races.

Additional responsibilities include the coordination of support for all endorsed candidates and campaigns; managing political mail; developing relationships with elected officials, union, business and community leaders; leading development of legislative and advocacy strategies; representing the Orange County Professional Firefighters Association at legislative and public hearings; preparing legislative reports/analysis and develop positions to enhance visibility of the organization.

An additional responsibility was the Public Safety (Alternate) Board Member to the Orange County Employee Retirement System. Responsibilities included the oversight of policy to provide public employees secure retirement and disability benefits and quality information concerning those benefits, while ensuring prompt, professional and courteous service that met the highest standards. He participated in setting investment

policy for a \$9 billion pension fund and its participants, while managing the assets of the plan prudently and administering benefits with impartiality.

In addition, Mr. Bedola holds a Bachelor of Arts degree in Economics from the University of Southern California. Before joining the Orange County Fire Authority, He worked in financial and scheduling capacities for two aerospace companies, Rockwell International and Northrop Corporation, for a total of 11 years.

Duties and Responsibilities

Critical to the outreach and success of the public education efforts and distribution of rollout materials, Mr. Bedola will be responsible for all facets of the transition message for Cypress. His duties include overseeing and managing development of original educational materials and brochures, setting up community meetings, coordinating with City staff on outreach events and participation by Valley Vista, website development of Cypress-specific collection services, newsletters and their placement and distribution and other associated duties. Additionally, Mr. Bedola's 20+ years of experience as a Certified First Responder makes him fully qualified to address virtually any emergency that may arise as a result of the operations defined in the RFP and Draft Agreement. Should the City experience any natural disaster such as earthquakes and flooding, Valley Vista, led by Mr. Bedola, will make our full Cypress team and all equipment available to assist the City in its emergency response.

Manny Cardenas - Director of Operations – Service Liaison

Mr. Cardenas' services will be 100% dedicated to the City of Cypress. He has over 27 years of waste management experience in residential and commercial solid waste collection route management and as a general manager of operations and recycling. During his tenure as Operations Manger for Republic Services, Inc. he was involved in equipment utilization, customer interface with drivers, route development, dispatch and vehicle maintenance for refuse and recycling in the City of Cypress. His passion and



dedication for his job and the community he served has made Manny an important asset to the Proposal. As Service Liaison, Manny will be key to the transition and rollout of the new franchise.

Duties and Responsibilities

Manny will play a very important role in the process of roll out and training employees on new routes while being on – call for any emergencies and issues related to the requirements of the Draft Agreement. His primary duties include route development, Cypress driver-specific training activities, employee safety training, graffiti removal, development of dispatch department, and scheduling vehicles for collection, transfer, disposal and processing.

Stacey Marshall –Customer Service and Risk Manager

Ms. Marshall has lived in the City of Cypress since 1975. She attended Cypress Elementary, Lexington Junior High and graduated Cypress High. Having lived most of her life in Cypress, she is very familiar with the City and its local environment. This makes Ms. Marshall a valuable asset to the Valley Vista Cypress team.

Ms. Marshall has an extensive background in risk management, customer service and sales and marketing. She is a Certified Insurance Counselor and is currently working on her AA in Risk Management.

Ms. Marshall has worked in the service industry for more than 25 years. With her experience in customer service is key to the success of the Valley Vista Cypress administrative office. Ms. Marshall will be acting as Human Resources for Valley Vista Cypress and will be assisting Valley Vista employees with their health insurance needs.

Duties and Responsibilities

Ms. Marshall's daily duties include receiving and fielding customer calls, receiving payments from residents and businesses, solving collection issues, coordinating with

Manny Cardenas on missed pickups, procuring vehicle insurance and bonds, workers compensation and liability, IIPP requirements and other tasks and services required by the Agreement that are administrative in nature.

Mark Tavoukjian – Operations Manager

Mr. Tavoukjian's experience in the Solid Waste Management Industry spans over 25 years. Throughout his career, he has managed large operating districts consisting of over 300 collection routes with corresponding number of employees, as well as smaller privately owned and operated companies. Mr. Tavoukjian has considered and views Valley Vista as his home since October of 2010. He calls it the perfect fit; in a mid-sized family owned company such as Valley Vista.

Mr. Tavoukjian and his team of Field Supervisors oversee the day-to-day activities of waste and recyclables collection in all residential, commercial, and industrial collection sectors. As the leader of our operating team, Mr. Tavoukjian will be responsible for planning and creating the collection routes, selecting and training the appropriate personnel that will operate the designated collection vehicles, oversight of safety training, orchestrating the container delivery process, and overseeing the translation of a well-designed plan into function that will be as seamless as possible, yielding no service interruptions.

Duties and Responsibilities

Mr. Tavoukjian will be responsible for assisting Mr. Cardenas in setting up the routes, compiling route data, training drivers for Cypress requirements, use of Cypress office, Los Alamitos facility, placement and storage of bins, and transition into new collection services. With his many years of experience working for and with public companies, Mr. Tavoukjian will have a positive impact in working closely with the incumbent hauler during the transition process.

Jesse Quintana – Chief Financial Officer

Mr. Quintana has over 25 years of accounting experience. He has a BA Degree in Accounting from Cal State Fullerton and MBA from Pepperdine University. Mr. Quintana has worked for fortune 100 companies such as Northrop, Rockwell International, Emerson Electric and Crane Co. He possesses 17 years of experience in the waste management industry working for such companies as Consolidated Disposal, Republic Industries, and Calmet Services and Valley Vista Services. In each of these positions Mr. Quintana has held the position of either CFO or Controller and has been extensively involved in all aspects of administration and financial management. He has also worked in many acquisitions and internal growth opportunities to insure that transitions are as seamless as possible.

Duties and Responsibilities

Mr. Quintana will be instrumental in securing payments and financing for the equipment needed for the franchise in Cypress. He is responsible for acquisition of carts, bins, vehicles and other large purchases that may be required in the new Agreement. Through CPCFA financing and internal financing options, he will secure the necessary vehicles and equipment required by the City of Cypress on time and within budget.

III.5 Other Key Personnel

Jose Low – Human Resources Manager

Jose Low is a new member to the organization who brings 15 years of Human Resources experience spanning manufacturing and distribution. While new to the non-hazardous waste collection and post-consumer recycling business, he brings a variety of experience that will help continue the cultivation of a service-minded workforce that has come to be expected of our family-owned business.

Jose is a liberal arts graduate from Pomona College in Claremont, CA. Seeing the importance of versatility in the business environment has allowed him to add a Human

Resources perspective from a holistic vantage point. While his acumen includes the start-up of a 1.4 million square feet Lowe's Home Improvement distribution center that moved over \$3 billion worth of product a year, he hasn't forgotten the importance of taking care of an employee's individual needs. This is part of the reason he has joined us – to help grow a business that still caters to a community needing a more personal touch.

Agustin "Augie" Landino - Maintenance Shop Manager

"Augie" began his career with Valley Vista in 1968, when the company was relatively small. Before joining the company, he brought with him a varied background of experience. Starting as a welder in the equipment shop, he made the transition to full time mechanic when the Company's growth started taking off. As the shops' manpower requirements increased, Augie assumed the position of foreman, and is currently the shop maintenance supervisor.

Growing with the business over the years, Augie is instrumental in providing for the maintenance requirements of our fleet. His years of hands on experience allow him to not only manage our mechanics, but to help them grow in their profession. The first class appearance of our fleet and the outstanding up time of our equipment is a testament to his commitment. He will ensure that all staff mechanics and helpers are conducting the appropriate inspections to ensure vehicles are dependable in Cypress.

Elizabeth Fisher-Recycling Coordinator

Elizabeth has an extensive background in environmental studies and the professional Environmental Industry. After receiving her B.A. at the University of Redlands in Liberal Studies, Elizabeth continued her studies at University California Riverside, studying Environmental Management and the University California Davis, studying Green Building and Sustainability.



Recently Elizabeth held positions with the City of Woodland, the City of Monrovia and interned at the City of Rancho Cucamonga in Solid Waste and Recycling positions. Ms. Fisher has long been interested in environmental issues, receiving certificates from the US EPA in Storm-water Programming, from the San Bernardino County Fire Department in Household Hazardous Waste, Drug Lab and Department of Transportation Training.

Duties and Responsibilities

Ms. Fisher will be assisting Mr. Bedola in developing educational materials for the education and training of residents and businesses. Ms. Fisher is the manager of the Valley Vista Environmental and Recycling Department in Industry and will work with Mr. Bedola, Mr. Briggeman and the City staff on the development and design of all community outreach, environmental reporting and recycling education programs as required.

Salvador Lopez - Route Analyst

Salvador has been in the waste and recycling industry for over twenty-two (22) years. Having started his career as a swamper for a local waste and recycling firm, Sal soon found opportunity for advancement. Sal is responsible for administration of all aspects of waste management and supervision for residential and commercial trade. He has developed effective routing and area mapping with the introduction of automated disposal services in the many of our San Gabriel cities. He has proven himself to be very effective in his role and is experienced in many transitions. Sal is an asset to our Operations department.

Utilizing various mapping and data programs Salvador conducts ongoing route audits to make sure service, billing data, and reporting is reliable and accurate and each Customer receives the appropriate number of carts or bins. He will be instrumental in

developing and finalizing the residential and commercial route sheets uses for cart distribution and schedule collection in the City of Cypress.

Duties and Responsibilities

Mr. Lopez main assignment is for support to Mr. Cardenas and Mr. Tavoukjian in the analysis, development and submission of route data, maps and schedules for the City of Cypress.

Moises Badillo – Health & Safety Manager

Moises Badillo is our Environmental, Health & Safety Manager since June 2013. Moises possesses extensive experience in both, the construction and general industry. Prior to joining Valley Vista Services, Mr. Badillo worked as the EHS senior advisor for Best Occupational Health & Safety Solutions (BOHSS Inc.). Since 2008 Moises provided expertise and technical assistance to senior operational management in the implementation of regulatory standards (OSHA, EPA, NFPA, ANSI, etc.) and company safety policy for a Fortune 500 company in the aerospace industry (Alcoa Systems).

Moises has served in different capacities throughout his career as safety administrator, safety field manager, safety director, safety engineer, and safety senior consultant. Having been directly responsible for the safety compliance of large organizations such as Alcoa, PBC Companies, Quality Plastering, etc. and being responsible for the welfare of thousands of employees, he knows how to protect the bottom line of an organization and its employees.

Moises has achieved the following certifications:

- Industrial Hygiene Management, *Columbia Southern University*
- OSHA 18001 Lead Safety Auditor, *ISO Campus*
- Occupational Health & Safety Specialist, *Safety Council of Louisiana*

- OSHA 510 (completed) & OSHA 500 (in progress), *University of California/OSHA*
- Construction Safety & Health, *U.S. Department of Labor*
- Industrial Safety & Health, *U.S. Department of Labor*
- Compliance and Workplace Safety, *Rockhurst University*
- Scaffold Train the Trainer, *Scaffold Industry Association*
- Heartsaver-First Aid-CPR-AED, *American Heart Association*

Education

Columbia Southern University

Occupational Health & Safety Extension Program
Associate Safety Professional (in progress)
Orange Beach, Alabama

National Polytechnic Institute

Electromechanical Engineering
Mexico City, Mexico

III.6 Transition Experience Contacts

City of La Puente

Mr. David Carmany – City Manager
15900 E. Main Street
La Puente, Ca. 91744-4719
Email: dcarmany@lapuente.org
Voice (626) 855-1500
Fax (626) 961-4626

City of El Monte

Jim Mussenden, Former City Manager
Raul Godinez II, Current City Manager

11333 Valley Boulevard
El Monte, CA 91731
Email: citymanager@elmonteca.gov
Voice (626) 926-4770
Voice (626) 580-2001
Fax (626) 453-3612

City of Walnut

Ms. Alicia Jensen – Senior Management Analyst
21701 E. Valley Blvd.
Walnut, Ca. 91789-2018
Email: ajensen@ci.walnut.ca.us
Voice (909) 598-5605
Fax (909) 909-598-2160

City of Diamond Bar

Mr. David Liu – Director of Public Works
21825 Copley Dr.
Diamond Bar, Ca. 91765
Email: citymanager@diamondbarca.gov
Voice (909) 839-7000
Fax (909) 861-3117

City of Industry

Mr. Kevin Radecki - City Manager
15625 E. Stafford Street #100
City of Industry, CA 91744
Email: admin@cityofindustry.org
Voice (626) 333-2211
Fax (626) 961-6795

County of Los Angeles

Franchise Manager
900 S. Fremont
Alhambra Ca. 91803
Voice (626) 458-3562
Fax (626) 458-3593

III.7 Residential and Commercial Transition and Operations Experience

Franchise Transition Experience

City of El Monte

Initiated collection to 8,500 Single-Family Residents (SFRs) in January 2006 by working closely with Waste Management, Inc. of Baldwin Park, California. The transition included developing an accurate accounting of SFRs and Planned Unit Developments (PUDs) which are attached owned SFRs that are treated like SFRs but require bin service. The City of El Monte, Valley Vista and Waste Management cooperated to educate El Monte residents, replace old carts with new ones, provide informative customer service and support the transition to a set of new services that required 3-cart automated service, disabled persons valet service, scheduled bulky item collection, e-waste collection and continued twice per week refuse collection.

In addition, Valley Vista effectively transitioned commercial service to 760 businesses when awarded one of four commercial services franchise in 2008. The commercial franchise transition included mailing an interactive CD-ROM that provided comprehensive collection, recycling and environmental information and conducting town hall meetings for businesses to receive additional information on waste reduction, franchise requirements, waste audits and economic recycling incentives developed by Valley Vista for El Monte businesses.

Billing Information

Valley Vista currently bills residents, PUDs and non-residential units in El Monte. Valley Vista Billing samples are located in Exhibit I. Contact for billing procedures, payments, delinquent fees, tax roll submissions and franchise fee disbursements in El Monte is:

Susan Contreras
Environmental Services Division
Direct Line: 626-580-2062

Hacienda Heights

Valley Vista has been the exclusive franchise hauler for the Residential Sector from 2010 to the present. In 2010, after an exhaustive double bid process, Valley Vista was awarded the exclusive 3-Cart Automated collection franchise for the unincorporated community of Hacienda Heights. Valley Vista worked closely with county staff and the community to insure a seamless transition and the rollout of all new barrels. A total of 50,000 barrels were delivered on time and within budget. The County was pleased with the transition of service to 15,600 single-family residences and is a strong reference for this Proposal.

Valley Vista is proud to have been awarded two of the largest county unincorporated franchise contracts for residential services. Our commitment to the communities that we serve is present in our day-to-day operations, and the extremely high customer satisfaction. During the transition and subsequent last few years of operation, Valley Vista has not had a single complaint or issue that was not been handled immediately and professionally.

Community Transition

In 2010, Valley Vista was awarded the Hacienda Heights franchise. Even though Valley Vista was the largest hauler at the time, an extensive cart collection and replacement program was undertaken. Valley Vista and the County needed to make sure that ever



subscriber has the needed automated carts, customer education materials, and the opportunity to request additional barrels.

After a number of community outreach meetings, local service club outreaches and notification to each subscriber, Valley Vista was able to meet the collection and distributions needs prior to the mandatory completion date.

Outreach materials, collection carts and new CNG trucks were all prepared and in place before the franchise commencement date. Valley Vista transitioned service for 15,600 Automated Residential Customers from the previous hauler without much difficulty. Valley Vista worked closely with the hauler to ensure an orderly transition took place.

Billing Information

Valley Vista billed residents and non-residential units Hacienda Heights.

Contact: Franchise Manager (626) 458-3562

Basset/San Jose Hills/Valinda LA County

Valley Vista has implemented a 3-cart automated collection program for 13,500 SFRs and cart-served customers in the Service Area. Initially, Valley Vista has conducted town hall meetings to reach out to the residents of Basset/San Jose/Valinda LA County. These meetings highlight the type of carts used, schedule of collection, distribution of carts and introductory materials. Prior to start of collection, Valley Vista delivered more than 42,000 automated carts for the collection of refuse, green waste and recyclables along with an introductory package of information detailing the method and collection requirements as well as schedule of the new franchise. Valley Vista and the LA County's hauler(s) worked together to replace old carts with new ones, provide informative customer service and support the transition to a set of new services that required 3-cart automated service, scheduled bulky item collection, e-waste collection and continuous refuse collection without interruption.



Billing Information

Valley Vista bills residents and non-residential units set up through a subscription order.
Contact: Franchise Manager (626) 458-3562

City of Walnut

The City of Walnut transitioned from an exclusive franchise with Waste Management to Valley Vista in 2006. The transition included working with Waste Management professionals to provide accurate data for residential and business customers for the effective replacement of carts and bins. Based on 8,300 single-family residents and over 330 commercial businesses, Valley Vista rolled-out over 25,000 carts for the collection of refuse, recyclables and green waste and 500, 2-4 cubic yard bins for businesses and complementary city facilities collection.

Billing Information

Ms. Alicia Jensen – Senior Management Analyst
Email: ajensen@ci.walnut.ca.us
Phone: (909) 598-5605

City of La Puente

Valley Vista is the Exclusive Franchise hauler for Residential and Commercial Collection and has since implemented a 3-barrel automated collection system to the following customers in La Puente.

Commercial and Industrial Accounts	500
Multi-Family Units	3200
Residential Accounts	6500



Valley Vista has been the contracted exclusive municipal waste hauler for the City of La Puente since the award of the franchise agreement in 1994. Valley Vista prepared and implemented a transition plan that converted the residential sector from traditional resident-owned can and bag collection to an automated 3- barrel program. This transition rollout included over 20,000 containers and education packets and removal of old containers.

Rolling out a new automated program to over 6,500 homes was a process that required diligent planning. Valley Vista conducted a transition plan of public outreach programs, direct mailing, workshops, and welcome packets attached to carts upon delivery.

The three- cart program currently implemented in the City of La Puente generates approximately 2,000 tons of curbside recyclables and another 2,900 tons of green waste per year. The residential sector generates approximately 12,500 tons of residue waste per year. All curbside materials collected are processed at Grand Central.

The three- cart program implemented in the City of La Puente has been an operational and diversion success story. The backbone of any automated program is the equipment utilized and the educational outreach that supports the programs. The Valley Vista newsletter is distributed quarterly to all residents in both English and Spanish. Valley Vista is actively involved in the community by participating in local service clubs, supporting public venues and sporting events, and presenting recycling education to local schools.

Billing Information

Valley Vista currently bills residents, PUDs and non-residential units in La Puente. Contact for billing procedures, payments, delinquent fees, tax roll submissions and franchise fee disbursements in La Puente is:

Mr. David Carmany – City Manager
Email: dcarmany@lapuente.org
Phone: (626) 855-1500



III.8 Billing Information for Municipal Clients

Valley Vista conducts all billing tasks for the client cities named in this Proposal. Our billing system is the Tower 7.0 capable of billing all single-family, multifamily and commercial customers for the entire Valley Vista portfolio. This billing system allows Valley Vista to provide PDF invoices emailed to our customer and reducing the need for paper invoices. Automatic credit card payments and ACH payments help residents save money through automation and instant posting to their account. Valley Vista uses a Pitney Bowes automated folder/inserter for billings and mailing inserts up to 4,200/hour.

Section IV Customer Service

Valley Vista has developed an integrated approach to the customer service requirements of the community of Cypress. This approach includes combining all available resources and the local knowledge of the City and its people into a unified Customer Service Plan. The Customer Service Plan includes these 5 (five) components:

1. Community Involvement
2. Customer Service Systems and Approach
3. Management and Operations Staff Time Committed to City of Cypress
4. Office and Service Yard
5. 24 Hour On-Call for Emergency Response and Special Needs

Knowing the community and the nuances that identify the people of Cypress, Valley Vista has crafted a Customer Service Plan that is customized for the residents and businesses of the City with dedicated experienced personnel.

IV.1 Community Involvement and Local Support

Valley Vista key management staff are very familiar with the City of Cypress and its community organizations. Mr. George Briggeman, General Manager for Valley Vista is an important part of the firm's approach to involving key groups in the community and will spearhead the public education and outreach portion of the Proposal. Mr. Briggeman has implemented four (4) refuse and recycling collection programs for the cities of Cypress, Los Alamitos, Villa Park and Seal Beach during his career. His experience in enlisting community organizations and notifying residents and businesses of the impending change from one hauler to Briggeman Disposal Services will be valuable in garnering local support and community participation.

Over the past three decades, Mr. Briggeman has contributed his time, resources and financial contributions to virtually every youth and community organization in West



Orange County. The following community organizations and events are a small sampling of Mr. Briggeman’s involvement and commitment to the City of Cypress:

Organization	Position Held	Services Rendered	Years of Service
Boys and Girls Club of Cypress	Major Underwriter	Fundraising and Complementary Trash Service	Since 1979
Cypress Chamber of Commerce	Former Two-Time Boardmember	Annual Xmas Party/Community Festival Mixer	Since 1979
Los Alamitos Aquatic Foundation	Founder & Chairman	Development/Funding Regional Aquatic Center	Since 1997
Cypress High Parent Teachers Assoc	Benefactor	In-Kind Contributions and Support	Since 1979
Womens Club of Cypress	Major Donor	Veterans Picnic Supporter	Since 2013
Cypress College Foundation	Longtime Sponsor and Supporter	Scholarships for Disadvantaged Students	Since 1988
Cypress Community Festival Mixer	Major Donor and Co-Founder	In-Kind Resources and Monetary Support	Since 1993
Cypress High Grad Night Fundraiser	Major Underwriter	In-Kind Resources and Monetary Support	Since 1993

Valley Vista will continue this practice of involving the community directed by Mr. Briggeman himself. These and other groups will continue to be supported with the same level of passion and resources Mr. Briggeman has shown since 1979.

Public Education and Outreach

Valley Vista’s approach to the City’s public education and outreach is consistent with proven programs applied in other cities as indicated in the Proposal. Each of the components of the public education plan will be developed for review and approval by the City prior to implementation. These components are presented in chronological order as follows:

1. An Initial Mailer and Subscription Order Postcard will be designed for review by the City to distribute to all customers identified in the RFP and Draft Agreement. The Initial Mailer will be the primary initial contact with the customer alerting them of the change in service providers for solid waste and recycling. The Initial Mailer will be designed specifically for three (3) separate customer types:

- Single-family

- Multi-family
- Commercial

The Initial Mailer is the piece that introduces Valley Vista, the services offered and the Customer Service number for all inquires regarding service, schedule of implementation and billing.

The Initial mailer will be printed on 8.5" x 11" 24 lb. paper stock, similar to letterhead, and mailed to each and every service recipient in the City. Valley Vista will work closely with the incumbent franchisee to make sure the list of residents and businesses is complete.

The Subscription Order Postcard is a return postage card sent to SFDs only for the selection of 32, 64 and 96 gallon carts in quantity and variety of service. These inquiries will be sent 60 days prior to cart distribution set to begin on June 1, 2014, to determine if there are any revisions to current service levels provided by the incumbent franchisee.

2. Develop and distribute materials for transition and container roll-out – An introductory how-to-brochure will be developed for distribution with carts and bins during rollout of the transition from the current Collector to Valley Vista. This brochure will include details of the various services provided, contact information for Customer Service located in the City, handling of bulky items, recycling, green waste, e-waste, used motor oil, tires, etc., and methods of participation in the collection program designed by Valley Vista. The materials will be distributed with the original 96-gallon wheeled carts to all SFDs and bins for the collection of green waste, recyclables and refuse for MFDs and Commercial customers. Samples of previously developed materials by Valley Vista are located in Exhibit II.

3. Conduct community meetings prior to July, 2015 – Valley Vista believes outreach to the community should be grass-roots as well and is proposing to conduct community outreach meetings led by long-time City advocate and benefactor, George Briggeman.

Mr. Briggeman and his staff of Customer Service Representatives (CSRs) and outreach personnel will meet with City staff and schedule no less than five (5) separate events to reach the community residents and businesses prior to commencement of service. Pre-selected grass roots participants include but are not restricted to:

- Boys and Girls Club of Cypress
- Womens Club of Cypress
- Chamber of Commerce
- BRACE of Cypress (Business Retention, Attraction, Creation & Expansion)
- Cypress College

These groups will be enlisted to participate at event sites or distributors of event info. Mr. Anthony Bedola, Director of Community Relations and his team, will meet with these groups and enlist their support for a concerted public education message aimed at transition of service, economic recycling incentives, presentations and new services. Valley Vista Project Director, Mr. Briggeman has been intimately involved with each of these organizations through his support for over 35 years and is familiar with their resources and ability to get the message out and receive community support. Community meetings will be held at each of the group sites and will be publicly noticed in the following:

- Event News
- Independent News
- OC Breeze Hardcopy and Website
- City Website (upon approval)

Members of the Boys and Girls club may also be enlisted to distribute flyers and event maps to ensure coverage to the community events organized by Valley Vista.

3. Quarterly Newsletters

Valley Vista currently provides quarterly newsletters to the cities of:

- El Monte
- La Puente
- Walnut
- Los Angeles County

Samples of these newsletters are located in Exhibit II and include HHW collection events, e-waste and bulky item information, recycling overviews and progress reports and other information required by the cities served by Valley Vista.

The distribution of newsletters will start with approval by the City after the first quarter of service on October 1, 2015 and will be distributed to SFDs, MFDs and Commercial customers at the expense of Valley Vista. The Newsletters will be 8.5" x 11" coated glossy 60 lb stock and will be folded in half with a sticker for distribution using the following methods:

- *Direct Mail*
- *Community Hall*
- *Senior Center*
- *Boys and Girls Club*
- *BRACE Office*
- *Chamber Office*

A total of twelve (12) locations will be enlisted by Mr. Briggeman and Mr. Bedola to ensure a comprehensive net of newsletter distribution is achieved.

4. Electronic newsletter

VVOC will contact each of the MFD and Commercial customers to compile emails for each multifamily complex and business in Cypress. VVOC will use the initial business list supplied by the former franchisee in conjunction with the City's business license list. Upon development and approval of the e-newsletter, Valley Vista will electronically link the e-newsletter to the Valley Vista website with a page dedicated to the City of Cypress

for all residents and businesses to visit and email to each of the MFDs and Commercial customers in the email database compiled for this task.

The e-newsletter will mirror the newsletter developed by VVOC for distribution to MFDs and Commercial customers as they relate to AB 341 requirements and compliance, collection services, recycling, collection, HHW, e-waste, battery recycling, green waste recycling and other programs required by the RFP. The e-newsletter will also be linked to the City and Valley Vista website where it can be viewed and downloaded.

5. Recycling Curriculum - Mr. Bedola will be responsible for the Recycling Curriculum developed by Valley Vista for presentation to Cypress schools and use at City events. Drawing from his deep ties to the community, he will work in concert with the Anaheim Union High School and Cypress School Districts and Parent Teachers Associations to educate our youth on the importance of recycling, environmental stewardship and legislation. In conjunction with this program, Mr. Bedola will integrate our "Drugs are Garbage" campaign to the same students as a benefit to the community stressing the important of avoiding substance abuse.

This method of community involvement is an opportunity for public education and outreach procedures to ensure communications to the residents and businesses has a local presence ready to respond quickly and effectively. That is why Valley Vista has enlisted these groups to assist in the distribution of information regarding the programs and services outlined in this Proposal and the scheduling required.

6. Participation at City Events - Valley Vista will participate in all City events with a booth for distribution of materials, recycling games and prizes and educational handouts including recycling curricula, newsletters, promotions and other materials available and approved by the City.

7. Cable Access TV Ads – Valley Vista will place timely ads on the upcoming solid waste program by Valley Vista, transition dates, community event time, date and location and other important program items.

Valley Vista will also provide recycling, disposal and reporting support for City sponsored events including but not limited to:

- Cypress 5K/10K Run
- Cypress Community Festival
- All 9 Concerts on the Green
- Easter Egg Hunt
- Holiday Sing
- Cypress Nature Park Clean-up Events

Valley Vista will provide wheeled carts, bins, and roll-off boxes to each event for the accumulation and collection of refuse, recyclables materials, and green waste. Assistance will be provided to each event coordinator and organizer to develop recycling plans and a reporting format for materials diverted and disposed. Valley Vista will implement an event reporting format for materials diverted and disposed for distribution to the City and event organizer(s).

In addition, Valley Vista will provide event boxes and liners and confer with the event coordinator on where to place each and method of display for recycling and disposal signage.

Resources provided by Valley Vista for these events, including two (2) additional events requested by the City, are summarized as:

1. Event boxes and liners
2. Wheeled carts of 64 and 96 gallons

3. Bins of 2,3, and 4 cubic yard capacity
4. Rolloff containers of 10 to 40 cubic yards
5. Community education booth and outreach materials

Mr. Bedola and Mr. Cardenas will communicate closely with each event coordinator and the City, if necessary, on when to replace each container during the events selected. These containers will be used for recycling and disposal and will be emptied upon closure of each event. Final data reports on number of containers used, type of each, volume of recycled and disposed waste and weight of all waste will be distributed to the event coordinator and the City at the end of the month the event takes place. The final diversion rate for each event will also be displayed on the report to show how event-goers participated in recycling and how well the event recycling plan was received.

In addition to these tasks and items, Mr. Anthony Bedola will meet with City staff quarterly to review the public education and outreach efforts and receive feedback from the City on the effectiveness of each of the components identified herein. Mr. Bedola and City staff will work closely to ensure the public education and outreach program is a success and that Valley Vista will do whatever it takes to make that happen.

Mr. Bedola will also be responsible for compiling and submitting monthly and annual public education status reports to the City. The annual report includes summary of the twelve (12) calendar months with adjustments to ongoing outreach events and activities.

As Indicated in Section VI of this Proposal, Valley Vista will provide portable toilets, handwash stations and temporary fencing to these and other events requested by the City staff.



Budget for Educational Promotions

Public Education Literature	Target Audience	Design Time	Design Rate Per Hour	Number of Units	Cost Per Unit	Handling Cost Per Unit	Flat Rate Charges
How-To Brochure	Single-Family Dwellings	4.5	\$55	11,960	\$0.90	\$0.12	
	Multi-Family Dwellings	6.5	\$55	3,000	\$0.90	\$0.12	
	Commercial customers	6.5	\$55	500	\$0.90	\$0.12	
Quarterly Newsletter	Single-Family Dwellings	4.5	\$55	11,960	\$0.90	\$0.12	
	Multi-Family Dwellings	6.5	\$55	3,000	\$0.90	\$0.12	
	Commercial customers	6.5	\$55	500	\$0.90	\$0.12	
Subscription Postcards	Single-Family Dwellings	1	\$55	11,960	\$0.30	\$0.12	
	Multi-Family Dwellings	1	\$55	3,000	\$0.30	\$0.12	
	Commercial customers	1	\$55	500	\$0.30	\$0.12	
Cable TV Ads	SFD, MFD Customers						\$400.0
	Multi-Family Dwellings						
Chamber Newsletter and Website	Commercial customers	Inc	Inc	Inc	Inc	Inc	Inc
Community Meetings	Single-Family Dwellings			5			\$500.0
	Multi-Family Dwellings			Inc			
	Commercial customers			Inc			
E-Newsletter	Multi-Family Dwellings	4.5	\$55				\$400.0
	Commercial customers						
							<i>Total Estim:</i>

IV.2 Customer Service Systems and Approach

As indicated in this Proposal, the Cypress office of Valley Vista will be established separately from the corporate office in the City of Industry. Therefore, the questions raised in the RFP and historic data required by the City will be answered with the caveat that the new Customer Service and administrative office will be stationed in Cypress and independently operated by local employees with 100% autonomy. Hence, there will not only be a response to the way Valley Vista has been conducting Customer Service but an accurate projection and guarantee that the Cypress administrative office will provide enhanced interface to customers with employees that are committed 100% to Cypress only. City of Cypress and Valley Vista will meet monthly to discuss compliance with the customer service standards denoted in the Collection Agreement.

The Customer Service Operations Plan includes the following:

1. Call Center Performance
2. Website Content and Utilization
3. Customer Information Systems
4. Staffing, Response Times and other Service Metrics
5. Commercial Customer Service

Management Procedures

Valley Vista has implemented Customer Service management procedures that focus on timeliness of call answers to coding customer calls. In each instance when a call is received by Valley Vista CSRs, the software used is PCScale Tower 7 to process incoming customer calls. The software is developed by PC Scale Technologies™, a division of AMCS Group. They are a leading provider of innovative technology solutions and technical services for the waste, recycling & related industries. This software is designed to log into the "Service Response" item in our computerized tracking system. Once a Service Response item is opened in our system, the "clock" starts ticking, and it doesn't stop until the customer's problem is resolved. After consulting with the customer and agreeing upon a solution, the CSR in the field will issue a "Service Order". Our field service staff will carry out the Service Order and update the Service Response item in our system, including a description of how the issue was resolved. The CSR will then follow up and close out the Service Response item in our tracking system.

A report is generated each morning and sent directly to Susan Silvestri listing any open or unresolved Service Response items. Upon review of this report, Ms. Silvestri confers with the responding CSRs for unresolved issues and potential mistakes in customer response. Weekly meetings are held with Ms. Silvestri to go over the reports, their strengths and weaknesses and initiate re-training for CSRs that need improvement.

The Management Procedures are summarized in the following manner:

1. Incoming calls are coded by name, nature of call, service request and city of origin
2. Data is compiled by CSR, city of origin, route driver, waste type and service provided

3. Management reports are generated daily, weekly and monthly for review
4. Customer service training and re-training meetings are scheduled and conducted
5. Co-staff meetings with drivers, route managers and Ms. Silvestri are held
6. Customer service management reports and recommendations sent to Dave Perez

These tasks and procedures are meant as tools to transform the Valley Vista Customer Service department into a professional interface with the customer. Satisfaction by the customer needs to be the primary focus of the Customer Service department and the response by management in the training, re-training, education and personal response by the CSR is key to its success.

To accomplish the training and re-training, Valley Vista has incorporated a special program for training CSRs and field personnel tied to the Customer Service experience.

Customer Service Skill-Training Program

In 2008, Valley Vista implemented a new monthly Customer Service Training program developed in-house at Valley Vista with *"Delighting Customers"*, a customer service training program which is the foundation for "Creating CEOs". *Delighting Customers* skill training includes all the same skills and concepts as Creating CEOs but with less emphasis on the CEO title.



"Delighting Customers" is a facilitator-led, on-site, customer service skill-training program for professionals and all front-line service personnel developed by Customer Focus. This customer service skill-training program is used to create a customer focus culture where everyone in the company works as a team and is focused on the customer and their positive experience with Valley Vista.

Unique advantages of customer service skills training program

- Introduces the concept of customer experience ownership.

- Motivating, inspiring, values building, skills-based, practical, and challenging.

Customer service training program applications

- Motivate and build skills of all face-to-face service persons.
- Organization-wide customer focus training or customer's first training.
- Internal customer service skill training for support functions.
- Customer service training and poor communication.
- Customer service training for professionals and salespeople.

Delighting Customer skills training program, employees learn to

- Take responsibility for customers.
- Project positive image and values.
- Problem-solve and innovate.
- +Delight even upset customers.
- Uncover sales opportunities.

Plus Techniques to

- Build internal cooperation.
- Gain acceptance.
- Negotiate solutions.
- Manage stress.
- Handle abusive customers.

Valley Vista customer service personnel training commences with a 4-hour training session headed by Susan Silvestri scheduled monthly. These interactive exercises and practices give the CSRs new skills to use immediately on the job as a response to inconsistencies in the continuity of the message based on the daily, weekly and monthly reports to Ms. Silvestri.

So far with the implementation of "*Delighting Customers*", Valley Vista has seen a positive difference in Customer Service provided. Our CSRs now respond to calls in

under 45 seconds and resolve most matters in under two minutes. When you first call Valley Vista, the first response is a live person who accurately directs the customer to the department he/she seeks. There are no loops or automated answering machines that tend to discourage callers.

Cypress Call Center and Administrative Office

Valley Vista will staff the Cypress office with employees that are 100% dedicated to the City. These professionals and key employees will be responsible for phone calls and questions during transition from the current service provider. Valley Vista will purchase new hardware and software identified in this section, consistent with the telephone, billing and customer service system used by Valley Vista for sixteen (16) exclusive and non-exclusive franchises. Initially there will be six (6) CSRs overseen by Mr. Briggeman and Mr. Bedola.

The Cypress administrative office for Valley Vista will be located within the City's borders and perform the following functions:

1. Customer service and transition questions
2. Receiving payments for service
3. Adjusting service levels and billings
4. Missed collection procedures
5. Ordering of carts, bins and rolloffs
6. Storage and distribution of brochures and public education materials
7. Meeting place for City staff regarding event coordination and franchise tasks
8. Dispatching for all Cypress franchise collection vehicles
9. Correction notices and guide to respond
10. Bulky items, battery and E-waste drop-off
11. Directions to our Corporate Yard for used motor oil disposal
12. Maps to Orange County HHW sites



The Cypress call center will be the focal point of contact for all services performed by Valley Vista as a requirement of the franchise and additional selected programs and enhancements. . It will be open from 8:00 am to 5:00 pm Monday through Friday and Saturday 8:00 a.m. to noon. After hours and on Sundays, there will be an automated call recorder reviewed by Customer Service when the office first opens the following business day.

Call center staffing will include three (3) CSRs supervised by Ms. Marshall and assisted by Susan Silvestri of the Corporate Office of Valley Vista. All CSRs are scheduled to begin at 8:00 am until 5:00 pm, 5 days per week. Their duties include but are not limited to:

CSR Manger (1) – Customer service, contract compliance, CSR oversight and assistance, supervision, training, billing, service changes and dispatch coordination of non - scheduled services.

CSRs (2) – Customer interface, service requests, complaint resolution and dispatch interface.

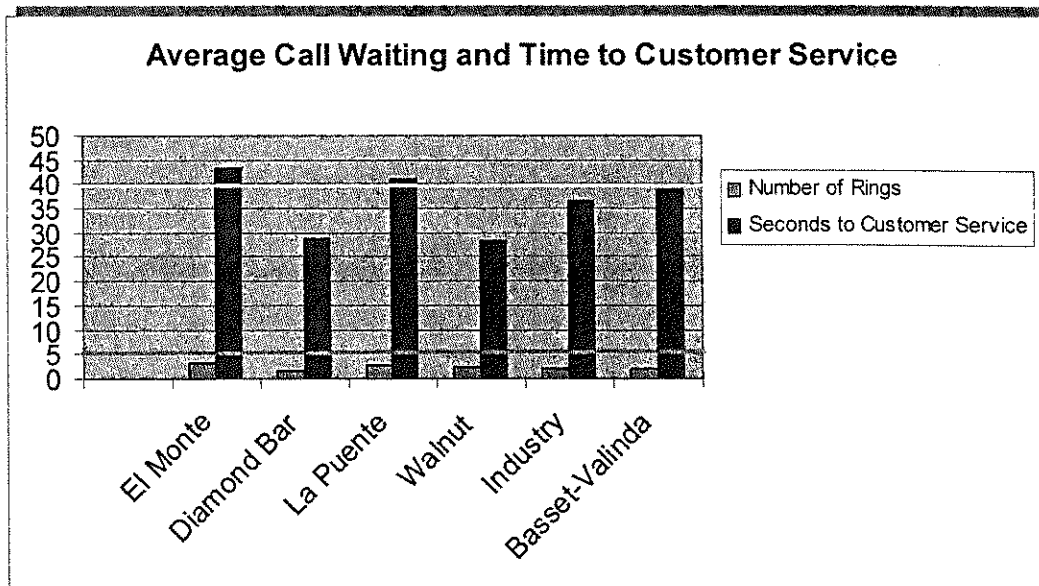
During and after the transition period from one franchisee to Valley Vista, Customer Service Representatives (CSRs) have immediate access to the customer database managed onsite through the Dell Blade network server. This server and support software system allows each representative access to the customer account data through a variety of searches including address, customer name, phone number, city of origin and other data points. .

At the Valley Vista administrative office in Cypress, each caller will hear a live person answer the phone within the first three (3) rings and will personally respond to customer inquiries. No loop will be used in answering customer calls at the Cypress office and wait and response time will be reduced by no less than 25 seconds.

With respect to number of rings to answer and average wait time to speak to a CSR, here is what we measured at the corporate office in Industry using random calls from a location in Fountain Valley:

City Tested	Number of Rings	Seconds to Customer Service
El Monte	3.10	43.20
Diamond Bar	1.75	28.60
La Puente	2.80	40.80
Walnut	2.50	28.50
Industry	1.80	36.80
Basset-Valinda	1.90	39.10
Average	2.31	36.17

1. Number of rings to reach a live person – 2.3
2. Wait time in seconds to speak to a CSR – 36.2



However, these metrics will not apply to the Cypress office because of its autonomy from the Valley Vista corporate office in Industry.

After successful transition, three (3) CSRs will remain managed by Stacey Marshall, solely dedicated to the City's residents and businesses for execution of the franchise agreement. At the Cypress office, Valley Vista will guarantee that the Customer Service lines will be answered, on average, within the first two (2) rings, by a CSR without the aid of "loops" and recorded messages.

During spikes in call volume while all CSRs are attending customers, the CSR in rotation will answer an incoming call within two rings and ask the customer to "remain on the line for a moment" until the next CSR in queue is available to respond. The queue will be displayed on each 42" monitor indicating the next CSR to respond to calls "on hold". A timer will also be displayed as customers "on hold" and in queue approaching 30 seconds will get bolder and bolder indicating the hard 30 second target to answer.

Cypress CSRs will be able to assist callers speaking English and Spanish. Customer calls in other languages such as Cantonese, Tagalog, Mandarin and Vietnamese will be sent to the corporate office in Industry for response and resolution.

In addition and to ensure maximum coverage, the "Customer Service to Dispatch to Truck" line of communications will be handled by Mr. Cardenas. When feasible, Mr. Cardenas will personally respond to complex customer requests to ensure the personal and professional touch is always realized.

To ensure that all lines of communication are geared towards ensuring quality customer service and to maintain and track requests from point of onset to completion, a "Supervisor" request order will be placed into the computer software system with the issue at hand. Mr. Cardenas will receive this via dispatch to expedite the request. Once, Mr. Cardenas addresses the customer issue and a resolution is made, Mr. Cardenas will then contact dispatch to complete the Supervisor request order. This will ensure that these issues are handled immediately and completed in real time.

All routing and services are marked completed on a daily basis in real time by our dispatch department. Billing processes can not take place until all routes and services are completed and entered into the system. If a service request work order is generated, all Service Order requests are processed and completed by one of our Billing Specialist. Once the work order is received from the driver (operations) it is then sent over to billing to be marked completed and to ensure that all services for billing purposes are recorded into the software system. The system will then process the billing as required by the contract (monthly advanced billing or quarterly advanced billing).

City staff and Councilmembers will be given an after hours and weekend direct line to the Operations Manager, who resides in Cypress, for urgent requests unable to wait for the next business day. In addition, a 1-800 or similar toll-free access will be provided to all residents, businesses, City staff and elected officials for Special Needs and Emergency Response.

Commercial Customer Service

Valley Vista Administrative Manager Susan Silvestri will develop and implement a training program for Cypress CSRs on the important aspects of Commercial Customer Service including:

- Rate schedule and response to price quote requests
- Bin type, size and service levels
- Quantity of bins based on historic level of Customer's service
- Cost of bins versus residential carts
- Commercial customer coding
- Bulky items, e-waste, u-waste and other special services for Commercial
- Commercial commingled recycling program mechanics and prices
- Mixed waste recycling costs
- Open top rolloff and compactor service
- Temporary service containers

These are some of the issues CSRs will be addressing as Commercial customers call in for reasons much different than their residential counterparts. CSRs need to be trained on these aspects of Commercial service to determine the route of communication that must be followed or the resolution to the issue required.

CSRs will be trained by Ms. Silvestri in the art of reading billing codes, invoices, rates for commercial service and other billing related programs necessary to effectively feedback to the Commercial customer the proper course of action or next link in the chain of communications.

CSRs will understand how to respond to Commercial customers or refer said customers to the following Valley Vista team members:

- Route drivers by name, franchise and route number
- Dispatch personnel for Commercial customers
- Route supervisor for personnel related issues
- General manager for serious or critical situations
- First response personnel for emergency occurrences

Upon completion of the training program, CSR manager Ms. Stacey Marshall will resume the responsibility of management of Commercial customer service until the services of Ms. Silvestri is required again.

Customer Call Backs

For customer messages left before 5:00 p.m., all "call backs" will be attempted at least one time prior to 6:00 p.m. on the day of the call. For all customer messages left after 5:00 p.m., all "call backs" will be attempted at least one time before noon the next work day. If the Cypress CSR is unable to reach the customer on the next work day, a voice message will be left and coded by the CSR.

Missed Pickups

When a call comes in for a missed pickup, the Cypress CSR will notify the driver on the route where collection was missed, including when SFD residents fail to place their carts at the curb, and driver will collect missed pickup that day. If a missed pickup call comes in after 4:00 pm, CSR has the option of notifying dispatch of the missed pickup to schedule for the next day. Sample reports are attached in Exhibit I.

Goal Measurement

Stacey Marshall, Customer Service Manager is stationed at the Cypress call center and is also a CSR to be fully trained at the corporate office in Industry. As Manager, she not only answers incoming calls but monitors how the other two (2) CSRs are handling call volume, complaint resolution and calls in queue. All incoming call activity can be observed by Ms. Marshall who can provide assistance to CSR if necessary or complete resolution for the calling customer in a timely manner.

Ms. Marshall is trained to monitor CSRs for tone of voice, attitude, behavior with customers, complain resolution skills and can be present if a customer is offensive and irritated. She will work closely with Susan Silvestri for CSR recommendations, customer resolution tricks and retraining.

Manny Cardenas will work closely with Ms. Marshall to ensure Customer Service is resolving issues with respect to service that are consistent with driver duties, collection activities, development of routes and scheduled pickups to minimize or eliminate customer confusion and complaints.

Customer Service Reports

Customer Service Reports are printed daily for Ms. Marshall to review effectiveness of the Customer Service department. The reports indicate how well CSRs are handling their responsibilities including wait time, number of rings, time to conclude customer resolution, and abandoned or missed calls. Ms. Marshall and Ms. Silvestri will speak

daily until the Cypress office has implemented all customer service programs to the satisfaction of the General Manager, George Briggeman

Customer Service staff will meet weekly with Mr. Bedola and Mr. Briggeman to discuss the Customer Service department.

Customer Service Equipment and Software

Valley Vista and its affiliated companies have been fully computerized since 1980. Since then, we have made technological strides to improve reliability in customer service, billing, data storage and data access.

Valley Vista used Dell Blade servers rated at 99.5% availability running 24 hours per day, 7 days per week, 365 days per year. These units have been virtualized with VMware vSphere and run Windows 2012 to allow scalability and volume. This system can handle 75,000 customers without any additional upgrades.

Valley Vista uses Tower 7, by PCScale/Tower to manage customers and contracts by consolidating customer service, service scheduling, dispatching, compliance tracking, sales, and customer billing into one system. This integrated approach has the added ability for customers to review their accounts and to pay their bills online by accessing our website at www.myvvs.com.

Benefits of the Customer Tracking Interface

- Track customer service, operations and sales activity
- Define custom case and activity types
- Track duration of case activity (i.e. call tracking, etc...)
- Track historical activity for enhanced auditing

Valley Vista has augmented the customer service software and telephone system by employing a new 42" visual monitor screen that displays the caller, the nature of their call, how long on caller has been on hold and name of the CSR handling the call. This large display board aids in managing our call center so CSRs are knowledgeable of wait



time, preferred caller language, the nature of the call and which CSRs are available. The display will also indicate which department managers are available should assistance be required. This system has a proven track record of reducing call times by 50% and on-call hold by as much as 40%.

Call Distribution Reports can be generated on a daily, weekly, monthly and annual basis to reflect data received by the system software program. The Call Distribution reports will reflect the following information:

1. Longest Wait time
2. Shortest wait time
3. Length of call
4. Call Volume
5. Individual CSR productivity
6. Call Center productivity

The reports and data are evaluated and use for monitoring productivity within the call center and for individual training purposes.

Customer Service Summary Reports also can be generated on a daily, weekly, monthly and annual basis to reflect Customer Service Response Requests from the system software program. The Customer Service Response reports will reflect:

1. Purpose of call
2. Service Work order generated including date and time
3. Service Work order close out including date and time
4. Billing inquiries
5. Service increase/decrease
6. Complaint logs
7. Complaint resolutions
8. Missed pickups
9. Bulky item pickups
10. Payments



Website

Valley Vista has established separate web pages for the cities of El Monte, La Puente, Walnut, Hacienda Heights and Basset-Valinda. A sample of the "Welcome" page to a specific city, namely El Monte, is inserted in Exhibit III. For the City of Cypress, Valley Vista will establish a web page to act as a portal for a variety of services currently offered to client cities including rate schedule and size of containers. These services will include on-line payments, information on City services, FAQs, rate schedule, how to read your invoice, rates for additional services, service requirements, holiday schedule, x-mas tree information and other items of importance to the customer.

For further information, the website address is: valleyvista.net or go to myvvs.com for invoice and payment information.

To enact additional services required by the Agreement, Valley Vista will embed an interactive comments section to address the following customer service items:

1. On-call bulky items collection request
2. Extra pickups
3. Service changes
4. Cancellations to service
5. Complaints and follow-up
6. E-waste collection event inquiries
7. Upcoming City events
8. On-call clean-up services.

These and other items including requests for services and inquiries on services provided by Valley Vista will be addressed in the comment section of the website which is managed in-house.



Procurement of vehicles, accessories and office products

Valley Vista will register all collection vehicles dedicated to the City to our Cypress administrative office address to ensure City receives its share of sales tax revenues. Everything purchased by Valley Vista for servicing the Cypress franchise from office supplies to vehicle accessories, petroleum products and other items necessary for the proper function of the franchise shall be purchased from our Cypress administrative office. This will ensure the City is the point of sale for receiving sales revenue for as many if not all of the items purchased. The clause that confirms receipt of sales tax revenue for heavy equipment to the City is stated below and found at the California Board of Equalization website <http://www.boe.ca.gov/sutax/faqtrans.htm#4>:

FAQ - Use Tax on Purchases of Vehicles, Vessels, Aircraft

4. What tax rate applies?*

The tax rate is generally the same for sales tax and use tax. The use tax rate is based on where the property will be used, stored, or registered. In the case of a documented vessel, it is the marina or principal mooring location. For an aircraft, it is the hangar or tie-down spot. For property registered with DMV, the tax rate is based on the address provided to the DMV by the registered owner. See California [Sales and Use Tax Rates](#) for a listing of current tax rates.

Customer Service Philosophy

After 55 years in business, our Customer Service philosophy is driven by these basic principles:

Recognize the importance of the role every Valley Vista employee plays in the customer's perceptions and while impacting these perceptions, be professional, *reliable, credible, responsive and friendly.

Communicate promptly and honestly and try to be brief and clear.

Be a voice for the customer. When rules and policies don't make sense to our customer, challenge the way we do business and seek opportunities for improvement.

When a problem arises which is inevitable, view the problem as an opportunity to improve. Solving problems will enable us to raise the quality of our services and the confidence of the customer in our company.

Listen well, be responsive and demonstrate a sense of urgency. Understand how something is said has a significant influence on how it is received.

Strive to make it easy for customer to do business with Valley Vista to ensure loyalty.

“Under promise and over deliver”

IV.3 Management and Operations Staff Time Committed to City of Cypress

As previously mentioned in the Proposal, Valley Vista is hands-on from the top down. Using a combination of company principals, key employees and local Cypress professionals, Valley Vista believes we have assembled the best team

Key Management Personnel	Years of Experience	Dedicated % to Cypress
Manny Perez	55	5%
David Perez	55	7%
David Perez Jr.	15	12%
George Briggeman	36	75%
Anthony Bedola	25	100%
Stacey Marshall	22	100%
Joel Simonian	27	12%
Mark Tavoukjian	24	5%
Susan Sylvestri	18	27%

and commitment from key members to adequately service the City’s solid waste franchise system.

IV.4 Office and Service Yard

Considerable strategic planning went into the selection of the location for our Cypress administrative offices to ensure easy access for the residents, businesses and City staff. As you can see, Public works personnel can stop in anytime for resolution of collection issues and required services as they must drive by our office en route to the City’s Public Works yard, or they can just walk across the street to our

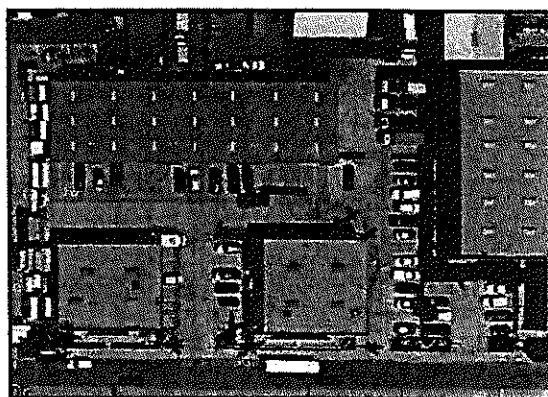


office just 100 yards away. The Cypress office located at 8891 Watson Street, Cypress.



The Cypress office is located just 7 minutes or 3.6 miles from the Valley Vista West Orange County Corporate Yard (Corporate Yard) in Los Alamitos location where collection vehicles are dispatched for waste and recycling collection service to the City.

The Corporate Yard is located on 3619 Briggeman Drive, Los Alamitos and is just 3.0 miles from Cypress City Hall and is situated on approximately 1.3 acres. A layout of the Corporate Yard is depicted on the right.



We are just minutes away from our Central Orange County Corporate Yard, on Oak Street in Santa Ana. This location will be used to stage rolloff boxes and bins for deployment on July 1, 2015 and thereafter.



Santa Ana Support Yard

IV.5 24 Hour On-Call for Emergency Response and Special Needs

Calls for Special Needs and Emergency Response will be regulated to include but not limited to Valley Vista franchise customers experiencing the following:

1. Garbage fires
2. Used oil and hazardous fluid spills
3. Leachate emissions
4. Accidents
5. Blocked vehicles
6. Fuel spills and unintended releases
7. Hydraulic fuel spills
8. Collection vehicle fires
9. Natural disasters

Mr. Anthony Bedola, Certified First Responder, will be responsible for calling the appropriate authorities in case of a potential spill, garbage fire, fuel spills and other emergencies. The following agency will be notified:

- ◆ Orange County Fire Authority - (714) 573-6250 or at (714) 573-6270

Mr. Bedola was a Firefighter I and II in the Orange County Fire Authority for over 23 years and will be a great addition to the Valley Vista team assisting in bettering the public health and safety of Cypress residents and businesses.

To address Special Needs such as backyard collection, assistance to seniors and disabled residents, Mr. Bedola will respond with direction from Customer Service on what the Special Needs are, the account information and how to resolve the issue.

Upon resolution of Emergency Response and Special Needs, Customer Service will record the activities and response for each occurrence. This data will be submitted to the City on a monthly basis.



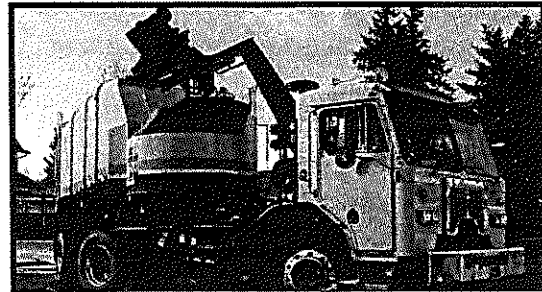
Additionally, Mr. Bedola's 20+ years of experience as a Certified First Responder makes him fully qualified to address virtually any emergency that may arise as a result of the operations defined in the RFP and Draft Agreement. Should the City experience any natural disaster such as earthquakes and flooding, Valley Vista, led by Mr. Bedola, will make our full Cypress team and all equipment available to assist the City in its emergency response.

Section V Programs

V.1 Core Services

The core services provided for in this Proposal are designed to collect refuse, recyclables and green waste in the most efficient manner possible using available technologies. The vehicle and compaction technologies selected for this section are indicated by waste streams Single-Family Dwellings (SFD), Multi-family Dwellings (MFD) and Commercial customers.

1. Valley Vista will collect SFD refuse, green waste and recyclables with Heil STARR System 33 and 37 cubic yard automated sideloader trailers to maximize weight density and minimize road vehicle impact. Valley Vista will



offer 32, 64 and 96 gallon containers to all SFDs by subscription order 60 days prior to the distribution date for wheeled carts. Cabs will be manufactured by Crane Carrier and will be fueled by CNG at Valley Vista's CNG refueling facility in Industry. Specifications of the Heil STARR System is attached in Exhibit VIII.

This sets the standard for efficiency, fewer emissions, fewer truck miles, and of paramount importance - less wear and tear on City streets.

2. MFD bin refuse will be collected using new frontloader Crane Carrier cabs fueled by Compressed Natural Gas (CNG) with a McNeilus Ultra Series body of 40 cubic yard capacity with an 11.5 ton weight limit to maximize collections. To implement recycling and comply with the reporting and collection requirements of AB 341, each MFD





will receive a 96 gallon Blue wheeled cart for the collection of recyclables based on the number of bins serviced. The Blue wheeled carts come with a how-to-brochure on single-stream recycling with the legal summary of AB 341.

3. Commercial customer refuse will be collected by separating waste streams by route; 1) dry commercial waste from retail locations, offices, warehouses, liquor stores, strip malls, industrial sites, commercial strip malls, and other customers that generate non-putrescible waste. 2) restaurants, MFDs, institutional waste generators, and other putrescible waste generators. The same vehicles used for the collection of MFD waste will be used for collection of “dry waste” and “wet waste” routes. These routes will be called Route A for “dry waste” and Route B for “wet waste” for the purpose of illustration throughout the Proposal.

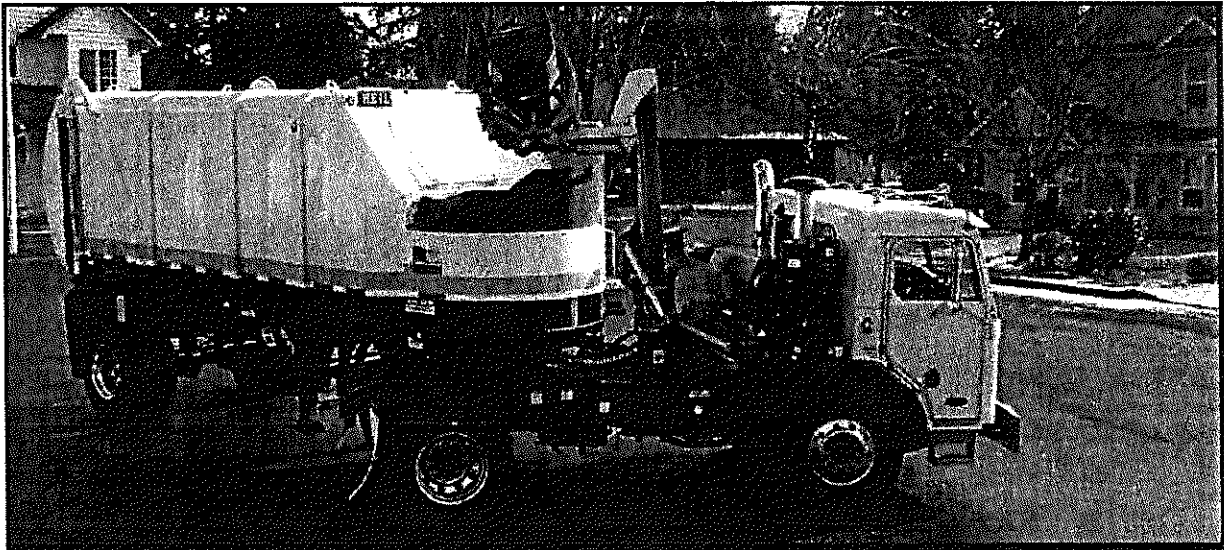
In addition to A/B routing, Valley Vista will offer 96 gallon Blue wheeled carts and 1 cubic yard to 4 cubic yard bins for single-stream recycling to all Commercial customers.

The A/B Route collection services will be split by tonnage and number of stops by a 7:3 ratio. Valley Vista with the assistance of George Briggeman and Manny Cardenas have accurately estimated that “wet waste” from MFD and Commercial customers is 70% of the total route tons by weight and “dry waste” is 30% by weight. Route A collections will be delivered to Grand Central Recycling and Transfer in the City of Industry for diversion of no less than 30%. Route B collections will be directly transported to the Olinda Alpha Landfill under contract with the City of Cypress for disposal through the Waste Disposal Agreement between the County of Orange and the City of Cypress, dated July 1, 2010.

This summary of core services is more adequately described herein.

V.2 Single Family Dwellings

Single-family Dwellings or SFDs, are dwelling units considered best served by automated wheeled carts. Valley Vista will service SFDs with automated sideloader compaction units manufactured by Heil for the collection of refuse only using detachable compaction bodies of 37 cubic yard capacity. Use of these detachable bodies will cut down on the number of trucks and truck miles throughout the City contributing to the reduction in Greenhouse Gases (GHGs). The use of the Heil STARR System will cut down on the need for automated sideloader vehicles by 20% according to estimates developed by Manny Cardenas, Operations Manager for Valley Vista in the City of Cypress. Valley Vista will service all Black, Blue and Green carts set out for collection at single units, duplexes, triplexes and fourplexes using these vehicles.



The STARR System characteristics include an articulating cab allowing flexibility enough to effectively service refuse carts in cul-de-sacs so prevalent in Cypress. The compaction bodies are detachable and when a route driver has filled the 33 cubic yard compaction unit to capacity, he will transport the unit to the Corporate Yard in Los Alamitos for replacement with an empty compaction unit of the same capacity. A Valley Vista Class I driver will shuttle the compaction units to the Olinda Alpha Landfill or Grand Central for disposal or processing. Two compaction units may be shuttled simultaneously for savings on fuel, GHG emissions, labor and vehicle impact on City streets.



The STARR System services automated wheeled carts of 32, 64 and 96 yard capacity selected by Valley Vista for Cypress SFDs, MFD recycling and other services.

Selection of Cart Capacity

Valley Vista will send a Subscription Order Postcard to each SFD in the City 60 days prior to the start of cart distribution set to begin on June 1, 2014 and continue through July 1, 2015 when collection of said carts begins. The subscription card includes return postage and the following information for selection by the SFD occupant:

Size of cart requested

- 96 Gallon _____
- 64 Gallon _____
- 32 Gallon _____

Are you aware of the change in trash providers?

- Yes _____
- No _____

Do you need additional recycling carts? How many and what size?

- Yes _____
- No _____
- 96 Gallon _____
- 64 Gallon _____
- 32 Gallon _____

Do you need additional green waste carts? How many and what size?

- Yes _____
- No _____
- 96 Gallon _____
- 64 Gallon _____
- 32 Gallon _____



Initial Mailing to SFDs


All SFDs will receive an initial mailing as described in Section 3 of this Proposal. The initial mailing will alert occupants in SFDs that a change in franchise service is coming. Dates of implementation, cart exchange schedule, new programs required, Customer Service office location, route schedules and changes and other important aspects of the new service provider and Agreement requirements will be included in the initial mailing to all SFDs. A Customer Service telephone number will be included in the mailing so SFDs can contact the Valley Vista office in Cypress with questions, concerns or instruction on how to participate in the new programs. Copies of similar mailings used by Valley Vista in the past are located in Exhibit II.

Corrective Action Notice

Valley Vista will develop a corrective action notification form for customer correction on how to place materials for collection. The correction notice used by Valley Vista includes the following eighteen (18) items identified for non-collection of SFD carts in the collection notice herein.

Collection Routes

Valley Vista will submit to the City a Collection Route for SFDs prior to July, 2015. The Collection Route will be submitted 90 days or more prior to the service date and will



Valley Vista Services
Waste Disposal and Recycling
 17445 East Railroad St., City of Industry, CA 91748
Servicing Southern California Since 1957
(800) 442-6454

Dear Customer,
 Your Container was not serviced due to the following reason(s):

- 1 Palm Leaves
- 2 Bird of Paradise
- 3 Cactus
- 4 Yucca Plants
- 5 Plastic Bags
- 6 Trash
- 7 Lumber
- 8 Dirt
- 9 Hazardous Substance
- 10 Roofing Materials
- 11 Container Overloaded
- 12 Items Not Placed in Container
- 13 Barrels Not Set Out Properly
- 14 Container Blocked
- 15 Overweight Barrels
- 16 Barrels Not at Curbside
- 17 Unsafe Conditions
- 18 Account Past Due/Services Interrupted
- 19 Other: _____

Please correct the condition before your next scheduled pickup. If you have any questions or require assistance, please feel free to contact our office.
 M-F 8:00 am to 5:00 pm
 Sat. 8:00 am to 1:00 pm
If corrected today, call before 3:00 pm and we will return by 6:00 pm today. (At no additional charge)

BBL #: _____
 Dumped Not Dumped

Address: _____
 Date: _____ Time: _____

Problem Code: 1 2 3 4 5 6 7 8 9
 10 11 12 13 14 15 16 17 18 19

Comment: _____

defined number of SFDs per route, route number, days of collection for refuse, recyclables and green waste and areas of route service. City and Valley Vista will work closely to develop a final approved collection route and a route map for illustration.

Automated Wheeled Carts

Valley Vista will provide each SFD with a new, wheeled REHRIG PACIFIC carts for weekly, automated Collection of three (3) 96-gallon carts of Black for trash, Blue for recycling, and Green for Green Waste. As described above, Valley Vista will give SFDs a choice in the size of cart required. In addition to the default 96 gallon cart, 64-and 32-gallon carts will also be offered as substitutes depending on the Customer's preference and response to the Subscription Order Postcard. Valley Vista will not offer discounts based on size of carts and SFD customers will be required to place carts curbside for collection.

On the Subscription Order Postcard, SFD customers are asked if they want additional recycling carts as needed. Valley Vista will provide these carts at no additional charge.

Single-stream recycling will be provided in accordance with the recyclable materials identified in Section V of this Proposal under Disposal and Diversion Plan. In single stream recycling Valley Vista will ensure that all RFP required materials are included in the SFD recycling program at a minimum. Based on the Subscription Order Postcard response from SFDs, customers may add an additional green waste cart as needed at no additional charge. Charges for additional green waste carts over the one allotted are included in Section X Price Proposal.

When automated carts are distributed to each SFD, a welcome package containing the introductory brochure explaining how the recycling, green waste and refuse collection program works and methods of recycling for addition services including but not limited to:

1. On-call bulky items and e-waste



2. Batteries and cell phones
3. Scheduled HHW events
4. Holiday tree recycling
5. County HHW facilities
6. Acceptable recycling materials
7. Green waste “do’s and don’ts”

Curbside Household Battery and Cell Phone Collection

During collection of single-stream recyclables from SFDs, Valley Vista will provide collection of household batteries and cell phones sealed in plastic sandwich bags and placed on top of Blue recycling carts on the regularly scheduled collection day. The instructions on how to recycle in the new SFD program will be sent with the Initial Mailing and also attached to the wheeled carts with a Welcome Brochure.

Household Hazardous and Electronic Waste Events

Household Hazardous Waste and Electronic Waste Collection (HHW) events will be held by Valley Vista in year two (2) and year four (4).

These events will be coordinated with City staff to schedule date and time of each of the two required HHW events. Cypress residents will be allowed to drop off unlimited amounts of HHW at the two events in accordance with the list of acceptable items in Exhibit IV of this Proposal. Valley Vista will conduct these events in-house and will use a third-party hazardous waste company for manifesting and disposal.

Annual Collection Service Notice

On or before June 1st of each contract year beginning in 2016, Valley Vista shall publish and distribute a notice to all SFDs and MFDs regarding the programs. Included in the notice are definitions of the materials to be collected, procedures for setting out the materials, service rates and discounts, maps indicating the days when all services will be provided including customer service phone numbers. The notice shall be printed in

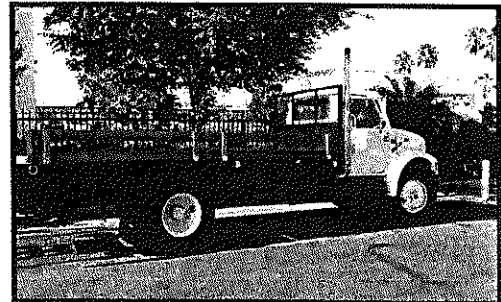
English, Spanish and other languages as directed by the City.

Annual Holiday Tree Recycling Collection

Valley Vista will provide annual collection of holiday trees commencing the first collection day after December 25 and ending the third Saturday in January at no additional charge to SFDs. Outreach materials will direct residents to place trees curbside for collection on their regularly scheduled service day. Instruction on how to clean trees before setting out at the curb will be included in the Quarterly Newsletter sent out in mid-October.

On-Call Bulky Waste Collection

Residents can call in to the Cypress Customer Service office with requests for on-call collection of bulky waste items for collection on the scheduled service day. The Customer Service number will be stamped onto all wheeled carts for scheduling the service with Valley Vista. Valley Vista will instruct SFD customers on the limitations of the bulky item program and the participating schedule. In order to place a limit on the number of bulky items set out for collection annually, Customer Service will code the request for collection using the number of items dictated by the customer. After twelve (12) items annually, after which a nominal charge will be levied.



All bulky waste collected will be sorted at Grand Central for maximum diversion. Based on our experience of the nature of bulky items and e-waste set out for collection, no less than 75% of all bulky items will be diverted and reported to the City on a monthly basis. Materials targeted for diversion include scrap metal, furniture wood, lumber, inert solids, appliances and other heavy recyclables otherwise destined for disposal. These materials will be collected separately with a flatbed vehicle employing two lifters and a



driver. The bulky item route will be on-call every regularly scheduled collection day to conduct a sweep of the City in case items too large to fit in to refuse and recycling collection vehicles wind up at the curb.

Cart Roll-out Service

Cart roll-out service will be offered to all cart-serviced customers for an additional charge. Cart roll-out service will be offered at no additional charge to disabled customers who complete an annual verification process approved by the City.

V.3 Multi-Family Dwellings

Multi-family Dwellings or MFDs are multiple housing units of five (5) or more attached or detached dwellings are best serviced with bins of 2, 3 or 4 cubic yard capacity. With the Initial Mailing, Valley Vista will provide a rate schedule to MFD customers detailing available bin sizes, service levels and all possible collection frequencies. Based on the current level of service provided by the incumbent franchisee, Valley Vista will allow MFD customers the opportunity to subscribe to the same or an adjusted service level. To accomplish this, the Initial Mailer for MFD customers will include the Customer Service number for MFDs to call in and request changes to service frequency, bin size, placement, recycling or other important service related issues.

Welcome Package

Valley Vista will design for approval by the City, a welcome package containing the Initial Mailer, previously sent per the Agreement, and a how-to-brochure describing the program requirements detailed in 6.03.1 of the Agreement. These include mandatory and optional services, diversion programs, instructions for proper use of carts and bins the types of materials to be placed in each container, process for exchanging carts and request for additional carts, holiday Collection schedules and billing and customer service telephone numbers. Sample Welcome Package is inserted in Exhibit II.

Core Services for MFD

For MFD customers, Valley Vista will provide bins, roll-off boxes and compactors for collection of refuse ranging from 2 to 40 cubic yards in capacity. Refuse will be collected by CNG fueled vehicles with Crane Carrier cabs equipped with McNeilus UltraPacker to maximize route efficiency and weight density. Bins collected on the MFD routes will be designated Route B for the purpose of handling and disposal and will be transported straight to the Olinda Alpha Landfill for disposal. Route A is the dry recycling portion of the Commercial customer routes. Specifications for refuse vehicles are attached in Exhibit VII.

The routing strategy for MFD customers is cooperatively linked to the collection route of Commercial customers on Route B. As defined in Section V.2, Route B is comprised of MFD and Commercial customers with putrescible waste indicative of residential, restaurant, organic other than green waste and material that is just too difficult to recycle because of cross-contamination. Initially, Valley Vista will not be processing multifamily refuse because the diversion rate for the City is currently at 75%. However, each MFD will receive one (1) free recycling cart as part of our commitment to the City and compliance with AB 341.

Single-Stream Recyclable Materials Collection

Understanding the difficulty in implementing recycling programs for MFDs, Valley Vista officials met with General Manager George Briggeman and Operations Manager for Cypress, Manny Cardenas and discussed the possibility of providing each and every MFD with a 96 gallon Blue cart for recycling implementation. The discussion included what manner of outreach and implementation would be afforded if a 96 gallon Blue recycling cart was assigned to each MFD based on the ratio of 1 cart

WHAT YOU NEED TO KNOW ABOUT RECYCLING REQUIREMENTS FOR MULTI-FAMILY

Why Recycle?

- State law requires that apartment communities multi-family housing with 5 or more units recycle.
- Recycling may provide opportunities to save money.
- Recycling helps conserve resources and also helps create a healthier environment for our community and future generations.
- Many apartment residents are requesting recycling. Providing recycling bins for multi-family properties is cost-effective, healthy and easy to implement.

How to Get Started

It is easy to recycle.

Option A: Separate Trash From Recyclables in One Bin

- Use the information on the other side of this flyer to help your residents learn why they should recycle and how to do it.
- Make sure residents separate recyclables from trash and don't litter.
- Be sure residents they must place recycling items in outdoor recycling containers for collection.
- Make sure residents know where outside recycling containers are located.
- Continually monitor separated bins to ensure compliance.

Option B: Combine Trash and Recyclables in One Container

- Call Valley Vista Services at 800-422-6424 to discuss the recycling services for your property.
- Valley Vista Services will send you a sign that says "Bin Recycling" and a sign that says "Material Recovery Facility for your recycling services."
- Be sure to place all recyclable materials in one bin for recycling and trash in another bin for trash.
- No need to continually monitor bins and recycling materials to avoid contamination. Recycling and trash are collected separately and recycled separately.

Where to Go for More Information

Call Valley Vista Services at 800-422-6424

Your website is www.valleyvista.com for more information from Valley Vista Services.

For additional general information about recycling and waste reduction, visit the California Department of Resources, Recycling and Recovery at www.calrecycle.ca.gov

Recycle Right logo

Information about multi-family recycling is available from the California Apartment Association at www.caaap.org



per every 3 cubic yard bin serviced 3 times per week or its equivalent. The 96 gallon recycling cart represents about 7% of the MFD waste stream when distributed at each of the selected locations. However, the program is designed to provide minimal coverage for compliance with AB 341 while maintaining the ability to grow.

In addition to the cart recycling service for MFDs, Valley Vista will offer source-separated recyclable collection service to all MFD customers with four (4) cubic yards or more of weekly refuse service and all other customers requesting service. Charges for recycling bins is included in Section X Price Proposal and costs 50% of regular refuse.

Customers will designate the collection location and pay a separate fee for recyclable materials collection based on their service level in accordance with rate established by the City. Materials targeted for single-stream recycling will be the same for those in the SFD sector and for 96 gallon Blue recycling carts.

In order to prevent the contamination of recyclables, a lid with a 2' x 2' opening with a cowling to prevent the dumping of large amounts of mixed solid waste will be affixed to each recycling collection container on an as-needed basis.

VALLEY VISTA SERVICES
Reserving the Earth's Resources
800-642-6454
www.valleyvistaservices.com

Co-mingled Trash and Recycling Program For Businesses and Multi-Family Complexes

With the new Assembly Bill (AB) 341 requiring mandatory commercial recycling for businesses which produce four or more cubic yards of waste per week and substantially compliance with fire or other laws, Valley Vista Services (VVS) Co-mingled Trash and Recycling Program is the perfect solution.

- Fully permitted transfer station & material recovery facility
Can transport and source separate on site to maximize material recovery
- No additional bins required
Trash and Recyclables are co-mingled in one bin to save time and money
- Reduce the amount of waste entering the landfill
Recyclables are separated for use elsewhere when sorting is not required
- Reduce truck traffic
One truck less traffic
- Expanded list of acceptable recyclable materials
Alternative guidelines for separating out trash from recyclables
- Customer recycling education available at your site
Let our recycling experts provide an educational presentation for your site

Containers available in a variety of sizes: 1, 2, 3, 4 & 6 Cubic Yards and 3 Cubic Yard Recycling Bins

Green Waste Collection

Valley Vista make available through the Initial Mailer and provide wheeled carts of 64 and 96 gallon and bins of 2 to 4 cubic yards for collection of Green Waste as requested by the MFD. In the case of large generators or projects at MFD locations, roll-off box service will be made available in containers sizes of 20, 30 and 40 cubic yards. Valley Vista will work closely with representatives of the MFD to designate the collection location. Customers will pay a separate fee for green waste collection based on their service level in accordance with rate established by the City.



Annual Holiday Tree Recycling Collection

Valley Vista will provide annual collection of holiday trees commencing the first collection day after December 25 and ending the third Saturday in January at no additional charge to MFDs. Outreach materials will direct residents to place trees for collection on their regularly scheduled service day adjacent to the trash and recycling enclosure. Instruction on how to clean trees before setting out at the curb will be included in the Quarterly Newsletter sent out in mid-October.

On-Call Bulky Waste Collection

Residents can call in to the Cypress Customer Service office with requests for on-call collection of bulky waste items for collection on the scheduled service day. The Customer Service number will be stickered on all bins for scheduling the service with Valley Vista. Valley Vista will instruct MFD customers on the limitations of the bulky item program and the participating schedule. In order to place a limit on the number of bulky items set out for collection annually, Customer Service will code the request for collection using the number of items dictated by the customer. After twelve (12) items annually, a nominal charge will be billed to the MFD.

All bulky waste collected will be sorted at Grand Central for maximum diversion. Based on our experience of the nature of bulky items and e-waste set out for collection, no less than 75% of all bulky items will be diverted and reported to the City on a monthly basis.

Materials targeted for diversion include scrap metal, furniture wood, lumber, inert solids, appliances and other heavy recyclables otherwise destined for disposal. These materials will be collected separately with a flatbed vehicle employing two lifters and a driver. The bulky item route will be on-call every regularly scheduled collection day to conduct a sweep of the City in case items too large to fit in to refuse and recycling collection vehicles wind up at the curb.



V.3.1 Optional Services for MFD

Household Hazardous and Electronic Waste Events

Household Hazardous Waste and Electronic Waste Collection (HHW) events will be held by Valley Vista in year two (2) and year four (4).

These events will be coordinated with City staff to schedule date and time of each of the two required HHW events. Cypress residents will be allowed to drop off unlimited amounts of HHW at the two events in accordance with the list of acceptable items in Exhibit IV of this Proposal.

On-Call E-Waste Recycling Collection

For MFD customers, Valley Vista will provide on-call e-waste collection for integration with the Bulky Waste collection program. Both waste types will be set out at the nearest curb on the same day as refuse collection. When an MFD calls in for e-waste collection, the CSR will schedule the day of collection, explain acceptable and non-acceptable e-waste types, coincide collections with bulky item collections and the fee per pick-up that would cover all program costs.

On-Call Universal Waste Recycling Collection

For MFD customers, Valley Vista will provide on-call universal waste collection and integrate with the aforementioned e-waste and bulky waste collection program. These three waste types will be set out at the nearest curb on the same day as refuse collection. When an MFD calls in for universal waste collection, the CSR will schedule the day of collection, explain acceptable and non-acceptable u-waste types, coincide collections with e-waste and bulky item collections and the fee per pick-up that would cover all program costs.

V.4 Commercial Collection Service

Commercial customers are classified as generating waste from restaurants, hotels, motels, strip malls, retail outlets, wholesale stores and other locations defined in 1.21 of the Agreement. Valley Vista will utilize bins of 2, 3 or 4 cubic yard capacity for servicing

Commercial customers. With the Initial Mailing, Valley Vista will provide a rate schedule to Commercial customers detailing available bin sizes, service levels and all possible collection frequencies. Based on the current level of service provided by the incumbent franchisee, Valley Vista will allow



Commercial customers the opportunity to subscribe to the same or an adjusted service level. To accomplish this, the Initial Mailer for Commercial customers will include the Customer Service number call in and request changes to service frequency, bin size, placement, recycling or other important service related issues.

Welcome Package

Valley Vista will design for approval by the City, a welcome package containing the Initial Mailer, previously sent per the Agreement, and a how-to-brochure describing the program requirements detailed in 6.03.1 of the Agreement. These include mandatory and optional services, diversion programs, instructions for proper use of bins, the types of materials to be placed in each container, process for exchanging bins and request for additional bins, holiday Collection schedules and billing and customer service telephone numbers.

Core Services for Commercial Customers

For Commercial customers, Valley Vista will provide bins, roll-off boxes and compactors for collection of refuse ranging from 2 to 40 cubic yards in capacity. Refuse will be collected by CNG fueled vehicles with Crane Carrier cabs equipped with McNeilus ZR bodies to maximize route efficiency and weight density. Bins collected on the MFD routes will be designated Route B for the purpose of transportation straight to the Olinda Alpha Landfill for disposal. Commercial Route A is the dry waste recycling route comprised of targeted Commercial customer.

The routing strategy for Commercial customer routes is to separate the collection routes of MFDs on Route B. As defined in Section V.2 of this Proposal, Route B is comprised



of MFD and Commercial customers with putrescible waste indicative of residential, restaurant, organic other than green waste and material that is just too difficult to recycle because of cross-contamination.

Commercial customers on Route A will have their waste delivered to Grand Central for processing. The breakdown of waste materials in Route A and Route B and their respective tons diverted and disposed is included in the table to the right.

% of Refuse B-Route	% of Refuse A-Route	Annual Weight Commercial Waste	B-Route Tons/Yr	A-Route Tons/Yr
70%	30%	12,902	9,031.4	3,870.6

Based on a diversion rate estimated at 32% for processing “dry” mixed waste on Route A. This equates to a diversion of **1240 tons annually or 120 tons per month.**

Single-Stream Recyclable Materials Collection


In order to implement an effective bin recycling program for Commercial customers, Valley Vista will offer source-separated recyclable collection service to all Commercial customers with four (4) cubic yards or more of weekly refuse service and all other customers requesting service. Charges for recycling bins is included in Section X Price Proposal and costs 50% of regular refuse.

Customers will designate the collection location and pay a separate fee for recyclable materials collection based on their service level in accordance with rate established by the City. Materials targeted for single-stream recycling will be the same for those in the SFD sector and for 96 gallon Blue recycling carts.

We're just a Call Away! *Service Our Community Since 1957*


With one call, you could have Valley Vista Services taking care of all your waste disposal or recycling needs. We're equipped to handle the largest commercial and industrial projects as well as simple neighborhood pickups. We offer a wide variety of services and pricing structures. For your convenience, we are pleased to accept all major credit cards.

For more information please call Valley Vista Services at 800-442-6454 or visit www.valleyvistaservices.com. For additional general information about recycling and waste reduction, visit the California Department of Resources Recycling and Recovery (CalRecycle) at www.calrecycle.ca.gov.



VALLEY VISTA SERVICES
Recovering the Earth's Resources
 Waste Disposal and Recycling Division
 17445 E. Railroad Street
 City of Industry, CA 91748

800-442-6454
www.valleyvistaservices.com



800-442-6454
www.valleyvistaservices.com

Co-mingled Trash and Recycling Program For Businesses and Multi-Family Complexes



In order to prevent the contamination of recyclables, a lid with a 2' x 2' opening with a cowling to prevent the dumping of large amounts of mixed solid waste will be affixed to each recycling collection bin on an as-needed basis.

Green Waste Collection

Valley Vista make available through the Initial Mailer and provide wheeled carts of 64 and 96 gallon and bins of 2 to 4 cubic yards for collection of Green Waste as requested by the Commercial customer. In the case of large generators, roll-off box service will be made available in containers sizes of 20, 30 and 40 cubic yards. Valley Vista will work closely with Commercial customers to designate the collection location. Customers will pay a separate fee for green waste collection based on their service level in accordance with rate established by the City.

On-Call Bulky Waste Collection

Commercial customers can call in to the Cypress Customer Service office with requests for on-call collection of bulky waste items for collection on the scheduled service day. The Customer Service number will be stickered on all bins for scheduling the service with Valley Vista. Valley Vista will instruct MFD customers on the limitations of the bulky item program and the schedule of service.

All bulky waste will be collected on a flatbed single axle vehicle employing a driver and a helper. Materials will be delivered to and sorted at Grand Central for maximum diversion. Based on our experience of the nature of bulky items and e-waste set out for collection, no less than 75% of all items collected in this manner will be diverted and reported to the City on a monthly basis.

Materials targeted for diversion include scrap metal, composite wood, lumber, inert solids, rigid plastics, equipment and machinery, and heavy recyclables otherwise destined for disposal. These materials will be collected separately with a flatbed vehicle employing two lifters and a driver.

V.3.1 Optional Services for Commercial

As described herein, Valley Vista will utilize “dirty” MRF processing for Route A materials delivered to Grand Central. With the addition of screens, conveyors, sorting belts, vibrating conveyors and other equipment including the Titech Autosort by Van Dyk, Grand Central has transformed into a commercial sorting facility capable of diversion rates for mixed waste up to 35%.

Developing a route, namely Route A, for the collection of “dry” waste helps in the sorting and diversion process by minimizing putrescible waste and non-recyclable materials thereby reducing cross-contamination and maximizing the recovery of the following materials:

<i>Paper</i>	<i>Film Plastics</i>
<i>Cardboard</i>	<i>CRV Containers</i>
<i>Metals</i>	<i>Wood Scrap</i>
<i>Rigid Plastics</i>	<i>E-Waste</i>

Collection of Green Bins for Mixed Waste Processing of Route A

For implementing Mixed Waste Processing, will provide green bins that are labeled with a statement that all materials are recycled at Grand Central as indicated in the following sample label:



Recordkeeping

Valley Vista will produce, keep current and provide Commercial customer for participants in Route A and Route B for submission to the City.

A running log of the participants in both Route A and B will be kept on file at Customer Service location in Cypress. The log will include location and contact information for each participating Commercial and MFD customer, approximate volume and weight of recyclables recovered, submission date(s) of education and outreach, collection service and frequency data for each location, a list of qualifying and non-qualifying customers as indicated by AB 341 and copies of handouts focusing on correspondence with customer.

Mr. Briggeman will meet with City staff monthly on other issues to also discuss the diversion rate of processing, adjustments in the number of service recipients for A and B routes, overall diversion rates and benefits of the program.

On-Call E-Waste Recycling Collection

Valley Vista will provide on-call e-waste collection for integration with the Bulky Waste collection program for Commercial customers. Both waste types will be set out on the same day as refuse collection adjacent to the enclosure for refuse and recycling collection. When an Commercial customer calls in for e-waste collection, the CSR will schedule the day of collection, explain acceptable and non-acceptable e-waste types, coincide collections with bulky item collections and state the fee per pick-up.

On-Call Universal Waste Recycling Collection

Valley Vista will provide on-call universal waste collection and integrate with the aforementioned e-waste and bulky waste collection program. These three waste types will be set out on the same day as refuse collection adjacent to the refuse and recycling bin enclosure or location. When a Commercial customer calls in for universal waste collection, the CSR will schedule the day of collection, explain acceptable and non-



acceptable u-waste types, coincide collections with e-waste and bulky item collections and the fee per pick-up.

V.6 City Facilities

Valley Vista will conduct all City facility collection services at “no charge” including refuse, recycling and green waste. Collections will be scheduled at the discretion of the City. The cost of these services is included in the overall rate structure provided in Section X of this Proposal.

City Facility Refuse, Recyclables and Green Waste Collection

Valley Vista will provide wheeled carts and bins for the collection of refuse, recyclables and green waste. The City can dictate the appropriate service level using carts of 64 and 96 gallons and bins in sizes 2, 3, and 4 cubic

yards. Thirty days prior to the start of service, Mr. Briggeman will confer with City staff and stage the transition of Valley Vista bins with those of the incumbent franchisee. Valley Vista will service the City’s facilities identified in the Agreement at no additional charge

EXHIBIT 4: LIST OF CITY FACILITIES

City Facilities	Location Address
Cypress City Hall/Police Department	5275 Orange Avenue
Cypress Corporation Yard	5285 Cypress Street
Cypress Community Center	5700 Orange Avenue
Cypress Senior Center	9031 Grindlay Street
City Parks	Location Address
Arnold/Cypress Park	9611 Watson Street
Basidi/Sycamore Park	6616 Cerritos Avenue
Cedar Glen Park	18201 Moody Street
Damon Park	5400 Myra Avenue
Danell Essex Park	5131 Ball Road
Eucalyptus Park	5900 Orangewood Avenue
Evergreen Park	9300 Moody Street
Hettinga/Manzanita Park	6500 Orangewood Avenue
Laurel Park	5902 Cathy Avenue
Maple Grove Park North	6221 Orangewood Avenue
Maple Grove Park South	6220 Orange Avenue
Nature Park	4201 Ball Road (open Summer 2014)
Oak Knoll Park	9600 Graham Street
Peppertree Park	1156E Luzu Lane
Pinewood Park	9675 Juanita Street
Rosen/Acacia Park	5681 Newman Street
Vessels Park	5900 Cathy Lane
Veterans Park	4554 Avenida Granada
Willow Park	4501 Orange Avenue

On-Call Bulky Waste Collection

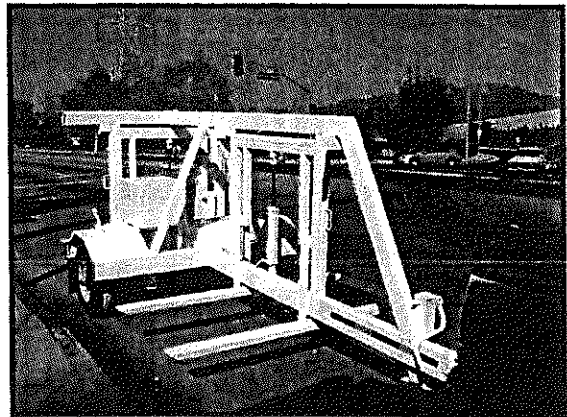
If the bulky items need to be removed from City facilities, City can call Customer Service who will dispatch the request to Operations Manager Manny Cardenas to ensure City is serviced on time by a Valley Vista driver within 24 hours at no charge.

E-waste/Universal Waste

If the bulky items need to be removed from City facilities, City can call Customer Service who will dispatch the request to Operations Manager Manny Cardenas to ensure City is serviced on time by a Valley Vista driver within 24 hours at no charge. Valley Vista will collect, at a minimum, the items listed in Section 3.1.1.5 of the RFP and recycle them. Valley Vista is registered as an E-Waste Recycler with Calrecycle.

Bus Stop and Sidewalk Container Service

Valley Vista will coordinate with City staff to service 55 gallon cans with plastic liners at all bus stops and sidewalk locations throughout the City in the table attached in Exhibit V at no charge. Valley Vista will collect this waste using a 3-bin Gaskin trailer in accordance with the service level, can size and frequency. The "litter waste" is highly recyclable and will be consolidated into Route A collection vehicles for processing at Grand Central in Industry. The Gaskin trailer will hold three, 3 cubic yard bins for emptying bus stop and sidewalk litter cans. Once full, these containers will be emptied by the driver into a Route A vehicle.



To properly service the litter cans for the Bus Stop and Sidewalk Container Service, Valley Vista driver will close the plastic bag containing litter, tie it up and deposit into a 3 cubic yard container on the Gaskin trailer. Then, he will replace the plastic liner with a new liner of heavy duty strength and 55 gallon volume.

City-Sponsored Events

Valley Vista will participate in all City events with a booth for distribution of materials, recycling games and prizes and educational handouts including recycling curricula, newsletters, promotions and other materials available and approved by the City.

Valley Vista will also provide recycling, disposal and reporting support for City sponsored events including but not limited to:

- Cypress 5K/10K Run
- Cypress Community Festival
- All 9 Concerts on the Green
- Easter Egg Hunt
- Holiday Sing
- Cypress Nature Park Clean-up Events

Valley Vista will provide wheeled carts, bins, and roll-off boxes to each event for the accumulation and collection of refuse, recyclables materials, and green waste. Assistance will be provided to each event coordinator and organizer to develop recycling plans and a reporting format for materials diverted and disposed. Valley Vista will implement an event reporting format for materials diverted and disposed for distribution to the City and event organizer(s).

In addition, Valley Vista will provide event boxes and liners and confer with the event coordinator on where to place each and method of display for recycling and disposal signage. Two additional events may be added by the City upon request.

Reporting Information to City

As required in the RFP, Valley Vista will provide a monthly, quarterly and annual report for all services conducted in the City of Cypress. Diversion, disposal and environmental reports will also be included to ensure compliance with AB 939 and AB 341.



driver's work log, time of completion and overall performance. If a driver is behind on his route, the Route Manager can inquire on potential problems and provide assistance to help the driver complete the assigned route on time. All routes are prepared with the safest travel path, and have start and finished times in order to create bench marks to monitor a driver's performance. Start and finish times are encoded in to the GPS system to determine on a daily basis if the route drivers are collecting their assigned customers within the scheduled timeframe. Manny Cardenas will review the reports on a weekly basis to see if there are any drivers that need re-routing or re-training or have other personnel issues that need to be addressed. All vehicles deployed in the city will be equipped with an AT & T radio and cellphone for direct contact with dispatch, customer service and Operations Manager Manny Cardenas.

Productivity assumptions are tabulated in the spreadsheets below with these assumptions:

1. A/B routing for collection of rich-recyclable waste and putrescible waste
2. Increased volume capacity for SFD collection by 10% (33 yd3 vs. 30 yd3)
3. Route A is less dense than Route B thereby requiring more lifts for a load

Cart Color Serviced	Waste Stream Serviced	Units Per Route Collected	Number of Routes/Day	Total Units Collected/Day	Collection Method	Vehicles Used
Black	SFD	797	3.00	2392	Wheeled	Autocar
Green	SFD	797	1.35	1076	Carts Using	CNG Cab
Blue	SFD	797	1.50	1196	Automated Sideloaders	With Heil 33 Yd3 Starr System

Waste Stream Serviced	Lifts Per Route Collected	Loads Per Day	Number of Routes/Day	Total Lifts Collected/Load	Collection Method	Vehicles Used
Route A	173	2	1	86.5	Bins Using	AutoCar
Route B	203	3	1	67.7	Frontloader	CNG Cab
Single Stream	66	1	1	65.5	Side-Channel	McNeilus Ultra
City Facilities	Inc	Inc	Inc		Vehicles	Packer 40 Yd3

Waste Stream	Units	Manufacturer	Model Number	Cost	Ownership	Year
SFD Collection	6	Heil Starr System	ACX-42	\$303,500	Finance	2015
MFD/Commercial Collection	3	Mcneilus Ultra	ACX-64	\$332,000	Finance	2015
Rolloff Collection	2	Peterbilt	365	Paid in Full	NA	2006

The single stream recycling program productivity for Commercial customers and MFDs is based on increasing the existing number of bins and their respective service levels through Valley Vista's education and outreach program.

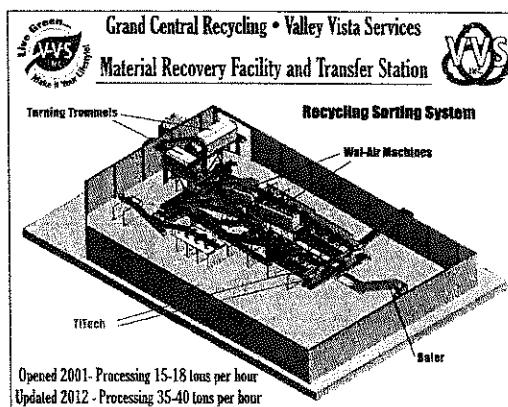
V.7 Solid Waste Disposal and Diversion Plan

Envisioning the need for management and control of solid waste and the ever increasing need for diversion, Valley Vista developed and permitted the Grand Central Recycling and Transfer Station, Inc. (Grand Central) a solid waste processing and transfer facility located on 10 acres in the City of Industry. The facility is identified by CalRecycle as a Large Volume Transfer and Processing Facility with SWIS #19-AA-1042. For additional information, the SWIS database description of the Facility can be found at <http://www.calrecycle.ca.gov/SWFacilities>.

With the closing of Puente Hills and the need for transferring solid waste longer distances, Grand Central has become a solution for client cities wishing to control their long-term disposal needs. With the recent upgrade of Grand Central integrating mixed waste processing and enhancing single-stream processing capacity, Valley Vista is partnering with client cities to implement and comply with Assembly Bill 341 and its diversion goal of 75% by 2020.

Grand Central Recycling and Transfer Facility

Grand Central is a fully permitted transfer facility with a maximum daily throughput of 5,000 tons per day and is located at 999 Hatcher Avenue, City of Industry, California, 91748. Grand Central is conveniently located adjacent to the administrative offices and operations of Valley Vista and shares the same parcel borders as indicated on the aerial map herein. Grand Central is owned by the following persons also owning interest in Valley Vista Services, Inc.:





Manuel Perez Dave M Perez Chris Perez David Perez Peter Perez

Grand Central is also the processing and transfer facility for Valley Vista. Grand Central has recently undergone an \$8.2 million upgrade. The upgrade included specific processing equipment for the multifamily and commercial waste stream in response to AB 341. Grand Central currently processes the following waste streams:

- ◆ 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

Items recovered from RSS include:

- | | |
|------------------------------|-------------------------------------|
| Food and Beverage Containers | Food boxes (including cereal boxes) |
| Newsprint | Mailing boxes |
| Pie pans | Show boxes |
| Books | Brown, clear and green glass |
| Hardbound | Juice boxes (clean) |
| Paperback | Mail |
| Text books | Envelopes with plastic windows |
| Corrugated boxes | Metal |
| Egg containers | Food containers |
| Frozen food packaging | Paper (all types and colors) |
| | atalogs |
| | Folders |



Magazines
Plastic
Plastic containers #1 through #7

Prescription bottles including lids and caps
Tin and aluminum cans

Items recovered from RMW include:

Food and Beverage Containers
Newsprint
Pie pans
Books
Hardbound
Paperback
Text books
Envelopes with plastic windows
Metal
Food containers
Paper (all types and colors)
Catalogs
Folders
Magazines
Plastic
Plastic containers #1 through #7
Prescription bottles including lids and caps
Tin and aluminum cans

Corrugated boxes
Egg containers
Frozen food packaging
Food boxes
Brown, clear and green glass
Juice boxes (clean)
Mail



Items recovered from CMW include:

Food and Beverage Containers	Metal
Newsprint	Food containers
Books	Paper (all types and colors)
Hardbound	Catalogs
Paperback	Folders
Text books	Magazines
Corrugated boxes	Plastic
Brown, clear and green glass	Plastic containers #1 through #7
Mail	Wood

Items recovered from GW include:

Yard waste
Grass clippings
Tree trimmings
Plants and landscape waste

Items recovered from Bulky Waste include:

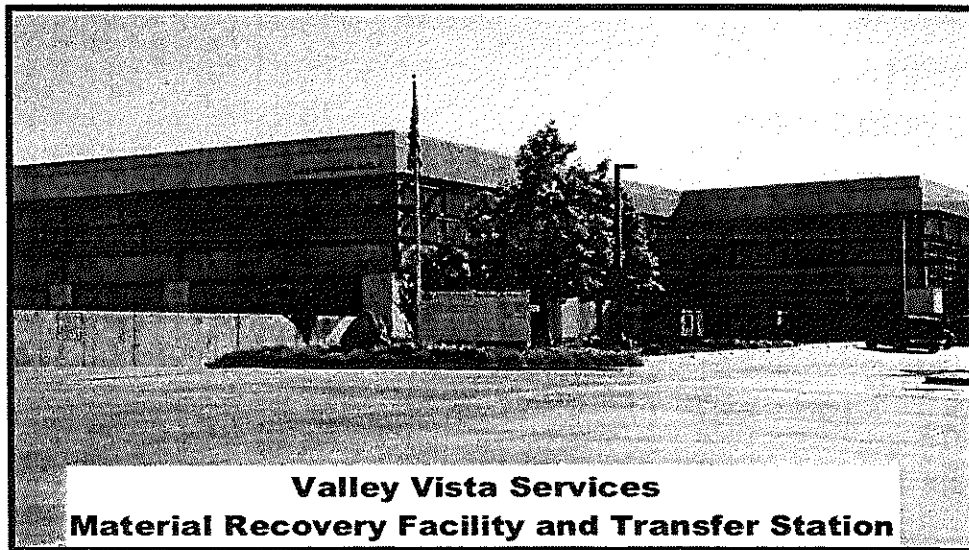
Wood
Scrap metal
Appliances
Inert solids
E-waste]
Cardboard
Reusable items

Items recovered from MCD include:

Drywall	Film and tubing plastic
Carpet	Cardboard
Concrete	Scrap metal
Asphalt	Brick, soil, stucco and other inerts.
Wood	Reusable building materials

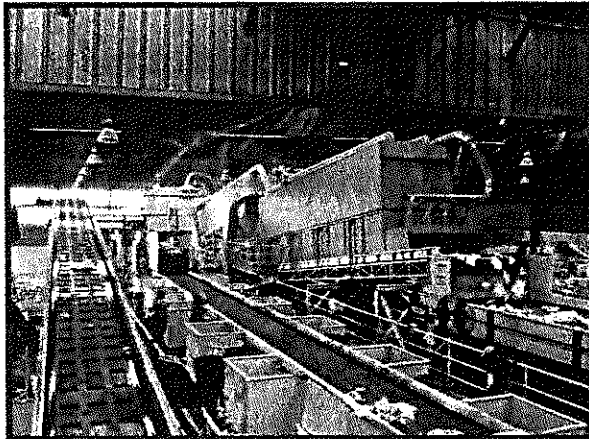
Grand Central Processing and Technology Upgrade

Valley Vista recently completed an \$8.2 million upgrade to the Grand Central facility to prepare for compliance with AB 341 and to ensure client cities have capacity for their multifamily and commercial constituents. Some of the additions include the Titech Autosort, an amazing piece of technology that sorts beverage containers by color, material type and shape.



Two large trammels were added to separate fines from recyclable material to uncover significant quantities of recyclable in the waste streams. Various screens, conveyor systems, bunkers, air classifiers, vibrating conveyors, and other equipment that allows Grand Central to achieve up to 40% diversion for pre-routed dry commercial waste.

Photos of Waste Processing Equipment for Grand Central Recycling Upgrade



As a result of the upgrade and expansion into mixed waste processing and more efficient single-stream processing for both commercial and residential, the Facility has increased its diversion throughput dramatically.

GCR processes curbside recyclables, commercial source separated recyclables, mixed commercial waste, and construction demolition debris. GCR diverts over 90,000 tons of material per year. The general manager of Grand Central, Mr. Peter Perez, has



extensive experience in the marketing of recyclable materials worldwide. Diverting 8,000 – 9,000 tons per month of material allows for long-term and short-term contract agreements with plants from China to Los Angeles. GCR works directly with a number of end users of recyclable materials, which allows us to achieve the highest return on our investment while maintaining tight control over shipping and trafficking.

Minimum Diversion Rate for Cypress

Utilizing the Grand Central Transfer and RSS, RMW, CMW GW, MCD, Bulky Items, and E-waste programs, Valley Vista will achieve a cumulative minimum diversion of 31% by weight across all waste streams under the service programs conducted. The breakdown of this diversion rate is shown in the table below:

Facility Diversion Rates and Specific Data by Waste Stream

Waste Stream Collected	Tons Collected	Facility Used	Facility Location	Facility Owner	Tons Diverted	Tons Disposed	Diversion Rate
RSS	3,480	Grand Central	17445 Railroad St, Industry, CA 91748	Valley Vista Services	2,680	800	77%
RMW	12,127	Brea Olinda Landfill	1942 North Valencia Avenue, Brea, CA 92823	Orange County	-	12,127	0%
CMW	12,759	Grand Central	17445 Railroad St, Industry, CA 91748	Valley Vista Services	1,225	11,534	32%
MCD	8,249	Grand Central	17445 Railroad St, Industry, CA 91748	Valley Vista Services	4,949	3,300	60%
GW	3,698	Grand Central	17445 Railroad St, Industry, CA 91748	Valley Vista Services	3,587	111	97%
BULKY ITEMS	98	Grand Central	17445 Railroad St, Industry, CA 91748	Valley Vista Services	74	25	75%
E-WASTE	78	Grand Central	17445 Railroad St, Industry, CA 91748	Valley Vista Services	78	-	100%
TOTALS	40,489	Brea Olinda Landfill	1942 North Valencia Avenue, Brea, CA 92823	Orange County	12,592	27,897	0%

Maintenance

The maintenance facility is a state of the art vehicle repair facility and services a fleet of 185 collection vehicles, scouts, bin delivery trucks, pickup trucks, end dumps and other

support vehicles. Each bay has overhead reels for fluids, air, and electricity. The maintenance facility features a 75,000 pound capacity drive-on lift so that mechanics can service components under vehicles with ease and comfort. The maintenance department is managed by Augie Landino. Mr. Landino oversees all aspects of vehicle repair, inspection, fuel level monitoring, and aesthetics for all outgoing and incoming collection vehicles on a daily basis.

Container Repair

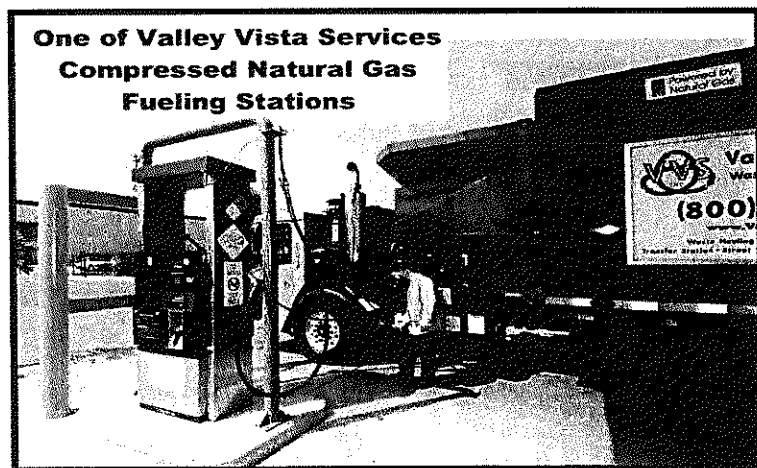
Refuse and recycling bins, roll-off containers and other metal containers are welded, repaired, painted and casters replaced at the bin repair building. This facility is crucial in compliance requirements and internal controls for all bins and roll-off containers in order to maintain new and existing inventory in good, working order and pleasing aesthetics.

Cart Storage

Automated carts are stored at the rear 47,000 square feet of the administration building for ease of transportation during cart replacement, roll-outs to contract cities, repair and franchise transitions. An adequate inventory of automated carts for all franchised and contracted jurisdictions is maintained by Valley Vista and tracked in the Customer Service department by Susan Silvestri and her staff.

CNG Fueling Station

Valley Vista constructed an on-site fueling station which dispenses diesel fuel, CNG and gasoline. It is a state of the art CNG fueling station that complies with AQMD requirements and is used for Valley Vista's CNG vehicles



currently operating in the cities of:

- ◆ Walnut
- ◆ Diamond Bar
- ◆ Basset-Valinda
- ◆ La Puente
- ◆ Industry
- ◆ El Monte
- ◆ Hacienda Heights

Location of Facilities Used for Processing Cypress Waste

All waste collected for processing will be brought to the following address which is the location of Grand Central and is the site for recycling, processing, and transfer:

VALLEY VISTA SERVICES, INC.
GRAND CENTRAL TRANSFER AND RECYCLING
999 Hatcher Street, City of Industry, CA 91748

Landfills Used for Disposal

Valley Vista currently delivers more than 400 tons per day of waste to Olinda Alpha Landfill transferred through Grand Central. Valley Vista will fully honor the City of Cypress Waste Disposal Agreement (WDA) with Orange County as indicated and allowed by RFP.

V.8 Construction and Demolition Material Disposal and Diversion Plan

Like many California cities, Cypress passed an ordinance to ensure construction and demolition debris projects meet minimum diversion requirements. "Covered Projects" as they are called in the Cypress Municipal Code under Section 12.27-12.41, are those

construction and demolition debris projects that have a minimum square footage and require a 50% diversion rate or more.

All applicants must fill out a questionnaire in accordance with the following excerpt from the Code:

The materials questionnaire shall include the following information, calculated with the conversion rate, and shall be attested by the applicant, under penalty of perjury, as true and correct for all stated facts and as a best estimate based on all information reasonably available about the project, where all the facts cannot be ascertained:

- (1) The estimated volume or weight of construction and demolition debris, listed for each material;
- (2) The estimated volume or weight of construction and demolition debris that can be diverted listed for each material;
- (3) The estimated volume or weight of construction and demolition debris that would be landfilled as solid waste;
- (4) The identification of the vendor or facility that will collect or receive the construction or demolition debris or that will deconstruct the structure, and;
- (5) The estimated due date on which demolition or construction is to commence.

Valley Vista will assist all applicants for "Covered Projects" as identified in the Code to move the project along and estimate the amount of divertable and disposable materials will be generated. Valley Vista uses standard forms for estimating the amount of materials that will originate from a "Covered Project".

Processing of Construction and Demolition Debris

All construction and demolition debris materials will be collected by CNG rolloff vehicles and transported directly to Grand Central to be processed to no less than 75% diversion, exceeding the City's Code requirement of 50%. As a result of the upgrade to Grand Central, all processing activities have increased significantly and construction and demolition debris is a major contributor to a City's overall diversion rate.

The cost per ton for processing this waste stream is \$67.00 per ton and the net value of the recyclables recovered is \$12.00 per ton. The address to Grand Central is:

VALLEY VISTA SERVICES, INC.
 GRAND CENTRAL TRANSFER AND RECYCLING
 17445 East Railroad Street, *City of Industry*, CA 91748

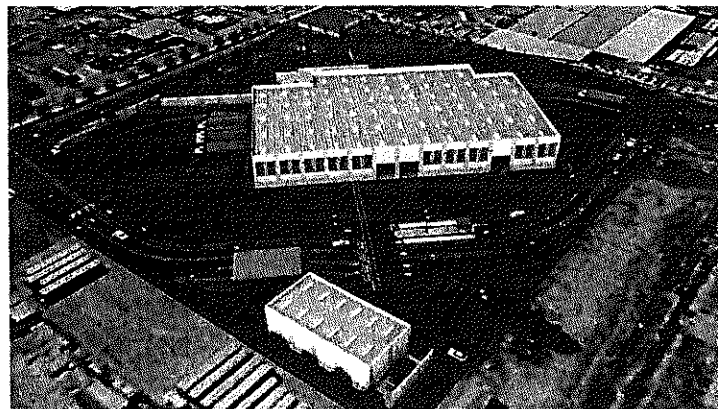
Table of Disposal, Processing and Recycling Costs and Rebates

Waste Stream	Disposal Cost Per Ton ¹	Processing Cost Per Ton	Recycling Rebate Per Ton	Net Cost Per Ton
RMW	\$33.01	NA		\$33.01
CMW		\$70.57	\$23.20	\$47.37
RSS			(\$40.00)	(\$40.00)
MCD		\$67.00	(\$12.00)	\$55.00
GW	\$25.00			\$25.00
Bulky Items		\$67.00	(\$15.00)	\$52.00
E-Waste (CEWs)	(\$15.00)	\$30.00		\$15.00

¹ Based on projected two% CPI increase per Cypress disposal agreement with Orange County

Additional Transfer and Recovery Capacity

In addition to the Grand Central facility, Valley Vista is currently designing and Material Recovery Facility in the City of Pomona. Currently, the facility is permitted for solid waste and uses a Transloading and Transfer system for the deposition of solid waste collected from the residential sector of Pomona.



Pomona Valley Transfer Station

V.9 Implementation and Transition Plan

Over the last ten (10) years, Valley Vista has rolled out over 120,000 new automated carts in response to being awarded new franchises. Highly successful transitions have become second nature to the Valley Vista rollout team. Our experienced transition automated cart crew is capable of removing and replacing 1,500-2,000 carts per day. Besides delivering the new cart on the curb at the point of service, the delivery crew attaches an educational packet to the new carts which provides the recipients details on the new collection and recycling program.

Valley Vista recognizes that a timely and orderly transition is of paramount concern to a City and its customers. The following transition approach has been developed by the Valley Vista proposal and management team and has proven to be successful in all of our transitions.

Valley Vista management, community representatives, and route managers will be highly visible in the community as stated throughout the Proposal. They will coordinate all implementation and transition activities and work closely with City staff.

This will include the days leading up to and the days of the carts distribution. Additionally, the distribution personnel will have radio contact with Valley Vista route personnel and have at the ready contact information should any questions or concerns arise. Our local Cypress office will be the focal point of communications throughout the transition process into implementation.

Team Approach

As mentioned, the Valley Vista team includes designated contacts, managers, route personnel, community relations' personnel, our recycling coordinator and the owners of Valley Vista. Great strides have been taken over the last years to make sure each and every transition of service providers has been seamless.

Valley Vista is committed to a rapid and efficient transition and outreach program, Valley Vista has identified the following critical milestones that, upon award notification, Valley Vista will work closely with City staff on identifying certain critical dates and developing a community specific timeline.

- *Furnish and Implement Software\Hardware in 8891 Watson, Cypress Office*
- *Acquire and Establish Billing System and Customer Service Interface*
- *Prepare 3619 Briggeman Drive, Los Alamitos Facility for Operations*
- *Prepare Local Outreach Calendar for the following 12 months*
- *Submit and Review Cart and Bin Delivery and Distribution Program*
- *Submit Vehicle Delivery Schedule and Coordinate with City and Hauler*
- *Submit Routing Maps Developed by Route Manager to City*
- *Submit Transition Outreach Material To City for Approval*
- *Prepare and Mail Subscription Orders to SFDs*
- *Develop and Place Cable TV Ads*
- *Schedule and Commence Community "How to Workshops"*
- *Print Outreach and Public Educations Materials*
- *Receive and Test Vehicles and Trailers for Solid Waste Collection*
- *Commence Cart and Bin Distribution and Education Materials*
- *Commence Collection Services for SFD, MFD and Commercial Customers*

Upon the City's approval, Valley Vista will immediately implement the start-up sequence of ordering bins (pre-ordered and waiting for delivery by ConFab), vehicles, carts (ready for manufacturing by Rehrig-Pacific) and other equipment necessary for prompt and timely implementation of the Agreement. Specifications of Rehrig-Pacific containers are attached in Exhibit IX.

Procedure customers to select container size(s) and service frequency

Subscription Order Postcards will be designed for review by the City to distribute to all customers identified in the RFP and Draft Agreement. The Postcard will be the primary



initial contact with the customer alerting them of the change in service providers for solid waste and recycling and will be sent to three (3) separate customer types:

- Single-family
- Multi-family
- Commercial

The Postcard will have the options for service required and the Customer Service telephone number to finalize the revision or adjustment in service containers, type of waste and frequency of collection.

The Postcard is a return postage card for the selection of 32, 64 and 96 gallon carts or two. 3 and 4 cubic yard bins in quantity and variety of service. These inquiries will be sent 60 days prior to cart distribution set to begin on June 1, 2014, to determine if there are any revisions to current service levels provided by the incumbent franchisee.

The Postcard will be 8.5" x 5.5" and printed in 4-color on coated cardstock of 60 lb weight and mailed to each and every service recipient in the City. Valley Vista will work closely with the incumbent franchisee to make sure the list of residents and businesses is complete prior to initiation of this task.

Ordering Vehicles, Carts and Containers

Valley Vista will immediately finalize the production agreements per the schedules proposed. With both the vehicles and containers in a pre-order status, Valley Vista has secured manufacturing time for each product, ensuring all service commencement dates are met.



Automated Containers

Rehrig Pacific Company of Los Angeles, CA. manufactures the containers being proposed for this RFP. The final order will be placed upon award of the franchise area contract, giving approximately 4 and 1/2 months for manufacturing and distribution.

Approx. Order Date	Delivery Date	Service Commence Date
2/20/2016	5/6/2016	7/1/2016

Valley Vista will guarantee the manufacturing, distribution and servicing of all containers on or before the requested start date of the franchise. With close to 200,000 cart deliveries, and five (5) municipal franchises, Valley Vista has never missed a cart deliver schedule.

Cart Assembly

Rehrig Pacific Company is a full service cart manufacturer will be providing the complete assembly and distribution of all carts. This service is managed and operated by Rehrig Pacific in house personnel.

Distribution

Assembly will take place at the Valley Vista cart Assembly and Distribution center located at 17445 Railroad Street. This 35,000 square foot warehouse has been utilized to distribute large numbers of automated carts during the transitions of the City of Walnut, El Monte, and the Franchise Areas of Basset/Valinda/South San Jose Hills and in 2010 Hacienda Heights.

Rehrig Pacific has experience in the assembly and distribution over one million carts to residential customers over the past 10-plus years. Experienced well-trained individuals guaranteeing a safe and timely roll out perform the assembly and distribution service. The planning and coordinating of delivering these carts will be further aided since



Rehrig will be manufacturing and distributing the carts in and from its local Los Angeles facility.

Valley Vista and Rehrig Pacific will be utilizing specially manufactured delivery vehicles to distribute between 1,500 to 2,000 carts Valley Vista intends on distributing all carts as follows:

Schedule of Delivery

Prior to the service commencement date, each resident will receive three (3) fully automated 96-gallon (default size) containers for green waste, recyclables and refuse collection services. The green-waste containers will be green in color and will be hot stamped in English and Spanish, identifying the barrel as "Green Waste" collection. The Recycling container will be blue in color and will also be identified as "Recycling Only" in all approved languages. The third and final barrel type will be black in color for the collection of residue permitted material only. The residue cart will be identified in each required language as well.

Delivery Guarantee Containers

To ensure a smooth and timely cart rollout, Rehrig Pacific Company and Valley Vista will guarantee delivery of all the default-automated carts in the timeframe designated by this RFP.



June 11, 2014

David Perez
Valley Vista Services, Inc.
17445 E Railroad Street
City of Industry, CA 91748

RE: City of Cypress Automated Cart Rollout

Dear David:

This letter confirms that Rehrig Pacific Company will supply all of the residential containers needed for Valley Vista Services to be used in the City of Cypress residential service rollout. Rehrig Pacific Company's residential containers meet or exceed all of the requirements pursuant to the contract documents issued by the City of Cypress. Rehrig Pacific Company has already slotted adequate production time in our local Los Angeles manufacturing facility to insure all containers will be produced within the designated time frame. If additional containers shall be needed as the distribution is occurring, we will react accordingly so that all service requirements are met by Valley Vista Services.

Rehrig Pacific Company is an American owned and operated company that has been in business since 1913. Rehrig Pacific Company is an injection molder that uses high-density polyethylene in the manufacture of our carts. Injection molding allows us to produce a high quality, extremely durable, precise and consistent part each time. The weight and wall thickness remain the same with every part as well. We purchase the same specification material from the country's largest and most reputable suppliers, Dow and Exxon, to ensure our product quality remains consistent with the highest standards in the industry. Additionally, Rehrig Pacific Company has maintained its weight and wall thickness in our latest cart designs to continually demonstrate the



importance of this area as it pertains to longevity of product in the field. The Rehrig Pacific cart is reinforced at all major lift points for added strength and durability. Our integrated cart design utilizes no external metal hardware and therefore requires very little assembly and maintenance in the field.

As our references illustrate, our cart has been put to the test in different municipalities throughout the United States with great success. Our local customer list includes familiar large municipalities: such as the City of Los Angeles, City of Long Beach, City of San Diego, as well as the majority of private haulers in Southern California. Throughout all of these locations and the rest of the country, Rehrig Pacific Company maintains a national failure rate of less than .5%. I encourage you to check with these references to better determine our quality and level of service compared to other vendors.

We truly value Valley Vista Services as a long-term partner and look forward to the potential of servicing your container needs for the Orange County areas. If you have any questions or need additional information, please do not hesitate to call me at (714) 504-7690.

Thank you in advance for your time and consideration.

Sincerely,

Brad Gust

Rehrig Pacific Company

Collecting Old Carts

Over the years Valley Vista has worked closely with local haulers and communities in the removal and replacement of old containers. Recently Valley Vista was awarded two large City franchises as well as the Hacienda Heights franchise, in which Valley Vista was required to remove other haulers barrels and replace them with our own containers.

Valley Vista will work diligently with both the City and Waste Management in the safe and expedient replacement of carts. All costs associated with the collection and removal of other hauler carts will be negotiated by Valley Vista and the other hauler and will in no way impede the replacement roll-out program. Valley Vista will guarantee the collection of each cart and will store said containers. Should carts go unclaimed Valley Vista will destroy and recycle each and every cart.

Distribution of Bins

For the Commercial and Multifamily Customers, Valley Vista will replace existing bins with Valley Vista brown bins. Valley Vista will utilize a fleet of three (3) 26' lift gate vehicles capable of holding nine (9) bins per load and two (2) Bin Delivery vehicles capable of holding three (3) and five (5) bins respectively. The bins will be replaced in accordance with the collection schedule coordinated by Valley Vista and Republic Services.

Annual Rate Notification

VVS will annually, within 60 days prior to the effective date of a rate change, prepare and distribute a notice to each customer setting forth the new rates, annual holiday schedule, recycling programs offered and a general summary of services required to be provided and optional services that may be furnished by VVS.

Expected Level of City Participation

Valley Vista has several years of experience in transitions similar to the one contemplated by this RFP. Valley Vista anticipates needing City participation in all areas



where City review and approval is required as outlined in RFP and Draft Franchise Agreement such as public education and outreach materials.

Additional Personnel Required

Valley Vista will hire one driver for each sideloader for a total of six (6) drivers and one driver and one swamper for each frontloader for a total of four (4) personnel. In addition, one recycling frontloader driver for commercial single-stream will be added. In order to handle the additional Customer Service requirements of adding the City of Cypress to the Valley Vista family, one Customer Service Manager and two customer service representatives, all residents of the City of Cypress, will be hired and placed at the new Valley Vista office located in Cypress.

Valley Vista takes pride in the on-time and schedule delivery of carts, bins, educational materials and other equipment needed to operate an efficient collection system in the City of Cypress.

Bins and Bin Specifications

Frontloader and rolloff bins acquired for the City and inventoried by Valley Vista are manufactured by Consolidated Fabricators of California located at the following address:

Consolidated Fabricators Corp.

14620 Arminta Street

Van Nuys, CA 91402

800.635.8335

Specifications and dimensions of ConFab bins and rolloff containers required in this Proposal are attached in Exhibit VI.



Each bin has labels that indicate what types of materials will be recycled at Grand Central to ensure the participating customers understand their waste is recycled. Valley Vista currently uses a sticker placed on recycling bins for municipal clients to ensure the message of recycling is consistent. If the City chooses to change the colors of the bins to be more consistent with City colors, Valley Vista will paint bins to the colors chosen. Also, and upon request of any customer, Valley Vista will provide bins with lids that close securely and which are capable of being locked at rates approved by the City.

Graffiti

Valley Vista takes pride in the appearance of our equipment and the communities we serve. Removing container graffiti is in the immediate interest of our employees, customers and municipal partners.

As part of our drivers training, Valley Vista has an aggressive graffiti abatement program using our state of the art graffiti removal vehicle. Valley Vista drivers will be responsible for reporting graffiti on their route and submitting reports to the Operations Manager, Manny Cardenas as identified in this Proposal. Additionally, the driver will take a photo of any cart or container graffiti and provide notification to dispatch as well. Dispatch will process a request for an on-site cart or bin swap to be completed within 24 hours. Route Supervisor will compile the graffiti report with other required reports for submittal to the City.

Existing Cart, Bin and Rolloff Container Inventory

Valley Vista is always ready with a large number of bins from 1-6 cubic yards for frontload collection and rolloffs 10 – 40 cubic yards for open top and compactor. A list of available carts, bins and rolloff containers with the appropriate sizes is inserted on the following page:



Table of Inventory of Available Carts, Bins and Rolloff Containers

Bins in Yd3	Type	Quantity
1.5	Metal	17
2 cy	Metal	76
2 cy	Plastic	55
3 cy	Metal	588
3 cy	Plastic	62
4 cy	Metal	45
6 cy	Metal	29
Carts in Gal	Color	Quantity
35	Green	140
35	Blue	67
35	Brown	46
70	Green	213
70	Blue	682
70	Brown	36
96	Green	890
96	Blue	271
96	Brown	1331
Rolloffs		
40 cy RO		13



City of Cypress
 Proposal for Solid Waste

Schedule of Transition and Implementation

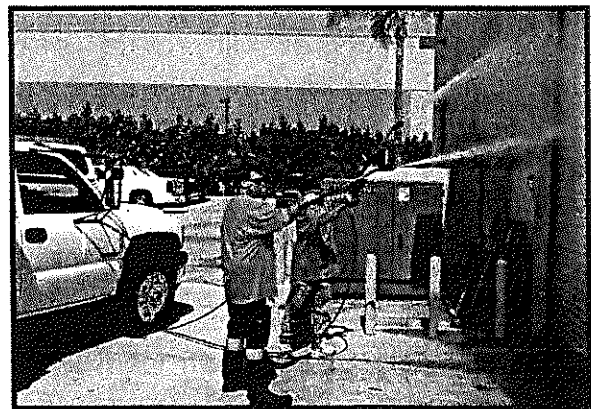
	Estimated Contract Start Date 1-Sep											
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
	2014	2014	2014	2014	2015	2015	2015	2015	2015	2015	2015	2015
City of Cypress Solid Waste Management Franchise Activity Required for Transition and Implementation												
Furnish and Implement Software/Hardware in 8891 Watson, Cypress Office												
Acquire and Establish Billing System and Customer Service Interface												
Prepare 3619 Briggeman Drive, Los Alamitos Facility for Operations												
Prepare Local Outreach Calendar for 9 Months from Start												
Submit and Review with City, Cart/Bin Delivery and Distribution Program												
Submit Vehicle Delivery Schedule and Coordinate with City and Hauler												
Develop and Place Cable TV Ads Prior to Commencement												
Initiate Hiring and Training of Drivers, Swampers, and Operations Personnel												
Submit Routing Maps Developed by Route Manager to City												
Submit Transition Outreach Material To City for Approval												
Prepare and Mail Subscription Orders to All Customers												
Schedule and Commence Community "How to Workshops"												
Print and Mail Approved Outreach and Public Educations Materials												
Receive and Test Vehicles and Trailers for Solid Waste Collection												
Commence Cart and Bin Distribution and Education Materials												

Section VI Enhancements

Valley Vista has compiled a list of enhancements we believe will benefit the resident and business community of Cypress. These enhancements were selected to provide economic relief to the City while presenting a local presence for direct communications with Valley Vista principals, managers and personnel.

Free Disposal Days – Two days each year, Cypress residents will have the opportunity to deliver any and all wastes identified in the Draft Agreement to Briggeman Driver for disposal and recycling. Valley Vista will stage no less than four (4), 40 cubic yard open top rollofs to collect unwanted materials at least two days annually. The two days will be coordinated with City staff and will be publicized on the Valley Vista website, in quarterly newsletters and annual notifications.

Graffiti Removal – Valley Vista has in its inventory a fleet vehicles equipped with power washing and graffiti removal equipment. Upon completion of the current contract to provide graffiti removal services, Valley Vista will provide this service at 50% of the current contract charge throughout the life of the Agreement and any



extensions thereafter. We estimate this enhancement to save the City in excess of \$500,000 over the life of the Agreement. The brochure is located in Exhibit XI.

Cypress Community Festival – Valley Vista will provide Portable Toilets, Handwash Stations and fencing for the Cypress Community Festival each year of the Agreement.



Valley Vista will coordinate these activities with the City's event coordinator and any other representatives to ensure these enhancements help the City and protect the health and safety of residents and Festival

participants. We estimate that this enhancement will save the City in excess of \$100,000 over the life of the Agreement.

Recyclables Revenue Sharing – Valley Vista will share 50% of the gross value of single-stream recyclables collected from SFDs valued at \$4000 per month for the life of the Agreement. Valley Vista will guarantee \$4,000 per month in the Agreement to avoid adjustments in revenue due to fluctuations market prices. This will allow the City to more accurately determine the budgeted amount of recycling revenue. We estimate this enhancement will enrich the General Fund by \$500,000 over the life of the Agreement.

Residential Sharps Program - Within one week after residential customers' request, Valley Vista Services will provide an approved container for sharps discard at the customers residential and multi-family premises, without surcharge to the City or customer, in accordance with applicable laws.

Valley Vista services will provide SHARP containers of adequate capacity and pre-approved by the City of Cypress to each residential customer requesting such. Upon initial request, Valley Vista Route Foreman or Driver will personally and promptly deliver an empty Sharps container kit, pre-paid postage and disposal and will compile each Sharps participant into a database for internal reporting and submission to the City of Cypress.



Contents of Sharps Disposal Kit

- ❑ A government-approved plastic container specially-designed for Sharps
- ❑ Postage-prepaid mail-back shipping box
- ❑ Pre-addressed shipping labels
- ❑ Prepaid disposal



All Sharps Containers are constructed from High-Density Polyethylene (HDPE) with screw cap for leak-proof protection. All containers have 3 1/8" mouth opening.

Valley Vista Services has been utilizing the services of Stericycle for the last seven (7) years as our container and autoclave vendor for Sharps disposal. Stericycle is the nation's largest supplier and processor of medical and sharps waste and has facilities throughout the State of California. The closest Stericycle facility is located in the City of Vernon at the following address:

STERICYCLE

4726 Loma Vista Ave
Vernon, CA 90058

Once the pre-approved container is full, the Customer completes a simple tracking form and ships the container back to Stericycle in the mail-back box. Upon receipt, Stericycle documents the delivery and properly treats and destroys the sharps container and its contents. It's convenient, safe, and confidential.

Upon shipment to Stericycle, resident will be required to contact Valley Vista for a new replacement container. Valley Vista will distribute the 1-gallon or 2-gallon containers to each Customer up to four times per year. If multiple residents in the same dwelling require additional capacity, Valley Vista may increase the container size and/or frequency upon mutual agreement with the Customer, Staff and Valley Vista management. This program will save the community of Cypress over \$200,000 over the life of the Agreement.

Municipal Leasing Corporation – Previously, when the current automated curbside recycling program was put in place, Briggeman Disposal recommended the City of Cypress use lower municipal financing rates to amortize automated carts. The program was effective and the savings to the residents was significant. As a result, it is our recommendation to propose public-private partnership with the City for the acquisition of automated carts and commercial bins. The City can then lease these carts and containers to Valley Vista and make no less than 1.5% secured by the franchise. Then,



Valley Vista could pass these savings on to the SFD, MFD and Commercial customers. The resulting amount for a 7 year financing commitment is estimated at \$171,000.

Establish Transloading Facility at City Yard – Valley Vista currently operates the only municipal transloading transfer facility in the City of Pomona. This transloading facility allows Valley Vista to save on GHG emissions by cutting the number of vehicle trips by collection vehicles to the landfill or processing facility, Olinda Alpha Landfill and Grand Central. Transloading of frontloader waste into large transfer trailers requires no waste touching ground. This method is clean and easier to permit than a full solid waste transfer facility. Reductions to the City's Carbon Footprint and GHG will be added to the City's Environmental Report Card. Valle Vista proposes to lease space in the City Yard for this activity in the area where City vehicles are currently dumping waste materials near the pit area. This enhancement will generate funds for the City of approximately \$250,000 over the life of the Agreement at a monthly lease rate of \$2,000.



Section VII Legal and Regulatory Disclosures

The response to this section is inserted in the manila envelope submitted with this Proposal marked "Confidential". It is Valley Vista's desire to protect the anonymity of our involvement with legal matters.



Section VIII Financial Information and Requirements

The Financial Information and required documents including Code of Conduct and Affidavit of Non-Colussion are inserted in the manila envelope submitted with this Proposal marked "Confidential".

Valley Vista Services, Inc. Litigation Over Past Five (5) Years

Name:	File no.:	Case summary:	Resolution:
<i>David Villa v. VVS</i>	<p>14107.00001</p> <p>Docket No. BC470383</p> <p>Los Angeles Superior Court – Downtown Los Angeles</p>	<p>David Villa was employed as a driver for VVS. During his employment, Villa was not assigned to a regular driving route but was filling in for a variety of driving needs. Villa suffered from a congenital heart defect that resulted in a heart attack and valve replacement surgery. He remained on medical leave for several months.</p> <p>Upon his return to work, he was severely restricted in his physical capabilities by his treating physician. He could not lift, push, or pull with any regularity – duties that are critical for driving waste disposal trucks.</p> <p>Our office filed a motion for summary judgment on the grounds that VVS had no job position available that could accommodate these limitations, and he was restricted by his physician from returning to his previous job duties. As such, VVS was within their right to terminate him.</p>	<p>This matter settled for a fraction of the demand pending our motion.</p>
<i>April Rodriguez v. VVS</i>	<p>14107.00002</p> <p>Docket No. BC473793</p> <p>Los Angeles Superior Court – Downtown Los Angeles</p>	<p>Rodriguez was employed as a customer service representative over the course of a few years. She took intermittent time off without any indication of an alleged disability or stress. She simply provided letters from her doctors stating that they were taking Rodriguez off work for a few days.</p> <p>After one of these leaves for</p>	<p>This matter proceeded to trial with a plaintiff-oriented judge who improperly admitted evidence that would warrant a new trial. The jury awarded \$21M in damages however the matter was settled for a</p>

		<p>unknown medical reasons, Rodriguez did not return. Two calls were placed to her home. Also, our Human Resources Manager talked to Rodriguez's husband (also an employee at VVS) and asked him to have his wife contact the company. Unfortunately, these efforts were not documented.</p> <p>After failing to return to work, Rodriguez was terminated as a "no call, no show". Rodriguez filed suit alleging VVS discriminated against her based on her "disability" which were panic attacks due to alleged harassment by a supervisor, which was allegedly communicated to HR. There was no documentation that Rodriguez made any complaints or advised the company of her alleged panic attacks.</p>	<p>fraction of this amount in exchange for our waiver of an appeal.</p>
<p><i>Xavier Vasquez v. VVS</i></p>	<p>14107.00003</p> <p>Docket No.: BC501605</p> <p>Los Angeles Superior Court – Downtown Los Angeles</p>	<p>Xavier Vasquez was hired as a Lead Customer Service Representative and worked for the company for 1 year. During the 1 year he worked in the customer service department, he was habitually late and incurred over 20 unexcused absences.</p> <p>During this time, he also had a child and took 1 week of approved time off. Vasquez took additional days off of work without approval and was written up for the unexcused absence. The tardiness and unexcused absences continued (without being formally counseled) and he was ultimately terminated.</p> <p>He filed suit alleging FMLA violations based on the "serious health condition" of his child.</p>	<p>This matter settled for a fraction of the demand.</p>

<p><i>Joe Flores v. VVS</i></p>	<p>14107.00005</p> <p>Docket No. BC506077</p> <p>Los Angeles Superior Court – Downtown Los Angeles</p>	<p>In this currently pending case, plaintiff Joe Flores was terminated after the expiration of a medical leave of absence when he was unable to return to work in any form. During his time off, VVS restructured the sales department and eliminated his position. After the expiration of the protected period of time, Flores was terminated.</p> <p>Flores alleges that he was terminated because of his sexual orientation and his disability (HIV status). He also alleges that he attempted to return to work some 8 months after his termination, but was not hired. He was not hired because there was no positions available at that time. VVS denies plaintiff's allegations and will assert that the decision to terminate Flores was made in response to the economic recession.</p>	<p>This case is currently pending. We anticipate filing a motion for summary judgment to fully dispose of the case.</p>
<p><i>Vincent Estrada v. VVS</i></p>	<p>14107.00009</p> <p>Docket No. BC515860</p> <p>Los Angeles Superior Court – Downtown Los Angeles</p>	<p>Estrada was an employee with VVS for approximately 10 years and was a polarizing figure. While he was dedicated to his position, his personality was difficult to manage. This culminated in an event during which Estrada confined co-workers to an office and made threatening comments and gestures. He was ultimately terminated for his conduct and in order to protect the health and safety of his other co-workers.</p> <p>Estrada denies these events and claims that he was terminated based on his sexual orientation. He has also been instrumental in the above-stated litigations, virtually egging on other lawsuits based on his ill</p>	<p>This case is currently pending. We anticipate filing a motion for summary judgment to fully dispose of the case.</p>

		feelings towards the company. We are actively engaged in discovery in this case and anticipate filing a motion for summary judgment on the grounds that terminating Estrada for the health and safety of other workers was within VVS's right.	
--	--	---	--

- All cases settled within policy limits and all pending cases reserved by attorneys within policy limits.

7.2 PROPOSER'S CODE OF CONDUCT

The City of Cypress is planning to request and receive proposals for Solid Waste Management and Recycling Services 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 Collector 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 Communications Prohibited

From **April 29, 2014**, and prior to the City of Cypress City Council selection of Collector or **August 25, 2014**, 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 Collector 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 **April 29, 2014**, to prior to City Council selection of Collector or **August 25, 2014**, 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 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 Collector Selection Process.

3. Collusive Activities Prohibited

From **April 29, 2014**, to prior to City Council selection of Collector or **August 25, 2014**, whichever comes later, collusive activities among Potential Proposers are expressly forbidden and will likely result in immediate disqualification from the Collector Selection Process. If two or more Potential Proposers are developing a joint proposal, the Potential Proposers must notify Sloan Vazquez, LLC (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.

4. Submission of Code of Conduct

The signed, notarized Code of Conduct must be submitted by **May 13, 2014** as described in Section 4.4.3, Submission of Written Questions and Proposer's Code of Conduct.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct and that this Code of Conduct was executed on this 12th day of MAY, 2014 at INDUSTRIA, CA

SIGNED BY: [Signature]

TITLE: V.P.

Subscribed and sworn to before me this 12th day of May, 2014 at 11:40 Am.

Notary Public Tanya Rosales
My Commission expires: Feb. 8, 2017



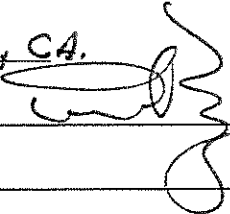
7.3 NON-COLLUSION AFFIDAVIT

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 Cypress 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 Cypress directly or indirectly, in the procuring of the award of agreement pursuant to this proposal.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct and that this Non-Collusion Affidavit was executed on this 12th day of JUNE, 2014

at INDUSTRY, CA.
SIGNED BY: 
TITLE: V.P.

Subscribed and sworn to before me this _____ day of _____, 2014
at _____.

Notary Public
My Commission expires:
See Attached California Jurat with Affiant Statement

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of California

Subscribed and sworn to (or affirmed) before me on this

12th day of June, 2014, by
Date Month Year

(1) David Perez
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (,)

(and

(2) _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me.)

Signature Diane M. Schlichting
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Further Description of Any Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER #1
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RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here



CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

915 Capitol Mall, Room 457
Sacramento, CA 95814
p (916) 654-5610
f (916) 657-4821
cpdfa@treasurer.ca.gov
www.treasurer.ca.gov/cpcfa

MEMBERS

BILL LOCKYER, CHAIRMAN
State Treasurer

JOHN CHIANG
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Reneé Webster-Hawkins

March 24, 2014

Mr. Jesse Quintana, Controller
Zerep Management Corporation
17445 Railroad Street
City of Industry, CA 91748

RE: Zerep Management Corporation and/or its Affiliates
Final Resolution No. 533
Application No. 872

Dear Mr. Quintana:

Congratulations! On March 18, 2014, the California Pollution Control Financing Authority adopted Final Resolution No. 533 and Volume Cap Allocation Resolution No. 11-169-03 approving your project for financing up to an amount not to exceed \$27,570,000.

For your records, please find a copy of the resolutions.

Sincerely,

A handwritten signature in black ink, appearing to read "Renee Webster-Hawkins", with a long horizontal line extending to the right.

Reneé Webster-Hawkins
Executive Director

RWH:mc

Enclosures

cc: Tony Cone, Westhoff, Cone & Holmstedt

1. Financing Plan.

Sources :	Internal funding cash reserves	\$1.0 Million
	CPCFA Available sources	<u>\$3.8 Million</u>
Total:		\$4.8 Million
Uses:	Trucks, containers, bins	\$4.8 Million

BID OR PROPOSAL BOND

KNOW ALL BY THESE PRESENTS:

Bond Bid Bond

That We, Valley Vista Services, Inc.

17445 E. Railroad Court, City of Industry, CA 91748

(hereinafter called the principal), as principal, and Great American Insurance Company, a Corporation organized and doing business under and by virtue of the laws of the State of OH, 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 CA as Surety, are held and firmly bound unto City of Cypress (hereinafter called the Obligee)

in the just and full sum of One Hundred Thousand Dollars and 00/100

Dollars (\$100,000) lawful money of the United States of America, for the payment of which, well and truly to be made, we hereby bind ourselves and our and each of our successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the above bounden principal as aforesaid, is about to hand in and submit to the obligee a bid or proposal for the Solid Waste and Recycling Franchise Services

in accordance with the plans and specifications filed in the office of the obligee and under the notice inviting proposals therefor.

NOW, THEREFORE, if the bid or proposal of said principal shall be accepted, and the contract for such work be awarded to the principal thereupon by the said obligee, and said principal shall enter into a contract and bond for the completion of said work as required by law, then this obligation to be null and void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have caused these presents to be duly signed and sealed this 9th day of June, 2014

Valley Vista Services, Inc.

By [Signature]

Great American Insurance Company

By [Signature] Margareta T. Thorsen Attorney-in-Fact



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On 6/9/14 before me, Sonia Vizcarrondo, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Margareta T. Thorsen

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: Sonia Vizcarrondo

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Corporate Officer — Title(s): _____

Individual

Individual

Partner — Limited General

Partner — Limited General

Attorney in Fact

Attorney in Fact

Trustee

Trustee

Guardian or Conservator

Guardian or Conservator

Other: _____

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Margareta T. Thorsen	115 North El Molino Avenue Pasadena, CA 91101	\$100,000,000.00

Principal: Valley Vista Services, Inc.

Obligee: City of Cypress

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of June, 2014.

Attest

GREAT AMERICAN INSURANCE COMPANY



Atty L C B

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 9th day of June, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of June, 2014.



Atty L C B

Assistant Secretary



June 9, 2014

City of Cypress
5275 Orange Avenue
Cypress, CA 90630

Re: Valley Vista Services, Inc.
Solid Waste and Recycling Franchise Services

To Whom It May Concern:

Valley Vista Services, Inc. is represented by Great American Insurance Company.

Should Valley Vista Services, Inc. be awarded the above referenced contract, Great American Insurance Company would be more than willing to provide the required \$1,000,000 performance bond on an annually renewable basis.

Great American Insurance Company is rated A – Excellent by A.M Best and has a treasury listing of over \$160 million.

Valley Vista Services, Inc. current underwriting review warrants approval and execution of the contract documents and we are ready to issue the required bond at the specific request of our client. This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference, as requested by our client.

Please do not hesitate to contact the undersigned should you have questions or require additional information.

A handwritten signature in black ink, appearing to read "Margareta T. Thorsen", is written over the typed name and title.

Margareta T. Thorsen
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6/9/14 before me, Sonia Vizcarrondo, Notary Public

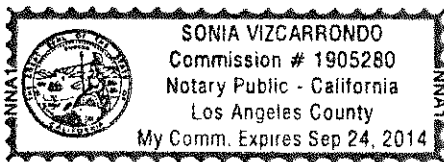
Date

Here Insert Name and Title of the Officer

personally appeared Margareta T. Thorsen

Name(s) of Signer(s)

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



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature: Sonia Vizcarrondo

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET * CINCINNATI, OHIO 45202 * 513-369-5000 * FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Margareta T. Thorsen	115 North El Molino Avenue Pasadena, CA 91101	\$100,000,000.00

Principal: Valley Vista Services, Inc.

Obligee: City of Cypress

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of June, 2014.

Attest

GREAT AMERICAN INSURANCE COMPANY



Steph C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9th day of June, 2014, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Shelle Clontz
Notary Public, State of Ohio
My Commission Expires 08-09-2015

Shelle Clontz

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 9th day of June, 2014.



Steph C. Beraha

Assistant Secretary



Section IX Exceptions To The Draft Agreement

Valley Vista has read the Request for Proposal and the Draft Agreement for the franchise collection of solid waste in the City of Cypress. Valley Vista hereby declares that we have no exceptions to the Draft Agreement.



Section X Price Proposal

Proposal price and cost forms are inserted on the following pages.

7.5 PROPOSAL FORMS Ver. 2 – Updated May 20, 2014

All rates must include all City fees.

FORM 7.5-1
Maximum Residential Services Rates

Residential Premises – CORE SERVICES		MAXIMUM RATE	
A.	SFD CART SERVICE – One 96-gallons capacity each: refuse, recycling, and green waste carts – weekly collection; billing provided by City billing Agent.	\$ 12.97____	Per Month
B.	Additional Refuse Cart(s) – Each.	\$10____	Per Month
C.	Additional Green Waste Cart(s) – Each after first 2.	\$____ 25.00	Per Month
D.	First Additional Green Waste Cart and All Additional Recycling Carts will be free of charge.	No Charge	
E.	Cart Delivery (addition, removal or exchange) beyond two (2) per type per customer.	\$25.00____	Per Trip
F.	Cart Replacement Due to Customer Damage.	\$50.00____	Per Event
G.	On-Call Bulky Waste / E-Waste beyond twelve (12) per year.	\$50.00____	Per item
H.	Annual Holiday Tree Collection	No Charge	
Residential Premises – OPTIONAL SERVICES			
I.	Cart Roll-Out Service – Incremental Charge (in addition to base charge in line A).	\$25.00____	Per Month

FORM 7.5-2
Maximum Monthly Commercial Bin Service Rates

Container Size	Pickups per week					
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
2 Cubic Yards	\$101.94	\$175.85	\$234.82	\$293.79	\$350.87	\$408.65
3 Cubic Yards	\$110.00	\$182.00	\$249.00	\$313.00	\$375.00	\$440.00
4 Cubic Yards	\$150.73	\$246.01	\$298.87	\$350.73	\$403.57	\$471.68
Locking Bin Fee	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
Scout Service	\$	\$	\$	\$	\$	\$
Extra Dump	\$40.00	\$	\$	\$	\$	\$
96 Gal Cart	\$52.75					

*Refuse Bin Service for Commercial, Multi-Family Dwelling or Single-Family Dwelling

Maximum monthly Commercial Source-Separated Single Stream Recycling Bin Service Rates will be 75% of the Corresponding Refuse Bin Service Rate.

FORM 7.5-3
Maximum Monthly Commercial Source-Separated Single Stream Recycling Bin Service Rates

Container Size	Pickups per week					
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
3 Cubic Yards*	\$82.50	\$136.50	\$186.75	\$234.00	\$281.25	\$330.00
Extra Dump*	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
96 Gal Cart*	\$39.56					

* Proposers shall propose amount that is 75% of the corresponding Refuse Bin Service Rate.

**FORM 7.5-4
Maximum Monthly Compactor Service Rates**

Container Size	Pickups per week					
	1xwk	2xwk	3xwk	4xwk	5xwk	6xwk
2 Cubic Yards	\$200.00	\$350.00	\$470.00	\$600.00	\$700.00	\$800.00
3 Cubic Yards	\$220.00	\$360.00	\$500.00	\$625.00	\$750.00	\$880.00
4 Cubic Yards	\$300.00	\$500.00	\$600.00	\$700.00	\$800.00	\$950.00
Locking Bin Fee	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
Scout Service	n/a	n/a	n/a	n/a	n/a	n/a
Extra Dump	\$	\$	\$	\$	\$	\$

*Compactor Service for Commercial or Multi-Family Premises

**FORM 7.5-5
Maximum Monthly Green Waste Bin Service Rates**

Container Size	Pickups per week					
	1	2	3	4	5	6
2 Cubic Yards	\$60.00	\$60.00	\$125.00	\$180.00	\$210.00	\$240.00
3 Cubic Yards	\$66.00	\$100.00	\$150.00	\$200.00	\$225.00	\$260.00
4 Cubic Yards	\$90.00	\$150.00	\$180.00	\$220.00	\$250.00	\$275.00
Locking Bin Fee	\$15.00	\$20.00	\$25.00	\$30.00	\$35.00	\$40.00
Scout Service	n/a	n/a	n/a	n/a	n/a	n/a
Extra Dump	\$n/a	n/a	n/a	n/a	n/a	n/a
96 Gal Cart	\$52.75					

*Green Waste Bin Service for Commercial and Multi-Family Premises

**FORM 7.5-6
Maximum Commercial Roll-Off & Compactor Service Rates**

ITEM	SERVICE	Fee
A.	Per Pull	\$265.00
B.	Per Ton – Disposal Fee	\$32.60
C.	Per Ton – C&D MRF	\$55.00
D.	Daily Rental (after 7 days with no dump)	\$10.00
E.	Dead Run	\$0.00
F.	Overload Charge	\$40.00 per ton

**FORM 7.5-7
Maximum Commercial Temporary Bin Service Rates**

ITEM	TEMPORARY BIN SERVICE	
A.	3-Yard Bin: Delivery and Removal * 1 st Dump	\$150.00_____
B.	3-Yard Bin: Each additional dump	\$45.00_____
C.	3-Yard Bin Dead run	\$0_____
D.	3-Yard Bin Rental after 7 days with no dump	\$_____5_____

**FORM 7.5-8
Maximum Rates – Other Services**

	OTHER SERVICES	MAXIMUM RATE	
A.	On-Call Bulky Waste (Commercial & MFD)	\$_____0_____	Per Item
B.	On-Call E-Waste & U-Waste Collection & Recycling – Optional (Commercial & MFD)	\$50.00_____	*
C.	Household Hazardous Waste Collection – Optional (MFD)	\$50.00_____	*
D.	Emergency Service	\$_____50.00_____	Per Hour
E.	Maximum Late Fee	\$_____6_____%	Per Month
F.	Bin Washing Service beyond once per year.	\$_____0_____	Per Bin

*Proposer may enter an amount here or provide a separate fee schedule consistent with proposed program.

Table 7.5-9: Liquidated Damages Proposal

a.	Failure or neglect to resolve each complaint within the time set forth in this Contract.	\$ 250.00 _____ per incident per Customer.
b.	Failure to clean up spillage or litter caused by Collector.	\$150.00 _____ per incident per location, and any other fine levied by state, local or federal agencies.
c.	Failure to repair damage to Customer property caused by Collector or its personnel.	\$ _____ 250.00 _____ per incident per location.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.	\$ _____ 150.00 _____ per incident per day.
e.	Failure to have a vehicle operator properly licensed.	\$ _____ 150.00 _____ per incident per day.
f.	Failure to maintain office hours as required by this Contract.	\$ _____ 150.00 _____ per incident per day.
g.	Failure to maintain or timely submit to City all documents and reports required under the provisions of this Contract.	\$ _____ 250.00 _____ per incident per day.
h.	Failure to properly cover materials in Collection Vehicles.	\$ _____ 150.00 _____ per incident, and any other fine levied by state, local or federal agencies.
i.	Failure to display Collector's name and Customer Service phone number on Collection Vehicles, except for reserve vehicles.	\$ _____ 150.00 _____ per incident per day.
j.	Failure to comply with the hours or days of operation as required by this Contract.	\$ _____ 150.00 _____ per incident per day.
k.	Failure or neglect to complete at least ninety percent (90%) of each route on the regularly scheduled Collection Service Work Day.	\$ _____ 150.00 _____ for each route not completed.
l.	Failure to notify Agreement Administrator of failure to complete daily routes.	\$ _____ 250.00 _____ per incident per day.
m.	Changing routes without proper notification to the Agreement Administrator.	\$ _____ 250.00 _____ per incident per day.
n.	Commingling Residential or Commercial Refuse with Recyclable Materials.	\$ _____ 250.00 _____ per incident.
o.	Commingling of materials collected inside and outside the City of Cypress without prior approval by the City.	\$ _____ 250.00 _____ per incident.
p.	Failure to repair or replace damaged carts or bins within the time required by this Contract.	\$ _____ 150.00 _____ per incident per day.
q.	Failure to deliver or exchange carts or bins within the time required by this Contract.	\$ _____ 150.00 _____ per incident per day.
r.	Failure to have Collector personnel in proper uniform.	\$ _____ 100.00 _____ per incident per day.
s.	Disposal of Recyclable Materials in the Disposal Facility without first obtaining the required permission of the City.	\$ _____ 150.00 _____ per occurrence
t.	Failure to provide required communications equipment.	\$ _____ 100.00 _____ per incident per day.

u.	Failure to deliver any collected materials to the Disposal Facility, Materials Recycling Facility, or Green Waste Processing Facility, as appropriate, except as otherwise expressly provided in this Contract.	\$ <u>250.00</u> per incident
v.	Delivery to the Disposal Facility of any Solid Waste collected outside of the city boundaries of Cypress commingled with Solid Waste collected as part of this Contract without prior approval by the City.	\$ <u>150.00</u> per incident
w.	For each report submitted to CalRecycle (beginning as indicated in Section 5.06) which City submits to the State, or which is later revised, that reflects an overall diversion rate lower than the diversion rate required per Section 5.06	\$ <u>250.00</u> per incident

**FORM 7.5-10
Proposed Fees Paid to the City**

Form 7.5-10 is an excel worksheet and must be submitted in both printed and as an electronic file.

**FORM 7.5-11
Proposed Fees Paid to the City**

	Category	Annual Amount
A.	Annual Roadway Maintenance Fee	\$ <u>60,000</u>
B.	Annual Water Pollution Prevention Fee	\$25,000_____
C.	Guaranteed Minimum Sales Tax Revenue	\$ <u>25,000</u>

FORM 7.5-10 COST PROPOSAL DETAIL										
Proposer:										
A	B	C			D	E	F	G	H	I
		RESIDENTIAL			COMMERCIAL					
		Refuse	Recycle	Green Waste	Total Residential (a)			Bin Service	Roll-Off	TOTAL (b)
1	Costs Data									
2	Labor & Vehicle Costs	632,855	189,857	232,047	1,054,759		672,648	282,669	2,010,076	
3	Container Costs	105,626	105,626	105,626	316,878		43,000	8,201	368,079	
4	Landfill Disposal Costs	456,958			456,958		294,423	ENTER HERE	751,381	
5	Transfer Costs	-						ENTER HERE		
6	Transformation Costs	-						ENTER HERE		
7	Processing Costs (g)	-					183,350	359,301	542,651	
8	Recycling Revenue (h)	-	17,404		17,404			ENTER HERE	17,404	
10	Other Costs (c)	ENTER HERE	ENTER HERE	ENTER HERE				ENTER HERE		
11	RFP Development Costs (d)								7,500	
12	City Fees (e)								588,476	
13	Overhead & Profit				119,100		330,000	209,373	658,473	
14	TOTAL COSTS (f)								4,943,990	
(a)	Total of columns C through E.									
(b)	Total of columns F through H.									
(c)	Enter any other costs and the costs of other programs included in the core services.									
	Do not include cost of optional services. Also, attach a itemized schedule listing categories for items included in Row 10.									
(d)	RFP development costs of \$75,000 amortized at a minimum of ten (10) years.									
(e)	Franchise Fees of \$560,000 & Billing Fees of \$28,426.30.									
(f)	Totals for Columns C through I									
(g)	Enter processing costs associated with each waste stream, if any.									
(h)	Enter revenue derived from the sale of materials recovered for each waste stream, if any.									

Operational Data										
14	Units Served per Week	11,960	5,980	5,380						
15	Stops per Week	11,960	5,980	5,380			2,134		49	
16	Route Hours Per Week	165	83	74			176		121	
17	Number of Routes	3	2	1			3		2	
18	Number of Containers Serviced	12,110	6,230	5,565			2,668		55	
19	Tons Landfilled (i)	12,952	-	111			14,834		-	
20	Tons Transferred (j)	-	-	-			-		-	
21	Tons Transformed (k)	-	-	-			-		-	
22	Tons Processed (l)	-	2,680	3,587			3,871		8,249	
23	Refuse Tons Collected (m)	12,127					9,031		8,249	
24	Recyclables Tons Collected (m)		3,480				3,871		-	
25	Green Waste Tons Collected (m)			3,698					-	
26	Tons Diverted (n)		2,680	3,587			1,225		4,949	
(i)	Total tons landfilled, including residue from processing.									
(j)	If tonnage is transferred prior to landfilling or processing, enter tons transferred otherwise enter zero.									
(k)	If tonnage is taken to a transformation facility, enter tons otherwise enter zero.									
(l)	Tons taken to a facility for processing, if any, otherwise enter zero.									
(m)	For each waste stream in rows 23, 24, and 25, enter the tons collected.									
(n)	For each waste stream, enter the tons diverted.									

Section XI Options

Option I – Mixed Waste Processing. Valley Vista offers the optional service to the City of Cypress to process a discrete portion of the Commercial customer waste stream. As indicated under Section V. Programs, Valley Vista will develop a Route A that is rich in recyclables for processing at Grand Central. This option is important in our effort to provide recycling opportunities to businesses so they can comply with AB 341. In addition to the single-stream recycling program for Commercial customers, the A/B routing program is complementary to providing an opportunity for all businesses, not matter the size, to recycle.

There is no additional cost to implementing this program. Valley Vista will use proceeds from the processing of recyclable – rich waste to offset transportation and processing costs. Valley Vista guarantees a 32% diversion of 30% of the combined MFD and Commercial customer waste stream for a total annual diversion of 1240 tons.

Option II – Food Waste Collection. In the case of passage of AB 1826, requiring businesses that generate organic waste to recycle, Valley Vista will develop a plan that meets the requirements of the law. This plan includes but is not limited to:

1. Conducting a route audit to validate organic waste generators
2. Compile list of organic waste generators through billing system
3. Enlist the services of food waste recycler Martin Foods in Chino, California
4. Develop agreement with Martin Foods and negotiate price
5. Secure 65 gallon organic carts by Rehrig and 2.0 yard organic waste bins
6. Develop letter of transmittal for organic waste generators describing new law
7. Offer organic waste recycling opportunities for generators to comply
8. Provide subscription orders and educational materials to qualifying firms
9. Distribute organic waste containers for generators wishing to participate

Valley Vista will utilize a 16 cubic yard Amrep body with a Peterbilt 320 cab to collect 64 cubic yard Rehrig Organic Waste Carts on a subscription basis. The cost for processing this material is \$52 per ton with rebates up to \$15 per ton for cleanliness.

Martin Food recycling is located in the City of Chino and processes food waste into farm feed. They have implemented a program with specialized equipment that extricates food packaging including glass, plastic, aseptic packaging and other materials from food waste for further processing.



The Rehrig Organic Waste Containers are ideal for collection with the 16 cubic yard Amrep sideloader. They adjust well to automated collection and can collect up to 25 locations per day using 64 gallon carts.

Valley Vista is in negotiations with Martin Foods and is using their services in the City of Industry for select food wastes. They are prompt, professional and have all the necessary permits in place to receive and process food waste. Specifications for Rehrig Organic Waste

Containers are contained in Exhibit X.



EXHIBITS

Exhibit I	Billing Samples
Exhibit II	Education and Promotion Materials
Exhibit III	Welcome Page Via Website
Exhibit IV	HHW Acceptable Items for Events
Exhibit V	Bus Stops and Sidewalk Locations
Exhibit VI	ConFab Bins and Rolloff Specifications
Exhibit VII	McNeilus Ultra Pack Specifications
Exhibit VIII	Heil STARR System Specifications
Exhibit IX	Rehrig – Pacific Cart Specifications
Exhibit X	Rehrig – Organic Waste Containers
Exhibit XI	Graffiti Removal Brochure



Valley Vista Services, Inc
 17445 East Railroad Street
 City Of Industry, CA 917481026
 (626) 961-6291

Call to schedule bulky item(s) at least 24 hours in advance and set them out with your carts after 5 pm.

Account Summary

Description	Amount
Previous Balance	102.33
	0.00
Total Payments Received	-102.33
Total Current Charges	102.33
TOTAL AMOUNT DUE	102.33
TOTAL AMOUNT PAST DUE	0.00

Account Number: 035888
 Invoice Date: 04/01/2014
 Invoice Number: 0001757743
 Due Date: 05/01/2014

Current Invoice Amount	Total Amount Due
102.33	102.33

Thank you for paying your invoice promptly. If you have signed up to use our automatic payment with a credit card or debit account; please confirm the payment was processed at myvvs.com.



PLEASE RETURN THE REMITTANCE STUB WITH YOUR PAYMENT & WRITE YOUR ACCOUNT # ON YOUR CHECK.

DATE	DESCRIPTION	QTY	RATE	TOTAL
03/07/14	Payment - #232862938			-102.33
0001 - Sample Invoice - 12345 Fellowship St, Valinda, CA 91744-1532				
04/01/14 - 06/30/14	Residential Service Billing	1.00		102.33
Total Current Charges/Credits				102.33

If full payment of the invoiced amount is not received within 30 days of the invoice date, you will be charged a monthly late fee of 10% of the unpaid amount, with a minimum monthly charge of \$3.00, or such lesser late fee allowed under applicable law, regulation or contract. For each returned check, a fee will be assessed on your next billing equal to the maximum amount permitted by applicable state law.

If payment is received without a remittance coupon, your payment will be applied to the oldest invoice. AUTO-PAY ACCOUNTS WILL BE DEDUCTED ON DATE OF INVOICE.

Want to pay this bill online? Go to www.myvvs.com to learn more about online payments and make a convenient, secure payment.

Current	1 - 30	31 - 60	61 - 90	Over 91



Valley Vista Services, Inc
 17445 East Railroad Street
 City Of Industry, CA 91748-1026
 (626) 961-6291

If payment is received without a remittance coupon, your payment will be applied to the oldest invoice. AUTO-PAY ACCOUNTS WILL BE DEDUCTED ON DATE OF INVOICE.

Payment Coupon

Please detach and enclose this portion with your payment - do not send cash

Your Account Number
035888

Invoice Date	Your Invoice Number
04/01/2014	0001757743

Due Date	Total Due	Amount Paid
05/01/2014	102.33	

Valley Vista introduces online payment processing. Pay your bill online at www.myvvs.com

00017577430358880000010233

Sample Invoice
 12345 Fellowship St
 La Puente, CA 91744-1532

Please make check
 Payable To: Valley Vista Services, Inc
 17445 Railroad Street
 City Of Industry, CA 91748-1088



Printed on Recycled Paper

Holiday Schedule

We observe the following holidays:
New Year's Day Fourth of July Thanksgiving Day
Memorial Day Labor Day Christmas Day

If the holiday falls on a weekday, regular service may be delayed by one day.

Direct Payment Enrollment

Enroll at myvvs.com, or by signing below, you can authorize and instruct your financial institution to deduct the amount of your monthly bill from your checking account or credit card and remit directly to Valley Vista Services. (To discontinue Direct Payment, you must call Valley Vista Services).

1: Check this box **2: Sign and date** **3: Return this slip with your check for this month's payment.**

Sign here to enroll in Direct Payment

Date

2: Check this box **2: Fill out credit card information** **3: Return this slip for this month's payment.**

Credit Card Number (Visa or Mastercard)

Exp. Date

Billing Address Changes or Corrections

If your billing address has changed, or if your address is incorrect as it appears on this bill, please provide corrections here.

1. Check this box **2: Enter your correct billing address** **3: Return this slip with your payment.**

Street Address _____

City, State, Zip _____



Service History Report by Customer

002897 - 0001 Robert De La Torre 15706 Victoria Ave, LA Puente, CA 91744-4052 - LAPUENTE

Date	Qty	Service Code	Route	Status	Workflow Code	Work Order #	Work Order Start Charges Time	Finish Time	Note
5/23/2014	1	R98TR	RESLAP0005	Work Completed	MISSPU	0000622084			
Site Total: 1									

003098 - 0001 L. Posman 1083 Gillwood Ave, LA Puente, CA 91744-2122 - LAPUENTE

Date	Qty	Service Code	Route	Status	Workflow Code	Work Order #	Work Order Start Charges Time	Finish Time	Note
5/5/2014	1	R98GW	RESLAP0005	Container Not Out	MISSPU	0000617710			not out...ch
Site Total: 1									

081937 - 0001 Syed Shahzer 123 Albert St, LA Puente, CA 91744-5407 - LAPUENTE

Date	Qty	Service Code	Route	Status	Workflow Code	Work Order #	Work Order Start Charges Time	Finish Time	Note
5/31/2014	1	R98TR	RESLAP0005	Container Not Out	MISSPU	0000623668			not out...ch
Site Total: 1									

Report Totals

Total Quantity 3

Total Work Order Charges