



RANCHO MURIETA COMMUNITY SERVICES DISTRICT

15160 JACKSON ROAD
RANCHO MURIETA, CALIFORNIA 95683
916-354-3700
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AGENDA

*“Your Independent Local Government Agency Providing
Water, Wastewater, Drainage, Security, and Solid Waste Services”*

REGULAR BOARD MEETING

November 16, 2022

4:00 p.m. Closed Session/Open Session 5:00 p.m.
Rancho Murieta, CA 95683

BOARD MEMBERS

Tim Maybee	President
Randy Jenco	Vice President
Linda Butler	Director
VACANT	Director
Martin Pohll	Director

STAFF

Michael Fritschi	Interim General Manager
Paula O’Keefe	Director of Administration
Richard Shanahan	District General Counsel
Amelia Wilder	District Secretary
Kelly Benitez	Security Supervisor
Travis Bohannon	Interim Director of Operations

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

November 16, 2022

REGULAR BOARD MEETING

Call to Order

4:00 p.m. Closed Session/Open Session 5:00 p.m.

All persons present at District meetings will place their cellular devices in silent and/or vibrate mode (no ringing of any kind). During meetings, these devices will be used only for emergency purposes and, if used, the party called/calling will exit the meeting room for conversation. Other electronic and internet enabled devices are to be used in the "silent" mode. Under no circumstances will recording devices or problems associated with them be permitted to interrupt or delay District meetings.

AGENDA

ESTIMATED RUNNING TIME 5:00

1. CALL TO ORDER - Determination of Quorum –President Maybee **(Roll Call)**

2. CONSIDER ADOPTION OF AGENDA **(Motion)**

The Board will discuss items on this agenda, and may take action on those items, including informational items and continued items. No action or discussion will be undertaken on any item not appearing on the agenda, except that (1) directors or staff may briefly respond to statements made or questions posed during public comments on non-agenda items, (2) directors or staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities, (3) a director may request staff to report back to the Board at a subsequent meeting concerning any matter or request staff to place a matter on a future Board meeting agenda, and (4) the Board may add an item to the agenda by a two-thirds vote determining that there is a need to take immediate action and that the need for action came to the District's attention after posting the agenda.

*The running times listed on this agenda are only estimates and may be discussed earlier or later than shown. At the discretion of the Board, an item may be moved on the agenda and or taken out of order. **TIMED ITEMS** as specifically noted, such as Hearings or Formal Presentations of community-wide interest, will not be taken up earlier than listed.*

3. CLOSED SESSION

- A. Closed session for public employee performance evaluation of Interim General Manager
- B. Closed session to consider process for public employee appointment of General Manager
- C. Conference with Legal Counsel – Existing Litigation (Gov. Code, § 54956.9(d)(1)) – Tompkins v. Rancho Murieta CSD

4. OPEN SESSION/REPORT ACTION FROM CLOSED SESSION

5. CONSENT CALENDAR **(Motion) (Roll Call Vote)** (5 min.) All items in this agenda item will be approved as one motion if they are not excluded from the motion adopting the consent calendar.

- A. Approval of Board Meeting and Committee Meeting Minutes
 - 1. October 19, 2022 Regular Board Meeting Minutes
 - 2. November 1, 2022 Personnel Committee Meeting Minutes

3. *November 1, 2022 Finance Committee Meeting Minutes*
4. *November 3, 2022 Communications and Technology Committee Meeting*
5. *November 3, 2022 Security Committee Meeting Minutes*
6. *November 8, 2022 Special Improvements Committee Meeting Minutes*

B. Approval of Bills Paid Listing October, 2022

C. Approval of District Appointments

- a. Michael Fritschi as District Treasurer
- b. Michael Fritschi as Regional Water Authority Board Member Representative
- c. Michael Fritschi as Sacramento Ground Water Authority Board Member Representative
- d. Michael Fritschi as Designated Labor Negotiator
- e. Michael Fritschi as Real Property Negotiator

6. RECEIVE DRAFT BUDGET TO ACTUAL REPORT (Receive and File)

7. CONSIDER APPROVAL OF CAL-WASTE FRANCHISE AGREEMENT (Discussion/Action)
(Motion) **(Roll Call Vote)**

8. STAFF REPORTS (Receive and File)

- A. General Manager's Report
- B. Administration/Financial Report
- C. Security Report
- D. Utilities Report

9. REVIEW DISTRICT MEETING DATES/TIMES FOR DECEMBER 2022

- A. Communications – December 1, 2022 at 8:30 a.m.
- B. Security – December 1, 2022 at 10:00 a.m.
- C. Personnel – December 6, 2022 at 7:30 a.m.
- D. Improvements – December 6, 2022 at 8:00 a.m.
- E. Finance – December 6, 2022 at 10:00 a.m.
- F. Regular Board Meeting – December 21, 2022 - Open Session at 5:00 p.m.

10. CORRESPONDENCE

11. COMMENTS FROM THE PUBLIC

Members of the public may comment on any item of interest within the subject matter jurisdiction of the District and any item specifically agendaized. Members of the public wishing to address a specific agendaized item are encouraged to offer their public comment during consideration of that item. With certain exceptions, the Board may not discuss or take action on items that are not on the agenda.

If you wish to address the Board at this time or at the time of an agendaized item, as a courtesy, please state your name and address. Speakers presenting individual opinions shall have 3 minutes to speak. Speakers presenting opinions of groups or organizations shall have 5 minutes per group.

12. CONSIDER SCHEDULING SPECIAL BOARD MEETING TO REVIEW CANDIDATES FOR VACANT BOARD POSITION (Discussion/Action) (Motion) **(Roll Call Vote)**

13. GM TRANSITION AD HOC COMMITTEE UPDATE (Discussion/Action)

14. APPROVE CONTRACT FOR GENERAL MANAGER RECRUITMENT (Discussion/Action) (Motion) **(Roll Call Vote)**

15. CONSIDER APPROVAL OF RESOLUTION R2022-24 UPDATING AUTHORIZED SIGNATORIES FOR EL DORADO SAVINGS BANK (Discussion/Action) (Motion) **(Roll Call Vote)**

16. CONSIDER INCLUSION OF OPERATOR IN TRAINING TO PLANT OPERATOR SERIES (Discussion/Action) (Motion) **(Roll Call Vote)**

17. CONSIDER APPROVAL OF ORDINANCE O2022-06 ADDING CHAPTER 9 TO DISTRICT CODE - ADMINISTRATIVE CITATIONS AND FINES (Discussion/Action) (Motion) **(Roll Call Vote)**

18. RECEIVE UPDATE ON RIO OSO LIFT STATION AND CONSIDER ACTION TO CONTINUE THE CONTRACTING EMERGENCY DECLARATION BY A 3/4ths VOTE (Discussion/Action) (Motion) **(Roll Call Vote)**

19. RECEIVE UPDATE ON REPAIRS TO LAKE 11 AND CONSIDER ACTION TO CONTINUE THE CONTRACTING EMERGENCY DECLARATION BY A 3/4ths VOTE (Discussion/Action) (Motion) **(Roll Call Vote)**

20. CONSIDER RESOLUTION R2022-25 ACCEPTING RETREATS EAST INFRASTRUCTURE (Discussion/Action) (Motion) **(Roll Call Vote)**

21. CONSIDER LIFT STATION 6B SEWER CREDIT (Discussion/Action) (Motion) **(Roll Call Vote)**

22. CONSIDER APPROVAL OF CONTRACT FOR INTEGRATED WATER MASTER PLAN (Discussion/Action) (Motion) **(Roll Call Vote)**

23. DISCUSS MEASURE R RESULTS (Discussion/Action)

24. DIRECTOR COMMENTS/SUGGESTIONS

In accordance with Government Code 54954.2(a), directors and staff may make brief announcements or brief reports of their own activities. They may ask questions for clarification, make a referral to staff or take action to have staff place a matter of business on a future agenda.

25. ADJOURNMENT (Motion)

In accordance with California Government Code Section 54957.5, any writing or document that is a public record, relates to an open session agenda item and is distributed less than 24 hours prior to a special meeting, will be made available for public inspection in the District offices during normal business hours. If, however, the document is not distributed until the regular meeting to which it relates, then the document or writing will be made available to the public at the location of the meeting.

In compliance with federal and state laws concerning disabilities, if you are an individual with a disability and you need a disability-related modification or accommodation to participate in this meeting or need assistance to participate in this meeting, please contact the District Office at 916-354-3700 or awilder@rmcsd.com. Requests must be made as soon as possible.

Note: This agenda is posted pursuant to the provisions of the Government Code commencing at Section 54950. The date of this posting is November 10, 2022. Posting locations are: 1) District Office; 2) Rancho Murieta Post Office; 3) Rancho Murieta Association; 4) Murieta Village Association.



RANCHO MURIETA COMMUNITY SERVICES DISTRICT REGULAR BOARD MEETING MINUTES

October 19, 2022

Closed Session 4:00 p.m./Open Session 5:00 p.m.

1. CALL TO ORDER/ROLL CALL

President Maybee called the Regular Board Meeting of the Board of Directors of Rancho Murieta Community Services District to order at 4:00 p.m. in the District meeting room, 15160 Jackson Road, Rancho Murieta. Director's present at the District office were Tim Maybee, Randy Jenco, John Merchant Linda Butler and Martin Pohll. Also present at the District office were Tom Hennig, General Manager; Paula O'Keefe, Director of Administration; Michael Fritschi, Director of Operations; Kelly Benitez, Security Supervisor; Andrew Ramos, District General Counsel; and Amelia Wilder, District Secretary.

2. CONSIDER ADOPTION OF AGENDA

Motion/Maybee to adopt the Agenda. Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.

3. CLOSED SESSION

- A. *Closed session for public employee discipline/dismissal/release.*
- B. *Closed session for public employee appointment of Interim General Manager.*
- C. *Conference with Legal Counsel - Anticipated Litigation (Gov. Code, § 54956.9(d)(2)) – Significant Exposure to Litigation: 1 case, claim by Rick Tompkins*

4. OPEN SESSION/REPORT ACTION FROM CLOSED SESSION

Director Maybee reported the following actions from the Closed Session.

- A. The Board had a 5 to 0 vote to terminate the General Manager, Tom Hennig, which will be effective November 18, 2022.
- B. The Board gave direction to appoint an Interim General Manager.

5. CONSIDER APPOINTMENT OF INTERIM GENERAL MANAGER

Motion/Maybee *Move that the District (a) appoint Michael Fritschi as interim General Manager effective November 18, 2022; (b) the transition of the General Manager responsibilities to Mr. Fritschi shall begin on October 20, 2022; (c) in light of his increased responsibilities during the transition period, effective October 20, 2022 and through the duration of his appointment as interim General Manager, Mr. Fritschi shall receive a salary of \$15,643 per month and a car allowance of \$500 per month; (d) Mr. Fritschi shall also be authorized to appoint an interim Director of Operations from existing staff; and (e) Mr. Fritschi shall be able to revert to the Director of Operations position upon conclusion of his service as interim General Manager. Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.*

6. CONSIDER ENGAGING VANESSA BURKE (ACCOUNTANT WITH THE PUN GROUP, LLP) AS OUTSIDE FINANCE STAFF UNDER BOARD OF DIRECTORS AND AD HOC COMMITTEE

Motion/Maybee: *that the District (a) engage Vanessa Burke (accountant with District service provider The Pun Group, LLP) as outside finance staff at approximately 2.5 days per week working under the Board of Directors and with the authority to direct other District finance and administrative staff and work with the independent audit firm; and (b) the ad hoc transition committee that might be appointed by the Board is authorized to negotiate and approve an appropriate task order for this work under the District's existing agreement with The Pun Group.*

Second/Merchant. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.

7. CONSIDER APPROVAL OF AN AD HOC TRANSITION COMMITTEE TO AID, WORK WITH, AND OVERSEE THE WORK OF THE INTERIM GENERAL MANAGER, PUN GROUP, AND OTHER STAFF REGARDING THE GENERAL MANAGER TRANSITION AND FINANCIAL-RELATED ISSUES

Motion/Maybee: *to approve an ad hoc transition committee of Directors Maybee and Pohll to aid, work with, and oversee the work of the interim General Manager, Ms. Burke, and other staff regarding the General Manager transition and financial-related issues, including the authority to provide business and policy direction and with regular reports back to the full Board.*

Second/Pohll. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.

8. CONSENT CALENDAR

Motion/Maybee *to approve Consent Calendar.* **Second/Pohll. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

9. STAFF REPORTS

Under Agenda Item 7A, Mr. Hennig gave a summary of activities during the previous month, highlighting the following topics:

- Covid 19 Response
- Legislative Update – Senate Bill 552
- Camera Program Update
- Finance and Accounting Services
- Integrated Water Master Plan RFP
- Rancho Murieta Airport Looped Water System Changes
- First Quarter Budget to Actuals
- Cal-Waste Update
- PRA Request Update
- Outreach/Advocacy
- General Staffing Update
- Conference/Education Opportunities

Under Agenda Item 7B, Paula O'Keefe, Director of Administration, gave the Board the Administration/Finance Report. She highlighted the following topics:

- FY 2020-21 Audit
- FY 2021-22 Audit
- Monthly Budget to Actuals

- Information Technology
- Tyler Technology
- Capital Improvement Projects
- Reserve Fund Balances
- Interfund Borrowing
- Utility Billing
- Aging Report
- Bills Paid List

Under Agenda Item 7C, Kelly Benitez, Security Supervisor, began his presentation with a letter that he received from a resident praising Gate Officer Karen Hessler. He continued with his update to the Board with a summary of August's activities in the Security Department, including:

- Operations Update
- Rancho Murieta Association Activity
- Rancho Murieta Commercial Owners Association Activity
- Incidents of Note
- RMA Violation Report
- Gate Entries Denied Reports
- Cases by Breakdown Report

Under Agenda Item 7D, Michael Fritschi, Director of Operations, gave a summary of the utility update, including:

- Water Treatment Facility
- Integrated Water Master Plan
- Chesbro Stage Storage Curve
- Raw Water Delivery & Storage
- California Hydrology Update
- Water Consumption
- Infrastructure
 - SB 170 Funded Projects
 - Lift Stations
 - Clementia Subdrain
- Development

Tom Hennig, General manager made a statement to the Board and Community.

10. REVIEW DISTRICT MEETING DATES/TIMES FOR NOVEMBER 2022

The Board decided to hold the Improvements Committee Meeting on November 8 to be able to review bids on the Integrated Water Master Plan RFP.

11. CORRESPONDENCE

Director Maybee acknowledged the correspondence in the Board Packet.

12. COMMENTS FROM THE PUBLIC

Brad Beer commented on the Airport Closed Loop issue.

Crystal Matter also commented on the Airport Closed Loop issue.

Several residents including Crystal Matter, Annie Wheeler, Nicole Williams, Raelyn Mobley other residents read a letter of complaint written to Director Maybee concerning the events after the Board Meeting August 17, 2022.

Rob Wells commented that he had been over charged by Paymentus.

13. CONSIDER RECEIVE UPDATE ON RIEC AD HOC COMMITTEE

Director Butler received permission from the Board to research the costs of placing educational signs at the Reservoirs.

14. CONSIDER ADOPTION OF ORDINANCE O2022-05 AMENDING CHAPTER 31 SOLID WASTE CODE RELATING TO ORGANIC WASTE DISPOSAL REDUCTION

Ms. O'Keefe discussed the need to adopt the Ordinance. **Motion/Maybee** to adopt Ordinance O2022-05 amending Chapter 31 Solid Waste Code relating to organic waste disposal reduction noting inspections would be conducted at the curb. **Second/Merchant. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

15. CONSIDER ADOPTION OF ORDINANCE O2022-04 UPDATING DISTRICT CODE CHAPTER 3 CONFLICT OF INTEREST CODE

Ms. O'Keefe discussed the necessary changes in the Chapter 3 Conflict of Interest Code. The titles for the following positions were updated:

The job specifications were updated in 2021, and the following position was updated in March:

- Security Chief changed to *Security Supervisor*

The following position was updated in October:

- Director of Field Operations changed to *Director of Operations*
- Controller changed to *Accounting Manager*

The Code needed to be updated to reflect these changes. **Motion/Maybee** to adopt Ordinance O2022-04 updating District Code Chapter 3 Conflict of Interest Code. **Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

16. INTRODUCE ORDINANCE O2022-06 ADDING CHAPTER 9 TO DISTRICT CODE - ADMINISTRATIVE CITATIONS AND FINES

Mr. Hennig introduced the topic, and the Board discussed the Ordinance. Director Pohll asked if a fine structure would be developed relative to the amount of damage. Andrew Ramos, District Counsel, stated that the fines proposed are allowed by the State. **Motion/Maybee** to Introduce Ordinance O2022-06 adding Chapter 9 to District Code, Administrative Citations and Fines. **Second/Pohll. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.**

17. ADOPT RESOLUTION R2022-23 FINDING THAT AN EMERGENCY EXISTS IN CONNECTION WITH THE RIO OSO PRESSURE STATION AND AUTHORIZE THE GENERAL MANAGER TO APPROVE CONTRACTS INCLUDING REPLACEMENT OF PUMP BY KIRBY PUMP AND PROCUREMENT AND REPLACEMENT OF VARIABLE FREQUENCY DRIVES (VFD'S) BY PRODIGY ELECTRIC IN THE AMOUNT OF \$104,588 (CIP# 23-06-01)

Mr. Fritschi discussed the emergency repairs that are needed at the Rio Oso Pressure Station. **Motion/Maybee** to Adopt Resolution R2022-23 finding that an emergency exists in connection with the Rio Oso Pressure Station and authorize the General Manager to approve contracts including replacement of pump by Kirby Pump and procurement and replacement of variable frequency drives (VFD's) By Prodigy Electric in the amount of \$104,588 (Cip# 23-06-01)

Second/Pohll. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler, Pohll. Noes: None. Absent: None. Abstain: None.

18. CONSIDER ACTION ON CLAIM FOR DAMAGES BY RICK TOMPKINS

Motion/Maybee to dismiss the claim per legal counsel direction. **Second/Butler. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler. Noes: Pohll. Absent: None. Abstain: None.**

19. CONSIDER OPTIONS FOR WATER TREATMENT PLANT BOND PHASE II PROJECT FUNDING

Mr. Hennig discussed options for purchasing Treasury Bonds with \$540,000 left over from the CFD 2014-1 Bond proceeds. There was public comment and discussion. Direction was given for Staff to set a meeting with John Sullivan to discuss the matter further. **Motion/Maybee** to have staff transfer the remaining balance of funds to Bank of America and to research the purchase treasury bonds in the amount of \$540,000 plus interest funding from the CFD 2014-1 Water Treatment Plant Phase II. **Second/Merchant.** Direction was given for Staff to set a meeting with John Sullivan to discuss the matter further. **Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler. Noes: Pohll. Absent: None. Abstain: None.**

20. RECEIVE UPDATE ON REPAIRS TO LAKE 11 AND CONSIDER ACTION TO CONTINUE THE CONTRACTING EMERGENCY DECLARATION BY A 4/5ths VOTE

Mr. Ramos informed the Board that since this item came to the Board as an emergency item there will be updates to the Board until the emergency is over. Mr. Fritschi discussed the continuing emergency at Lake 11. **Motion/Maybee** to continue the emergency contract at lake 11. **Second/Jenco. Roll Call Vote: Ayes: Maybee, Jenco, Merchant, Butler. Noes: Pohll. Absent: None. Abstain: None.**

21. DIRECTOR COMMENTS/SUGGESTIONS

Director Pohll encouraged everyone to vote.

Director Jenco stated that during public comment the personal attack on the Board President was uncalled for.

Director Maybee commented that Mr. Hennig had come to the District to "right the ship", and the Board didn't know the magnitude of what they were asking. He continued by thanking Gail Bullen for the accurate reporting.

Director Merchant announced that after 10 years on the CSD Board, he would be retiring, and this would be his last meeting.

22. ADJOURNMENT

Motion/Pohll to adjourn at 10:50 p.m. **Second/Merchant. Roll Call Vote: Ayes:, Maybee, Jenco, Pohll. Noes: None. Absent: Butler. Abstain: None.**

Respectfully submitted,

Amelia Wilder
District Secretary

MEMORANDUM

Date: November 7, 2022
To: Board of Directors
From: Personnel Committee Staff
Subject: November 1, 2022 Personnel Committee Meeting Minutes

1. CALL TO ORDER

Director Jenco called the meeting to order at 7:30 a.m. **via ZOOM** video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Directors Jenco and Maybee. Present from District staff were Michael Fritschi, Interim General Manager; Travis Bohannon, Interim Director of Operations; Paula O'Keefe, Director of Administration; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMEDIATE RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the November meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

Michael Fritschi, Interim General Manager, announced that items 5, 6 and 8 would be pulled from the agenda.

4. RECRUITMENT UPDATES

Paula O'Keefe, Director of Operations, discussed the two open Accounting Technician positions (Utility Billing and Accounts Payable). She stated that Staff is conducting interviews.

5. DISCUSS PROPOSED CHANGES TO UNIFORM REQUIREMENTS OF SECURITY PATROL STAFF

This item was pulled from the agenda.

6. DISCUSS UNFUNDED UTILITY WORKER POSITION

This item was pulled from the agenda.

7. DISCUSS UNFUNDED UTILITY WORKER POSITION

Ms. O'Keefe discussed the Utility Worker position that was authorized by the Board in the FY 2018-19 budget, but remains unfunded. Staff would like to hire this position. The Committee asked that this item be addressed in the mid-year budget review.

8. DISCUSS WINTER HOLIDAY WEEK SCHEDULE

This item was pulled from the agenda.

9. DISCUSS RECLASSIFICATION OF OPERATOR IN TRAINING TO INTERCHANGEABLE POSITION

Ms. O'Keefe explained to the Committee that the Operator in Training (OIT) position did not have the ability to move up to a Utility Worker I position, as it was in its own category, while the Utility Worker I, II and III could be promoted within their classification. She suggested that we add the OIT to the same classification, so that when the person filling the OIT position has successfully passed their training and certification requirements they can be advanced within our organization. The Committee recommended that Staff have a meet and

confer with OE3, then proceed to the Board with this item. ***This item will be on a future Board Meeting Agenda.***

10. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

Director Maybee thanked Staff for their dedication during the Water challenges. He stated that with the mid-year budget review the Board will give Staff more direction.

11. ADJOURNMENT

The meeting was adjourned at 8:00 a.m.

DRAFT

MEMORANDUM

Date: November 7, 2022
To: Board of Directors
From: Finance Committee Staff
Subject: November 1, 2022, Finance Committee Meeting Minutes

1. CALL TO ORDER

Director Pohll called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present was Director Pohll. Present from District staff were Michael Fritschi, Interim General Manager; Paula O'Keefe, Director of Administration; Kelly Benitez, Security Supervisor; Travis Bohannon, Interim Director of Operations; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMEDIATE RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the November meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

John Sullivan confirmed that comments would be accepted during the items on the agenda.

4. STAKEHOLDER PRESENTATION – TYLER TECHNOLOGIES

Paula O'Keefe, Director of Administration introduced Jolinda Goetz, Tyler Technologies, who gave the Committee a presentation about the current priorities for the implementation of the Tyler ERP. They are currently working with Staff to implement the Utility Billing module. She stated that we need to appoint a power user to get signed up for training.

5. DISCUSS TREASURY BOND IN THE AMOUNT OF \$540,000 PLUS INTEREST

Tom Hennig discussed a 2016 email that he found in his office from Eric Thompson, former District Controller, when he was cleaning which discussed placing the \$540,000 in a LAIF account to earn interest. Mr. Hennig will research LAIF to see if the money had been deposited. John Sullivan asked that the interest be calculated from the date of the email.

6. DISCUSS PROPOSED FRANCHISE AGREEMENT WITH CAL-WASTE

Ms. O'Keefe introduced the latest draft of the Cal-Waste Franchise agreement that had been reviewed by both Cal-Waste and the District's Legal Counsel. Director Pohll asked for clarification on how much the rates will raise 7/1/2023, and if one free bulky waste pickup will be added in 2023. He agreed to move this to the Board for approval. ***This item will be on the November 16, 2022 Board Meeting Agenda.***

7. UPDATE ON DEVELOPER DEPOSITS

Ms. O'Keefe stated that the District had contracted with an external consultant who helped with reconciliation of the accounts. Staff is currently working to get the accounting to the Developers to bring their accounts current.

8. DISCUSS UTILITY BILLING COLLECTIONS AND REFUNDS

Ms. O'Keefe discussed the \$48,000 in errors (some overcharges, some under charges) that were discovered when she reviewed the utility bills. There was a discussion about how much was owed and how far back the District would go to recover these misbilled accounts. Michael Fritschi, Interim General Manager, asked that a Policy be created addressing this issue so that we could remain consistent.

John Sullivan brought up a parcel that he has a billing discrepancy with. Staff will research this discrepancy.

This item will be added to the November 16, 2022 Meeting Agenda.

9. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

Director Pohl

10. ADJOURNMENT The meeting was adjourned at 11:08 a.m.

DRAFT

MEMORANDUM

Date: November 10, 2022, 2022
To: Board of Directors
From: Communication & Technology Committee Staff
Subject: November 3, 2022, Communication & Technology Committee Meeting Minutes

1. CALL TO ORDER

Director Butler called the meeting to order at 8:30 a.m via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present was Director Butler. Present from District staff were Michael Fritschi, Interim General Manager; Paula O'Keefe, Director of Administration; Travis Bohannon, Interim Director of Operations; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMEDIATE RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the November meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

Ricard Gehrs commented on the legality of Measure R. Director Tim Maybee responded.

4. MONTHLY WEBSITE AND SOCIAL MEDIA UPDATE AND FAQ'S

Amelia Wilder, District Secretary, gave an update of the statistics related to the number of visits per page to Facebook and RMCSO.com.

5. DISCUSS MONTHLY BILL FORMAT

Director Butler led the discussion about the sample bill format that was shared. She stated that the items that she wanted to see the flat rate and the monthly usage rate. John Sullivan hoped that the bill could include the Assessor's Parcel Number. Paula O'Keefe, Director of Administration will take this feedback to Tyler and return to the Communication & Technology Committee next month with an update.

6. DISCUSS COMMUNICATIONS WITH THE COMMUNITY

Director Butler discussed the avenues that the District has to communicate with the Community. Staff confirmed that they had no way of knowing how many people click on the link to the Pipeline that is included in the e-bill. She would like to add the Pipeline to Facebook.

7. DISCUSS IT – CYBER SECURITY AND HACKING ATTEMPTS

Ms. O'Keefe discussed recent phishing attempts that Staff have reported.

8. DIRECTOR AND STAFF COMMENTS

No Comment

9. Adjournment

The meeting was adjourned at 8:36 a.m.

MEMORANDUM

Date: November 7, 2022
To: Board of Directors
From: Security Committee Staff
Subject: November 3, 2022 Security Committee Meeting Minutes

1. CALL TO ORDER

Director Maybee called the meeting to order at 10:00 a.m. via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present was Director Maybee. Present from District staff were Michael Fritschi, Interim General Manager; Paula O'Keefe, Director of Administration; Travis Bohannon, Interim Director of Operations; Kelly Benitez, Security Supervisor; and Amelia Wilder, District Secretary.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMEDIATE RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the November meeting via teleconference.

3. COMMENTS FROM THE PUBLIC

John Sullivan confirmed that comments would be accepted during the items on the agenda.

4. MONTHLY UPDATES

Kelly Benitez, Security Supervisor gave the Operations Updates, touching on the following topics:

- Operations Update
- New Patrol Vehicle
- Goats and Sheep
- Repairs to the Safety Center
- RMA's zero tolerance policy for dogs off leash
- Robbery in the South
- Age of consent for allowing guests into community

There were discussions about the number of hours CSD Security spends patrolling behind the gates.

John Sullivan noted that the hours of operation for the Rancho North Association were different than RMA. If the temperature is forecasted to be very hot, the crews will show up early, and there are no restrictions the day after Thanksgiving, the day after Christmas or the day after New Years.

5. REVIEW SECURITY DEPARTMENT SECURITY CAMERA STRATEGY

Mr. Sullivan asked some questions that will be addressed in a later meeting with Tom Hennig.

6. UPDATE ON SAFETY CENTER REHAB

This was discussed in Item #4.

7. DIRECTOR & STAFF COMMENTS

Director Maybee asked for a follow up on the theft of election signs.

8. ADJOURNMENT

The meeting adjourned at 10:44 a.m.

DRAFT

MEMORANDUM

Date: November 16, 2022
To: Board of Directors
From: Improvements Committee Staff
Subject: November 8, 2022, Special Improvements Committee Meeting Minutes

1. CALL TO ORDER

Director Jenco called the meeting to order at 8:00 a.m. via ZOOM video conference pursuant to GOV. CODE, § 54953, SUBD. (E)(1)(C). Present were Director Jenco and Director Pohl. Present from District staff were Michael Fritschi, Interim General Manager; Paula O'Keefe, Director of Administration; Travis Bohannon, Interim Director of Operations; and Kelly Benitez, Security Supervisor.

2. CONSIDER FINDING THAT AS A RESULT OF THE COVID-19 EMERGENCY: (I) MEETING IN PERSON WOULD PRESENT IMMEDIATE RISKS TO THE HEALTH OR SAFETY OF ATTENDEES; AND (II) THE MEETING IS AUTHORIZED TO BE HELD BY TELECONFERENCE PURSUANT TO GOV. CODE, § 54953, SUBD. (E)(1)(C)

The Committee agreed to have the November meeting via teleconference.

3. PUBLIC COMMENT

None.

4. MONTHLY UPDATE

Travis Bohannon, Interim Director of Operations, gave a summary of the Utilities Department Update with a discussion on the following topics:

- SB 170 Projects
 - Water Treatment Facility Sodium Hypochlorite Conversion
 - Recycled Water Disinfection Project
 - Granlees Safety Improvements
- Water
 - Chesbro Bathymetric Survey
 - Laguna Joaquin
 - Rio Oso Update
- Sewer
 - Wastewater Facility
 - Lift Station Projects
- Drainage
 - Lost Lake (Basin 5)
- Pedestrian Bridge
- Site Development Update
- Interim Staffing Changes

5. RETREATS INFRASTRUCTURE ACCEPTANCE

Michael Fritschi, Interim General Manager, updated the Committee on the Retreats infrastructure, noting that the East infrastructure will be accepted first, and the North infrastructure will be accepted at a later date. There was a discussion about developer deposits. Ms. O'Keefe is working on this project.

6. RETREATS LIFT STATION 6B SEWER CREDIT

Mr. Fritschi informed the Committee that he will be meeting with KHOV to discuss Lift Station 6B Sewer Credits.

7. UPDATE ON RIO OSO PROJECT

This item was discussed during item #4. *This item will be on the November 16, 2022 Board Meeting Agenda.*

8. UPDATE ON LAKE 11 PROJECT

This item was discussed during item #4. *This item will be on the November 16, 2022 Board Meeting Agenda.*

9. INTEGRATED WATER MASTER PLAN RFP

Mr. Fritschi updated the Committee on the status of the RFP that had been released, which received one proposal. He contacted a few more companies asking for proposals. There was a discussion about alternative approaches.

10. DIRECTOR AND STAFF COMMENTS/SUGGESTIONS

Tom Hennig thanked staff for stepping up during the transition.

Director Jenco announced that he will not be at the Board Meeting November 16, 2022.

11. ADJOURNMENT

The meeting was adjourned at 8:47 a.m.

MEMORANDUM

Date: November 11, 2022
To: Board of Directors
From: Paula O'Keefe, Director of Administration
Subject: Approval of Check Register and Payroll Cash Requirements, October 2022

Enclosed are the Check Register Report for October 2022, Payroll Cash Requirements reports dated October 14, 2022 and October 28, 2022, and replacement check dated October 14, 2022.



Reviewed by: General Manager

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/14/22: \$80,726.37

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex *at or after 12:01 A.M.* on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/13/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxxx751	Direct Deposit	Net Pay Allocations	65,928.12	65,928.12
10/13/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxxx751	Garnishment	Employee Deductions	150.00	150.00
10/13/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxxx947	Taxpay®	Employee Withholdings		
				Medicare	1,279.49	
				Fed Income Tax	8,554.56	
				CA Income Tax	2,520.23	
				CA Disability	970.66	
				Total Withholdings	13,324.94	
				Employer Liabilities		
				Medicare	1,279.51	
				CA Unemploy	42.89	
				CA Emp Train	0.91	
				Total Liabilities	1,323.31	14,648.25
				EFT FOR 10/13/22		80,726.37
				TOTAL EFT		80,726.37

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
10/14/22	Refer to your records for account	Information	Payroll	Employee Deductions		
				6.75% PERSx	3,513.22	
				7% PERSx	2,067.40	
				AFLAC	430.71	
				AFLSTD	219.19	
				DCOMP	2,778.21	
				Deduction	23.76	
				HEALTH	3,132.70	
				LEGSHI	23.47	
				LIFE INS	8.52	
				PERSM Post Tax	282.72	
				PXUME EE PRE	100.00	
				SURB	26.97	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/14/22: \$80,726.37

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.) - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
10/14/22	Refer to your records for account	Information	Payroll	Employee Deductions (cont.)	
				Union dues	354.48
				Total Deductions	12,961.35
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES					12,961.35

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
10/19/22	Taxpay®	FED IT PMT Group	11,113.56
10/19/22	Taxpay®	CA IT PMT Group	3,490.89

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/28/22: \$87,670.32

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - Your financial institution will initiate transfer to Paychex **at or after 12:01 A.M.** on transaction date.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/27/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx751	Direct Deposit	Net Pay Allocations	70,926.30	70,926.30
10/27/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx751	Readychex®	Check Amounts	197.10	197.10
10/27/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx751	Garnishment	Employee Deductions	150.00	150.00
10/27/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx947	Taxpay®	Employee Withholdings		
				Medicare	1,381.67	
				Fed Income Tax	9,467.63	
				CA Income Tax	2,962.76	
				CA Disability	1,034.94	
				Total Withholdings	14,847.00	
				Employer Liabilities		
				Medicare	1,381.66	
				CA Unemploy	164.76	
				CA Emp Train	3.50	
				Total Liabilities	1,549.92	16,396.92
				EFT FOR 10/27/22		87,670.32
				TOTAL EFT		87,670.32

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
10/28/22	Refer to your records for account	Information	Payroll	Employee Deductions		
				6.75% PERSx	3,757.40	
				7% PERSx	2,120.50	
				AFLAC	430.71	
				AFLSTD	219.19	
				DCOMP	2,778.21	
				Deduction	23.76	
				HEALTH	3,132.70	
				LEGSHI	23.47	
				LIFE INS	8.52	

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/28/22: \$87,670.32

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (cont.) - *Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
10/28/22	Refer to your records for account	Information	Payroll	Employee Deductions (cont.)	
				PERSM Post Tax	282.72
				PXUME EE PRE	120.00
				SURB	27.90
				Union dues	384.02
				Total Deductions	13,309.10
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES					13,309.10

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - *This information serves as a record of payment.*

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
11/02/22	Taxpay®	FED IT PMT Group	12,230.96
11/02/22	Taxpay®	CA IT PMT Group	3,997.70

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 10/14/22: \$60.87

IMPORTANT COVID-19 INFORMATION: If you filed IRS Form 7200, please notify your Paychex representative to avoid owing a balance at the end of the quarter and ensure your Form 941 is accurate.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
10/13/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx751	Direct Deposit	Net Pay Allocations	58.47	58.47
10/13/22	EL DORADO SAVINGS BANK,	xxxxxxxxxxxx947	Taxpay®	Employee Withholdings		
				Medicare	0.87	
				CA Disability	0.66	
				Total Withholdings	1.53	
				Employer Liabilities		
				Medicare	0.87	
				Total Liabilities	0.87	2.40
				EFT FOR 10/13/22		60.87
				TOTAL EFT		60.87

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - *This information serves as a record of payment.*

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		
10/19/22	Taxpay®	FED IT PMT Group	11,115.30	REPLACEMENT
10/19/22	Taxpay®	CA IT PMT Group	3,491.55	REPLACEMENT

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

INVESTMENT REPORT

October 31, 2022

CSD FUNDS (10/31/22)

EL DORADO SAVINGS BANK

Savings	\$	2,759,740
Checking	\$	585,709
Payroll	\$	83,020
<i>BANNER BANK EFT PAYMENTS ACCOUNT</i>	\$	640,381

CSD OPERATING CAPITAL

TOTAL AVAILABLE CASH*	\$	4,068,851
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CSD INVESTMENT (6/30/22)

<i>LOCAL AGENCY INVESTMENT FUND (LAIF)</i>	\$	8,324,347
<i>CALIFORNIA ASSET MGMT PROGRAM (CAMP)</i>	\$	640,967

TOTAL	\$	13,034,165
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MELLO ROOS BOND

COMMUNITY FACILITIES DISTRICT NO. 2014-1 (CFD)

<i>BANK OF AMERICA</i>	\$	118,827
<i>WILMINGTON TRUST</i>		
Bond Special Tax Fund	\$	100,045
Bond Redemption Account	\$	-
Bond Acq & Construction	\$	17,668
Bond Reserve Fund	\$	391,581
Bond Surplus	\$	157,186
Bond Admin Expense	\$	22,405
Bond Principal	\$	-
Bond Interest	\$	-
	\$	807,712

**Investments comply with the CSD adopted investment policy.*

PREPARED BY: Paula O'Keefe

REVIEWED BY:  , District Treasurer

6. Draft Budget to Actual Report - Pending

MEMORANDUM

Date: November 15, 2022
To: Board of Directors
From: Tom Hennig, General Manager
Subject: Approval Additional Term of Collection Services with Cal Waste Recovery Systems

RECOMMENDED ACTION

Approve an additional ten (10) year term of the Collection Services Agreement between Rancho Murieta Community Services District and California Waste Recovery Systems for solid waste collection and disposal. This new agreement will be to confirm the final three years of the current agreement as well as adding an additional ten-years for a total of thirteen years.

DISCUSSION

California Waste Recovery Systems has been providing refuse services for Rancho Murieta since November 2005. CWRS has always provided excellent service to the residents of Rancho Murieta. With the additional contract term, Cal Waste will be providing one free bulky waste pickup beginning July 1, 2023. This new agreement addresses the mandated requirements related to SB 1383, organic waste disposal.

Cal Waste has been the waste hauler for the District since November 1, 2005, when they were awarded a ten-year contract with a ten-year contract that included a five-year extension option. The award of this contract was made after an extensive public process that included town hall meetings and workshops to educate the public and to review the various waste hauler options. Since that date Cal Waste has provided continuous high quality services for the District's residential customers.

The Finance Committee recommends approval.



November 15, 2022

Michael Fritschi
Interim General Manager
Rancho Murieta Community Services District
P.O. Box 1050
Rancho Murieta, CA 95683

Subject: SB 1383 Solid Waste Implementation Program

Dear Mr. Fritschi,

Outlined below are the Franchise Agreement Solid Waste Program changes proposed to implement State Mandated SB 1383 and achieve compliance by January 1, 2023.

- Food Waste must now be recycled by all California Households
- Rancho Murieta Residents will now have to put their food waste and food soiled paper in their Yard Waste cart- Now called the Organics Cart
- Organics Carts will be collected weekly, an additional 26 services per year
- New carts will be delivered in 2023 to meet SB1383 color requirements (3 new carts required)
- Large capital investment required of Cal-Waste for collection vehicles and carts
- Program commences January 1, 2023; however, Cal-Waste will phase in full rates over 3 adjustments
- 10-year extension to the existing term to recover necessary capital investment and incremental rate adjustments

We look forward to the opportunity to present the new program to the Board on November 16, 2022. Thank you for your continued partnership.

Sincerely,

A handwritten signature in black ink that reads "Jack Fiori".

Jack Fiori
Chief Administrative Officer
California Waste Recovery Systems



**AMENDED
COLLECTION SERVICES CONTRACT
FOR THE PROVISION OF
SOLID WASTE, RECYCLABLE MATERIALS
AND GREENORGANIC WASTE COLLECTION
SERVICES**

**Executed Between the
Rancho Murieta Community Services District
and**

California Waste Recovery Systems, LLC

**July
JANUARY 1, 20132023**



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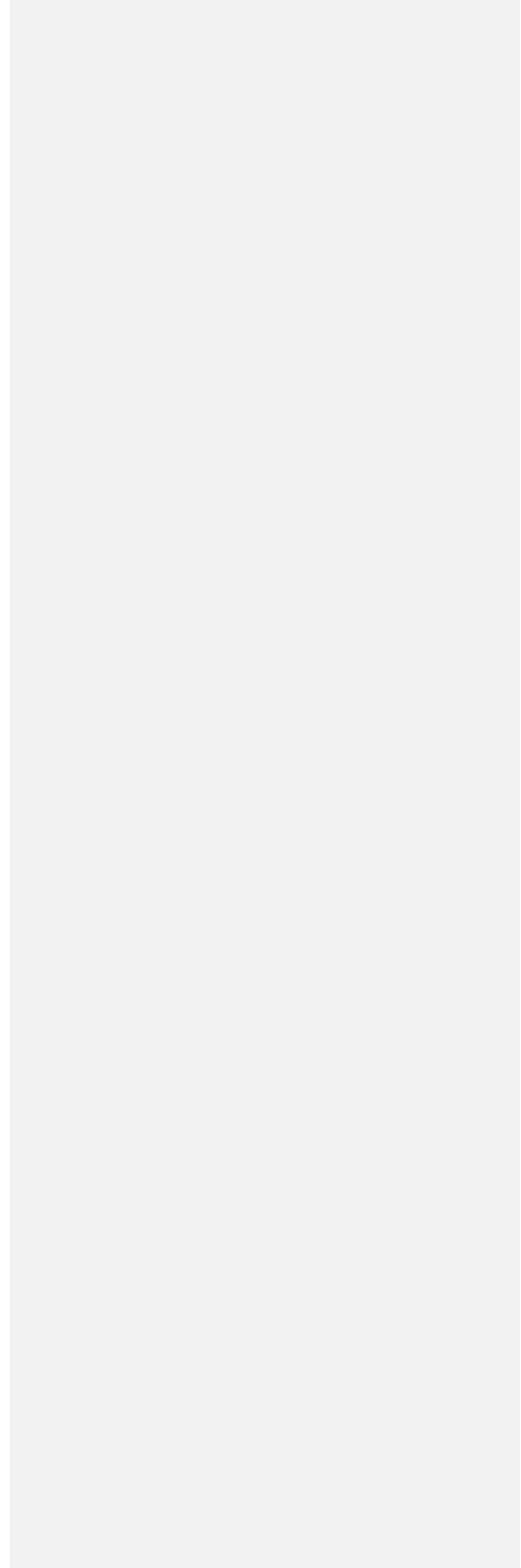


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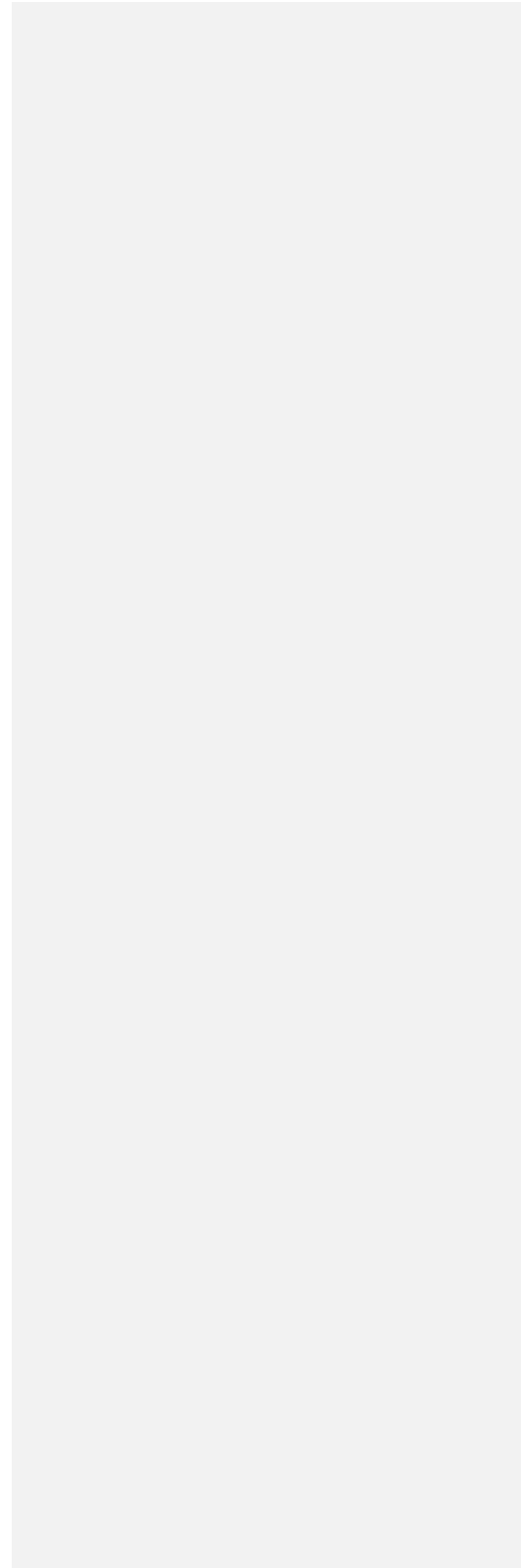


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| [SB 1383 Requirements](#)



This Contract made and entered into this first day of ~~July, 2013~~ January 2023, by and between the Rancho Murieta Community Services DISTRICT, a Special DISTRICT of the State of California, hereinafter referred to as "DISTRICT" and California Waste Recovery Systems, LLC, a California Limited Liability Company, hereinafter referred to as "CONTRACTOR".

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Recitals

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

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

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

WHEREAS, SB 1383 Regulations require DISTRICT to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, Jurisdiction has chosen to delegate some of its responsibilities to the CONTRACTOR, acting as the Jurisdiction's designee, through this Contract; and,

WHEREAS, consistent with provisions of the Act, including Section 40059, that aspects of solid waste handling are of local concern including frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste services, and whether the services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license, or otherwise which may be granted by the DISTRICT under terms and conditions prescribed by the DISTRICT; and,

WHEREAS, DISTRICT has determined that granting an exclusive franchise agreement to a solid waste enterprise is in the best interests of the residents and business establishments in the DISTRICT, and for the protection of community health, safety and well-being; and,



WHEREAS, DISTRICT has determined that CONTRACTOR has demonstrated through past performance and in negotiations conducted with DISTRICT that CONTRACTOR is qualified and competent to perform the solid waste services desired by DISTRICT.

WHEREAS; CONTRACTOR desires to continue engage in the business of Collecting Discarded Materials in the DISTRICT; and,

WHEREAS, the DISTRICT further declares its intent to approve and maintain the maximum approved rates for the Collection, transportation, Processing, Recycling, Composting, and/or Disposal of Discarded Materials; and,

WHEREAS, the Parties desire to continue a wholly exclusive agreement for the provision of Collection Services except for those limitations specified in this Contract; and,

WHEREAS, the Parties have attempted to address conditions affecting their performance of services under this Contract but recognize that reasonably unanticipated conditions may occur during the Term of this Contract that will require the Parties to meet and confer to reasonably respond to such changed conditions; and,

WHEREAS, the DISTRICT believes this Contract represents a high degree of service and value to the residents, businesses, and the DISTRICT, and will help the DISTRICT achieve the waste, Recycling and Organic Waste diversion mandates, goals and objectives of the State in support of AB939, AB 341, AB 1594, AB 1826 and SB 1383; and,

WHEREAS, this Contract has been developed by and is satisfactory to the DISTRICT and the CONTRACTOR,

Now, therefore, in consideration of the mutual covenants, Contracts and consideration contained herein, the DISTRICT and CONTRACTOR hereby agree as hereinafter set forth:

Article 1. Definitions

For the purpose of this Collection Services Contract, hereinafter referred to as "Contract", 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.

1.01 Applicable Law. All Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Contract. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and corresponding regulations.

1.02 Assembly Bill 341 (AB 341). The Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

1.03 Assembly Bill 876 (AB 876). The Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

1.04 Assembly Bill 901 (AB 901). The Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.05 Assembly Bill 939 (AB 939) (ACT). The California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), as amended, supplemented, superseded, and replaced from time to time.

1.06 Assembly Bill 1594 (AB 1594). The Assembly Bill as amended, supplemented, superseded, and replaced from time to time, mandates that as of January 1, 2020, the use of green material as Alternative Daily Cover (ADC) will no longer constitute diversion through Recycling and will instead be considered Disposal in terms of measuring a jurisdiction's annual 50 percent (50%) per capita Disposal rate.

1.07 Assembly Bill 1826 (AB 1826). The Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

~~4.04~~1.08 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are wastes 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.

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1.09 Bin. A metal or plastic Container with hinged lid(s) and wheels serviced by a front-end loading Collection vehicle with a Container capacity of one (1) to eight (8) cubic yards, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as "Dumpsters."

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

~~4.02~~1.11 Brown Goods. Electronic equipment such as stereos, televisions, computers, monitors, VCR's and other similar items.

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1.12 California Code of Regulations. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Contract are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR, Division 7, Chapter 12" refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations.



1.13 CalRecycle. "CalRecycle" means the California Department of Resources Recycling and Recovery or its successor.

1.14 Cart. A heavy plastic receptacle and a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Collection Services under this Contract.

~~4.03~~1.15 Cellular Phones. Any cellular phone, smart-phone, i-Pad, i-Pod or other MP3 player, PDA, and their batteries and charging cords. ~~Residents may recycle Cellular Phones by placing them in a clear, zipper locked bag and putting the bag into their Recycling Cart.~~

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~~1.04~~1.16 Change in Law. "Change in Law" means the following events or conditions that may have a material and adverse effect on the performance by the Parties of their respective obligations under this Contract:

The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or, The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the DISTRICT or of the CONTRACTOR, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.17 Collection. "Collection" (including related forms of the word such as "Collected") means the act of the CONTRACTOR taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials to the Approved Facility, pursuant to this Contract.

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~~Collection—The process whereby Residential Waste, Recyclable Materials and other materials are removed and transported to a Disposal Facility, Green Waste Processing Facility, Materials Recycling Facility or other facility as appropriate.~~

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~~4.05~~1.18 Collection Services. Residential Collection Service.

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~~4.06~~1.19 Construction and Demolition Debris. Used or discarded materials Compost. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the Effective Date of this Contract, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

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1.20 Compostable Plastics. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

1.21 Containers. "Container(s)" means a cart, can, bin, debris box, or stationary compactor intended for the purpose of depositing waste for disposal, except construction, remodeling, repair or and demolition operations on any pavement, house, commercial building or other structure debris and such other bulky items, or recyclable materials as for diversion. Containers may be removed during the normal cleanup process of such

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~~construction, remodeling, repair, or demolition operations. Provided by the DISTRICT or its authorized agent, or for manual collection as may be required to be provided by the property owner or occupant generating Solid Waste, Organic Waste or Recyclables.~~

~~1.22~~ 1.22 —Contamination. “Contamination” means the inclusion in a Container of Excluded Waste of any amount; or Organic Materials and/or Recyclable Materials placed in a Solid Waste Container; or materials other than Organic Materials in an Organic Materials Container, or materials other than Recyclable Materials in a Recyclable Materials Container, which render the contents of the Container materially unsuitable for the intended type of Diversion.

~~1.07~~1.23 Contract. The written document and all amendments thereto, between the DISTRICT and the CONTRACTOR, governing the provision of Collection Services as provided herein.

~~1.08~~1.24 Contract Administrator. That person, or their designee, designated by the DISTRICT to administer and monitor the provisions of this Contract.

~~1.09~~1.25 Contract Year. Each twelve (12) month period from July 1st to June 30th.

~~1.40~~1.26 CONTRACTOR. That person or entity that has obtained from the DISTRICT a Contract to provide Collection Services as set forth herein.

~~1.41~~1.27 County. Sacramento County, California.

~~1.28~~ Disposal Facility. ~~The Kiefer Landfill designated by DISTRICT or such place or places specifically designated by the DISTRICT for the disposal, or processing as appropriate, of Residential Discarded Materials. “Discarded Materials” are a form of Solid Waste and shall be regulated as such. For purposes of this Contract, material is deemed to have been discarded, without regard to whether it is destined for Recycling or Disposal, and whether or not it has been separated from other Solid Wastes, in all cases where a fee or other compensation, in any form or amount, is directly or indirectly solicited from, or levied, charged, or otherwise imposed on, or paid by, the Generator or Customer in exchange for handling services. As used herein, handling services include, without limitation, the Collection, removal, Transportation, delivery, and Processing and/or Disposal of the material. For the purposes of this Contract, Discarded Materials include Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, Food Waste, and Gray Container Waste once the materials have been placed in Containers for Collection.~~

~~1.29~~ Disposal. “Disposal” or “Disposed” mean the final disposition of any Solid Waste Collected by the Contractor or Residue from CONTRACTOR’S Processing activities at a permitted Landfill or other permitted Solid Waste Facility.

~~1.42~~1.30 Disposal Facility. Any permitted facility used for the disposal, or processing as appropriate, of Gray Container Waste, and other materials as appropriate and acceptable.

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~~4.43~~1.31 DISTRICT. The Rancho Murieta Community Services DISTRICT, California.

1.32 Divert, Diversion. “Divert” or “Diversion” (or any variation thereof) means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

~~4.44~~1.33 Dwelling Unit. An individual living unit in a single family dwelling, condominium, townhouse, mobile home, duplex, triplex, fourplex, or building of four or less total individual living units intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

~~4.45~~1.34 Electronic Waste (E-waste). Electronic products (i.e. Cellular Phones, computers, televisions, VCRs, stereos, copiers, fax machines) at the end of their useful life.

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

~~4.46~~1.36 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, Household Hazardous Waste, Stable Matter, Green Waste or lumber that is more than five (5) 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.

~~1.37 Garbage.~~ All putrescible waste which generally includes Food-Soiled Paper. “Food-Soiled Paper” means compostable paper material that has come in contact with food or liquid, such as, but is not limited to, kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials attributed to normal activities of a Residential Service Unit. Garbage must be generated by and at the Residential Service Unit wherein the Garbage is collected. Garbage compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons

1.38 Food Waste. “Food Waste” means Source Separated Food Scraps, Food Soiled Paper, and Compostable Plastics. Food Waste is a subset of Source Separated Green Container Organic Waste. Edible Food separated for Food Recovery shall not be considered Food Waste.

1.39 Generator. “Generator” means any Person whose act or process produces Discarded Materials, or whose act first causes any of these items to become subject to regulation.

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

~~4.47~~1.41 Gray Container Waste. “Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a three-Container Waste Collection service that prohibits the placement of Organic Waste in the Gray Container as specified in

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14 CCR Sections 18984.1(a) and (b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this Contract, Gray Container Waste includes carpet and textiles. Acceptable Gray Container Waste is listed in Exhibit 7. Gray Container Waste does not include those items defined herein as Exempt Waste.

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~~1.18~~ Garbage Carts. A heavy plastic receptacle with a rated capacity of at least thirty two (32) and not more than ninety-six (96) gallons for use by Service Recipients for Residential Solid Waste Collection Service under this Contract. Garbage Carts must meet the minimum specifications set forth in Exhibit 4 which is attached to and included in this Contract.

~~1.19~~ Green Waste. Any vegetative matter resulting from normal yard and landscaping maintenance that is not more than five (5) feet in its longest dimension or six (6) inches in diameter or weighs no more than fifty (50) pounds. Green Waste includes plant debris, such as Palm, Yucca and Cactus, grass clippings, leaves, pruning, weeds, branches, brush, Christmas trees, and other forms of organic waste and must be generated by and at the Residential Service Unit wherein the Green Waste is Collected. Green Waste does not include items herein defined as Exempt Waste.

~~1.20~~ Green Waste Cart. A heavy plastic receptacle with a rated capacity of not less than sixty four (64) gallons and not more than ninety six (96) gallons for use by Service Recipients for Green Waste Collection Service under this Contract. Green Waste Carts must meet the minimum specifications set forth in Exhibit 4 to this Contract.

1.42 Green Waste Collection Service. The Collection of all Green Waste from Residential Service Units in the Service Area and the delivery of that Green Waste to a Green Container. "Green Container" has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and Collection of Source Separated Green Container Organic Waste.

1.43 Green Container Organic Waste. Means types of Source Separated Green Container Organic Waste that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor. The accepted types of Green Container Organic Waste and process for modifying the accepted types of Green Container Organic Waste is provided in Exhibit 7. Green Container Waste does not include items herein defined as Exempt Waste.

~~1.21~~ Green Container Organic Waste Processing Facility.

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~~1.22~~1.44 Green Waste Processing Facility. Any facility designed, operated and legally permitted for the purpose of receiving and processing Green Container Organic Waste and Large Green Waste.

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1.45 Hauler Route. "Hauler Route" means the designated itinerary or sequence of stops for each segment of the Jurisdiction's Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

~~1.23~~1.46 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law, or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time except such materials as may be defined herein as Brown Goods.

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~~4.24~~1.47 Hotel or Motel. A structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such.

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~~4.25~~1.48 Household Batteries. Alkaline batteries (i.e. AAA, AA, C, D, button, 6-volt, 9-volt batteries) and rechargeable batteries (Nickel Cadmium (Ni-Cd), Nickel Metal Hydride (Ni-MH), Lithium Ion (Li-Ion), Nickel Zinc (Ni-Zn) and Small Sealed Lead (SSLA/Pb)) typically found in cordless phones, power tools and laptops. ~~Residents may recycle~~ Car batteries are not included as Household Batteries by placing them in a clear, zipper-locked bag and putting the bag into their Recycling Cart.

1.49 Household Hazardous Waste. "Household Hazardous Waste" or "HHW" means Hazardous Waste generated at Residential Service Unit. HHW includes, but is not limited to: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Cell Phones, Household Batteries, Household Batteries, fluorescent bulbs, tubes, cleaners and sprays, and pesticides, fertilizers, and other garden products.

~~4.26~~1.50 Large Green Waste. Oversized Green Container Organic Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five (5) feet in its longest dimension, which are attributed to the normal activities of a Residential Service Unit. Large Green Waste must be generated by and at the Residential Service Unit wherein the Large Green Waste is Collected.

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~~4.27~~1.51 Large Items. Those materials including, but not limited to, furniture, carpets, mattresses, White Goods, Brown Goods, Electronic Waste (E-Waste), Universal Waste (U-Waste), clothing, tires, Large Green Waste, or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4'x4'x2') and sixty (60) pounds, which are attributed to the normal activities of a Residential Service Unit. Large Items must be generated by and at the Residential Service Unit wherein the Large Items are Collected. Large Items do not include items herein defined as Exempt Waste.

~~4.28~~1.52 Large Item Collection Service. The periodic on-call Collection of Large Items, by the CONTRACTOR, from Residential Service Units in the Service Area, and the delivery of those Large Items to a Disposal Facility, Materials Recycling Facility or such other facility as may be appropriate under the terms of this Contract. Large Item Collection Service does not include the Collection of Large Items through the use of Roll-Off Containers.

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1.53 Material Change in Law. A Change in Law that (a) results in a documented increase in CONTRACTOR's costs of providing services under this Agreement and (b) relates specifically to any aspect of the solid waste industry (including, for the avoidance of doubt and without limitation, changes to AB 939, changes to CalRecycle regulations, or changes to other applicable laws relating specifically to any aspect of "solid waste handling," "solid waste disposal" or "solid waste facilities," as such terms are defined in AB 939).

~~4.29~~1.54 Materials Recycling Facility (MRF). Any facility designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Source Separated Recyclable Materials for sale.

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~~4.30~~1.55 Non-Collection Notice. A ~~form~~process developed and used by the CONTRACTOR, as approved by the DISTRICT, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Contract.

1.56 Non-Compostable Paper. "Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.57 Organic Waste. "Organic Waste" means Solid Waste containing material originated from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste.

1.58 Paper Products. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

1.59 Prohibited Container Contaminants. "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes, and, (iv) non-Solid Waste items placed in any container. Prohibited Container Contaminants procedures are provided in Exhibit 7.

1.60 Property Owner. "Property Owner" means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

1.61 Public Resources Code (PRC). "Public Resources Code" or "PRC" means the California Public Resources Code.

1.62 Putrescible Waste. "Putrescible Waste" means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

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~~4.34~~1.63 Rebuilt Vehicle. For purposes of this Contract, "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.

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1.64 Recyclable Materials. Those materials which are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. These materials will be as defined by the DISTRICT from time to time. Recyclable Materials currently being Collected include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; aseptic containers; and polystyrene.

1.65 Recycling Cart. A heavy plastic receptacle with a rated capacity of not less than sixty four (64) gallons and not more than ninety six (96) gallons, for use by Service Recipients for Residential Recycling Collection Service under this Contract. Recycling Carts must meet the minimum specifications set forth in Exhibit 4 to this Contract.

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1.66 Residential Collection Service. Residential Gray Container Waste Collection Service, Residential Source Separated Recycling Collection Service, Residential Source Separated Green Organic Waste Collection Service, Large Item Collection Service, and Residential Used Oil Collection Service.

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1.67 Residential Source Separated Green Container Organic Waste Collection Service. The Collection of Source Separated Green Container Organic Waste by the CONTRACTOR from Residential Service Units in the Service Area and the delivery of the Source Separated Green Container Organic Waste to a permitted Processing Facility.

1.68 The Collection of all Green Container Organic Waste from Residential Service Units in the Service Area and the delivery of that Green Container Organic Waste to a permitted Processing Facility.

1.69 Residential Source Separated Recycling Collection Service. The Collection of Source Separated Recyclable Materials, Cellular Phones, and Household Batteries by the CONTRACTOR from Residential Service Units in the Service Area and the delivery of those Source Separated Recyclable Materials to a Materials Recycling Facility.

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1.70 Residential Service Unit. Any Dwelling Unit in the Service Area utilizing a Garbage Cart, gray, blue and green Carts, or any combination of Dwelling Units sharing Garbage, gray, blue and green Carts, for the accumulation and set out of Residential Solid Waste.

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1.37 Residential Solid Waste. Garbage and Rubbish resulting from the normal activities of a Residential Service Unit. Residential Solid Waste must be generated by and at the Residential Service Unit wherein the Residential Solid Waste is collected and does not include items defined herein as Exempt Waste.

1.71 Residential Solid Waste. "Residential Solid Waste" has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all Putrescible Waste and non-Putrescible Waste that are solid, semisolid, or liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial

appliances, dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in PRC Section 40141.

(2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

(3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

~~4.38~~1.72 Residential Gray Container Waste Collection Service. The Collection of Residential ~~Solid~~Gray Container Waste, by the CONTRACTOR, from Residential Service Units in the Service Area and the delivery of that Residential ~~Solid~~Gray Container Waste to a Disposal Facility.

~~4.39~~1.73 Residential Used Cooking Oil Collection Service. The Collection of Used Cooking Oil in Used Cooking Oil Containers, by the CONTRACTOR, from all Residential Service Units in the Service Area utilizing Used Cooking Oil Containers for the accumulation and set-out of Used Cooking Oil and the appropriate disposition of the Used Cooking Oil in accordance with the requirements of this Contract.

~~4.40~~1.74 Residential Used Motor Oil Collection Service. The Collection of Used Motor Oil in Used Motor Oil Containers and Used Motor Oil Filters in Used Motor Oil Filter Containers, by the CONTRACTOR, from all Residential Service Units in the Service Area utilizing Used Motor Oil and Filter Containers for the accumulation and set-out of Used Motor Oil and Used Motor Oil Filters and the appropriate disposition of the Used Motor Oil and Used Motor Oil Filters in accordance with the requirements of this Contract.

~~4.41~~ Residential Waste. Residential Solid Waste, Green Waste, Large Items, Household Batteries, Cellular Phones, Used Cooking Oil, Used Motor Oil, and Used Motor Oil Filters resulting from the normal activities of a Residential Service Unit. Residential Waste must be generated by and at the Residential Service Unit wherein the Residential Waste is Collected and does not include items defined herein as Exempt Waste.

~~4.42~~1.75 Roll-Off Collection Service. The Collection of Roll-Off Containers containing Construction and Demolition Debris.

~~4.43~~ Roll-Off Container. A metal container with a capacity of twenty (20) or more cubic yards that is normally loaded onto a motor vehicle and transported to an appropriate facility.

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~~1.44~~ Rubbish. All refuse, accumulation of paper, excelsior, rags, wooden boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Green Waste, resulting from the normal activities of a Residential Service Unit. Rubbish must be generated by and at the Residential Service Unit wherein the Rubbish is Collected. Rubbish does not include items herein defined as Exempt Waste.

~~1.45~~ 1.76 Service Area. The area within the ~~Rancho Murieta Community Services~~ DISTRICT.

~~1.46~~ 1.77 Service Recipient. An individual receiving Collection Services.

1.78 Source Separated Green Container Organic Waste. The Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator. The accepted types of Source Separated Green Container Organic Waste and process for modifying the accepted types of Source Separated Green Container Organic Waste are specified in Article 7. Source Separated Green Container Organic Waste is a subset of Organic Waste.

1.79 Source Separated Recyclable Materials. The Source Separated Non-Organic Recyclables that can be placed in a Blue Container that is specifically intended for the separate Collection of Recyclable Materials by the Generator. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in

~~1.47~~ 1.80 Sludge. ~~The accumulated solids, residues, and precipitates~~ generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal objects or any other such waste having similar characteristics or effects.

~~1.48~~ 1.81 Stable Matter. Manure and other waste matter normally accumulated in stables or in livestock or poultry enclosures.

~~1.49~~ Universal Waste (U-Waste). Products at the end of their useful life such as: household batteries; mercury-containing thermostats, lamps (i.e. fluorescent, high intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps); cathode ray tube (CRT) devices (i.e. televisions, computer monitors);

1.82 Uncontrollable Circumstances. An act of nature, landslide, lightning, earthquake, fire, flood, explosion, sabotage, acts of a public enemy, war, blockade or insurrection, riot or civil disturbance, a Change in Law, or any other act, event or condition affecting either Party beyond the control of such Party and not the result of willful or negligent action or inaction of such Party (other than the contesting in good faith or the failure in good faith to contest such action or inaction), which materially and adversely affects the ability of either Party to perform any obligation hereunder, but excluding

1.81.1 Either Party's own breach of its obligations hereunder;

1.81.2 Adverse changes in the financial condition of either Party or any Change in Law with respect to any taxes based on or measured by net income, or any unincorporated business, payroll, or employment taxes;

1.81.3 The consequences of errors in performing CONTRACTOR'S obligations on the part of the CONTRACTOR, its employees, agents, or affiliates;

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1.81.4 Labor unrest including, but not limited to, strikes, work stoppages or slowdowns, sick-outs, picketing, or other labor disputes or disturbances conducted by CONTRACTOR'S employees or directed at CONTRACTOR;

1.81.5 The failure of the CONTRACTOR to secure patents, licenses, trademarks, and the like necessary for CONTRACTOR to perform its obligations.

~~4.50~~1.83 Used Cooking Oil. Any cooking oil that has been produced for food preparation and consumption purposes, and is no longer useful to the Service Recipient because of use, extended storage, or spillage. Used Oil must be generated by and at the Residential Service Unit wherein the Used Cooking Oil is collected. Used Cooking Oil shall not contain water, soapsuds, and/or food debris.

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~~4.54~~1.84 Used Cooking Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Cooking Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Cooking Oil Container.

~~4.52~~1.85 Used Motor Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Motor Oil must be generated by and at the Residential Service Unit wherein the Used Motor Oil is collected. Used Motor Oil does not include transmission fluid.

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~~4.53~~1.86 Used Motor Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Motor Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Motor Oil Container.

~~4.54~~1.87 Used Motor Oil Filter. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water, or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Motor Oil Filters must be generated by and at the Residential Service Unit wherein the Used Motor Oil Filter is Collected.

~~4.55~~1.88 Used Motor Oil Filter Container. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1¼) inch diameter hole above the seal, provided by the CONTRACTOR for the accumulation of Used Motor Oil Filters that has a label designating it for use as a Used Motor Oil Filter Container.

~~4.56~~1.89 White Goods. Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

~~4.57~~1.90 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Section 3.07 of this Contract, and is consistent with the Hours and Day of Collection as set forth on Section 7.04 of this Contract.

Article 2. Term of Contract

2.01 Amended Term. The term of this Contract, as amended, shall be for a period beginning ~~July~~January 1, ~~2013~~2023 and terminating on ~~October 31, 2025~~June 30, 2035, provided, however, that the CONTRACTOR shall be bound by, and fulfill all terms of, the original Contract between the parties dated ~~August 24, 2005 until~~ July 1, 2013 until December 31, 2022.

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2.02 Extension of Term. On or before ~~January 1, 2024~~2035 provided the DISTRICT Manager determines that the CONTRACTOR has met the minimum performance and diversion requirements, as set forth in Article 9, the DISTRICT may offer the CONTRACTOR, or CONTRACTOR may request, in writing a ten (10) year extension of this Contract. CONTRACTOR shall provide written notice to the DISTRICT as to whether CONTRACTOR accepts or rejects the DISTRICT' offer within twenty (20) Work Days of the date of the offer. If CONTRACTOR fails to provide such notice to the DISTRICT within said twenty (20) Work Days, the DISTRICT'S offer shall be deemed withdrawn and the DISTRICT shall have no obligation to extend the term of this Contract beyond ~~October 31, 2015~~June 30, 2035. If the term of this Contract is extended, the compensation provisions of Article 4 shall not be subject to negotiation. ~~However,~~ the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended term as provided in Article 4.

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2.03 Voiding of Extensions. In the event CONTRACTOR fails to meet the minimum service and diversion requirements set forth in Article 9, CONTRACTOR understands and agrees that the service extension set forth in Section 2.02 above is voided and that this Contract shall terminate on ~~October 31, 2025~~June 30, 2035 as set forth in Section 2.01 of this Contract.

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2.04 Other Provisions. The DISTRICT may, at the end of the Contract term or optional extended term, as appropriate, either renegotiate the terms and conditions of the Contract with the current CONTRACTOR or request proposals from qualified ~~contractors~~companies to provide Collection Services.

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Article 3. Services Provided by the Contractor

3.01 Grant of Exclusive Contract. Except as otherwise provided in this Contract, the CONTRACTOR is herein granted an exclusive Contract to provide Residential Collection Services within the Service Area. No other ~~solid waste or recycling services~~Solid Waste Collection Services, including Roll-Off Collection Services, shall be exclusive to the CONTRACTOR.

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3.02 Sale or Donation of Recyclable Materials by Service Recipients. Nothing in this Contract shall preclude a Service Recipient from transporting and selling or donating their Source Separated Recyclable Materials to a private or public entity provided that such

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entity does not charge the Service Recipient a fee or service charge of any type related to the sale or donation of the Source Separated Recyclable Material.

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3.03 Responsibility for Billing and Collection. The DISTRICT shall be responsible for the billing and collection of payments for Collection Services within the Service Area.

3.04 DISTRICT'S Payment to CONTRACTOR. DISTRICT shall make payment to the CONTRACTOR of the Service fee as specified in this Section 3.05. Payment to the CONTRACTOR shall be due on the twentieth (20th) day of the month following the month the revenues are collected. Payment to CONTRACTOR shall be equal to the current amount billed by DISTRICT for services provided by CONTRACTOR, less any Administrative Charges levied against CONTRACTOR. DISTRICT may deduct any Administrative Charges levied against CONTRACTOR as specified in Article 17 from the payments due to the CONTRACTOR.

3.05 Service Standards. CONTRACTOR shall perform all Collection Services under this Contract in a thorough and professional manner. Collection Services described in this Contract shall be performed regardless of weather conditions or difficulty of Collection.

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3.06 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Contract. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Contract. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by the DISTRICT or by any Service Recipient except as expressly provided by this Contract.

3.07 Holiday Service. The DISTRICT observes Thanksgiving Day, December 25th, January 1st, and July 4th as legal holidays. CONTRACTOR 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 Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Thursday Collection Services being performed on Friday.

3.08 Inspections. The DISTRICT shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the DISTRICT.

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3.09 Commingling of Materials.

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3.09.1 Residential Gray Container Waste and Source Separated Recyclable Material. And Source Separated Green Container Organic Waste. CONTRACTOR shall not at any time commingle Residential Solid Waste Collected pursuant to this Contract, with any



Source Separated Recyclable Material and/or Source Separated Green Container Organic Waste separated for Collection pursuant to this Contract, without the express prior written authorization of the Contract Administrator.

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3.09.2 Residential Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste Collected in the DISTRICT. CONTRACTOR shall not at any time commingle any Residential Waste Collected pursuant to this Contract, with any other material Collected by CONTRACTOR inside or outside the Rancho Murieta Community Services DISTRICT, without the express prior written authorization of the Contract Administrator.

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3.09.3 Source Separated Recyclable Materials And Source Separated Green Container Organic Waste. CONTRACTOR shall not at any time commingle Source Separated Recyclable Materials and/or Source Separated Green Container Organic Waste Collected pursuant to this Contract, with any other material Collected by CONTRACTOR inside or outside the DISTRICT, without the express prior written authorization of the Contract Administrator.

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3.10 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall transport all materials Collected under the terms of this Contract in such a manner as to prevent the spilling or blowing of such materials from the ~~CONTRACTOR'S~~ CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Residential Gray Container Waste, or Source Separated Recyclable Materials Material and Source Separated Green Container Organic Waste and shall immediately, at the time of occurrence, clean up such spilled or dropped Residential Gray Container Waste, or Source Separated Recyclable Materials Material and Source Separated Green Container Organic Waste.

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3.10.1 The CONTRACTOR shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any materials or residue that are spilled or scattered by the CONTRACTOR or its employees.

3.10.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning.

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

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3.10.4 To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.11 Ownership of Materials.

3.11.1 Title to Residential ~~Gray Container Waste, and Source Separated Recyclable Materials~~ Material and Source Separated Green Container Organic Waste shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicle.

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3.12 Household Hazardous Waste (HHW) Events. CONTRACTOR shall provide ~~solid waste~~ Residential Gray Container Waste, Source Separated Recyclable Material and ~~recycling~~ Source Separated Green Container Organic Waste collection services annually as requested by DISTRICT for their HHW collection event. Services shall be provided in such a manner that all ~~solid waste and recycling~~ Residential Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste needs of the event are adequately and properly provided for by CONTRACTOR at no cost of any kind to DISTRICT.

3.13 Collection at DISTRICT Administrative Facility. CONTRACTOR, at no charge to DISTRICT will provide the ~~solid waste and recycling~~ Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste Collection Services at DISTRICT administrative facility. Current service includes four (4) cubic yards of solid waste and four (4) cubic yards of recycling, each collected weekly. In addition, DISTRICT can increase the Collection capacity at this facility at any point during the term of the ~~Agreement~~ Contract, not to exceed two (2) times the current service.

Article 4. Charges and Rates

4.01 Collection Services. The DISTRICT shall be responsible for the billing and collection of payments for all Collection Services. The CONTRACTOR shall charge the DISTRICT the Collection Service Rates established in Exhibit 1, which is attached to and included in this Contract, and as may be adjusted under the terms of this Contract.

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4.01.1 Partial Month Service. If, during a month, a Residential Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing to the DISTRICT shall be pro-rated by dividing the appropriate monthly Collection Service Rate established in Exhibit 1 by four (4) and multiplying the result by the number of actual weeks in the month that service was provided to the Residential Service Unit.

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4.01.2 Production of Invoices. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the Contract Administrator, for services received under this Contract each month, twelve (12) times per year. The CONTRACTOR'S invoice shall be submitted to the DISTRICT no later than the tenth (10th) day of the month following the period for which the service is being billed. At a minimum, CONTRACTOR'S invoice shall include the name and address of each serviced account broken down by the size of the garbage cart size, any changes in services, and any additional services that were



provided. CONTRACTOR invoices shall be provided in written form and in electronic format compatible to the DISTRICT'S billing system.

~~4.02 Service Rate Elements. Collection Service Rates shall consist of some combination of the following elements; a *Collection Element* and a *Disposal Element*.~~

~~4.03 Adjustments to Collection Service Rate Elements.~~

~~4.03.1 Adjustments to Collection Elements Using the Refuse Rate Index (RRI). Beginning on July 1, 2007, and annually thereafter, CONTRACTOR shall, subject to compliance with all provisions of this Article, receive an annual adjustment in the following *Collection Elements* of the Collection Service Rates as set forth in Exhibit 1 to this Contract:~~

~~4.03.1.1.1. Residential Collection Service. *Collection Elements* on lines A5, B2, D5, and E2 of the Contractor Service Rates in Exhibit 1.~~

~~4.03.1.1.2. Emergency Services. Hourly Rates on the Contractor Service Rates in Exhibit 1.~~

~~4.03.2 RRI Adjustment. Beginning on July 1, 2013, and annually thereafter during the term of this Contract, the *Collection Elements* of the Collection Service Rates set forth in Section 4.03.1 above shall be adjusted by the modified RRI adjustment set forth below. In any year that the calculation of the RRI results in a negative number, there shall be no adjustment of those *Collection Elements*. Instead, the negative RRI number shall be added to the result of the subsequent years RRI calculation and the result shall be the RRI adjustment for that subsequent year.~~

~~4.03.3 The RRI adjustment shall be the sum of the weighted percentage change in the Annual Average of each RRI index number between the base fiscal year, which shall be the prior preceding calendar year ending December 31st and the preceding calendar year ending December 31st, as contained in the most recent release of the source documents listed in Exhibit 2, ("REFUSE RATE INDEX") which is attached to and included in this Contract. Therefore, the first *Collection Element* rate adjustment will be based on the percentage changes between the Annual Average of the RRI indices for the year ended December 31, 2012 and the Annual Average of the RRI indices for the year ended December 31, 2013. The RRI shall be calculated using the RRI Rate Model included in Exhibit 2.~~

~~4.03.4 Annual Collection Element Rate Adjustment. The annual *Collection Element* rate adjustment shall be calculated by multiplying the RRI adjustment, as calculated in Section 4.03.3 above, by the diversion adjustment as set forth in Section 4.03.4 above.~~

~~4.03.5 Financial Information. On or before March 1, 2014, and annually thereafter during the term of this Contract, CONTRACTOR shall deliver to the DISTRICT financial information for the specific services performed under this Contract for the preceding Contract Year. Such financial information shall be in the format as set forth in Exhibit 2, or as may be further revised by the DISTRICT from time to time. If CONTRACTOR fails to submit the financial information in the required format by March 1st, it is agreed that CONTRACTOR shall be deemed to have waived the RRI rate adjustment for that year. CONTRACTOR'S failure to provide the financial information shall not preclude the~~

DISTRICT from calculating the RRI using the prior year's financial data, or pro forma data if no prior year financial data is available, if that calculation would result in a negative RRI number.

~~4.03.6 Diversion Data. On or before March 1, 2014, and annually thereafter during the term of this Contract, CONTRACTOR shall deliver to the DISTRICT diversion data for the specific services performed under this Contract in the format specified by the DISTRICT. If CONTRACTOR fails to submit the diversion data in the required format by March 1st, it is agreed that CONTRACTOR shall be deemed to have waived the Collection Element rate adjustment for that year.~~

~~Annual adjustments shall be made only in units of one cent (\$0.01). Fractions of less than one cent (\$0.01) shall not be considered in making adjustments. The indices shall be truncated at four (4) decimal places for the adjustment calculations.~~Annual Rate Adjustment. Subject to the DISTRICT's approval, adjustments to the rates established herein may be made annually, beginning on July 1, 2023, and annually thereafter. Any such rate increase shall be 100% of the U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services (Series CUSR0000SEHG) for the twelve-month period ending on the preceding February 1. The result of this calculation expressed as a decimal shall be added to one and multiplied by the then current Collection Service Rates. The product of this calculation shall be the new Collection Service Rates. In no case shall such annual rate increase exceed 5.5% subject to approval of the DISTRICT.

~~For the July 1, 2023 Annual Rate Adjustment only, the then current service rates to be adjusted shall be the average of the Collection Service Rates for the previous 12 months.~~

~~For the July 1, 2023 Annual Rate Adjustment only, the rate for one (1) Large Item collection will be added after the Annual Rate Adjustment is calculated according to this Section 4.02, as shown in Exhibit 1.~~

~~For the July 1, 2023 and July 1, 2024 Annual Rate Adjustments, after the Annual Rate Adjustment is calculated according to this Section 4.02, the phased organics collection amounts shown in Exhibit 1 shall be added to the new Collection Service Rates.~~

4.02 Adjustments Due to Material Changes in Law.

~~4.02.1 If a Material Change in Law(s) occurs after the date hereof, then, upon notification by CONTRACTOR, DISTRICT and CONTRACTOR shall negotiate in good faith a reasonable and appropriate adjustment to rates sufficient to offset CONTRACTOR's increased costs of operation or reduced gross revenue resulting from the Material Change in Law(s).~~

~~4.02.2 The Parties may negotiate and agree on the amount of any rate adjustment pursuant to this Section without a detailed rate review. CONTRACTOR shall bear the burden of justifying to DISTRICT any adjustment due to a Material Change in Law(s) and shall bear its own costs of preparing its request for an adjustment and supporting documentation. DISTRICT may request from CONTRACTOR such further information as it~~



reasonably deems necessary to fully evaluate CONTRACTOR'S request and make its determination whether CONTRACTOR has satisfied its burden, which determination shall not be unreasonably withheld. DISTRICT shall notify CONTRACTOR of its determination within ninety (90) calendar days of receipt of the written request and all other additional information reasonably requested by DISTRICT. Any such change will be implemented on the following July 1st, or within any other time frame agreed upon between DISTRICT and CONTRACTOR. Any adjustment in rates due to a Material Change in Law shall be approved by the DISTRICT and memorialized in a written amendment to this Agreement.

4.03 Extraordinary Rate Adjustment. The DISTRICT and CONTRACTOR are entitled to seek an adjustment of rates at any time should one or more of the following extraordinary events occur and, after considering offsetting effects of other events or trends on revenues or expenses, such event or events shall cause—or be reasonably projected to cause—a material change in CONTRACTOR'S total operating costs or gross revenues, or a combination thereof. If the Extraordinary Adjustment is requested in conjunction with the annual rate adjustment described in Section **Error! Reference source not found.**, the increase or decrease in Maximum Service Rates approved for the next Agreement Year attributable to the extraordinary adjustment shall be calculated retroactively from the date on which the CONTRACTOR's costs increase or decrease due to the event giving rise to the extraordinary adjustment.

4.03.1 Emergency Service. Provision of emergency services.

4.03.2 New or Expanded Programs. New or expanded programs or services required by the DISTRICT and not otherwise provided by CONTRACTOR under this Agreement.

4.03.3 Uncontrollable Circumstance. An event of Uncontrollable Circumstance, as defined herein.

4.03.4 Fees. Changes in regulatory, governmental, or other surcharge fees after execution hereof.

4.03.5 Recycling - Changes to Work. Should an Uncontrollable Circumstance or other changes in circumstances arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes pursuant to Section 4.04 hereof and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

4.03.6 Other Reasons Agreed Upon by Parties. For any other reason if agreed upon by the CONTRACTOR and DISTRICT.

~~4.03.7 CalRecycle~~

~~4.03.8 If CONTRACTOR'S failure to submit the financial information required under Section 4.03.5 or the diversion data required under Section 4.03.6 is the result of extraordinary or unusual circumstances as demonstrated by CONTRACTOR to the satisfaction of the DISTRICT'S Contract Administrator, the DISTRICT, at its sole discretion, may consider the request for the annual rate adjustment.~~

~~4.03.9 As of March 15, 2014, and annually thereafter during the term of this Contract, the Contract Administrator shall notify CONTRACTOR of the *Collection Element*~~

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~~adjustment to the affected Collection Service Rates to take place on the subsequent July 1st.~~

~~4.04 — Adjustments to Disposal Elements:~~

~~4.04.1 Residential Collection Service. — The Disposal Elements for Residential Solid Waste Collection Service, and Additional Large Item Collection Service are based on the tipping fee per ton and the “Monthly Unit Generation Factors” set forth on lines A4 and D4 of Collection Service Rates in Exhibit 1.~~

~~4.04.2 Tip Fee Changes. — Any approved change in the per ton tipping fees, as set forth in Section 4.05, will result in a corresponding change in the appropriate Disposal Element as set forth below. The change in the Disposal Element in any Contract Year shall be limited to the lesser of three percent (3%) or the amount calculated as set forth in the following formula:~~

~~(The new tipping fee x the “Monthly Unit Solid Waste Generation Factor”, “Monthly Unit Large Item Generation Factor”, or “Cubic Yard Large Item Generation Factor” as appropriate).~~

~~Will equal: the Residential Solid Waste Collection Service, Large Item Collection Service, or Additional Large Item Collection Service Disposal Element, as appropriate.~~

~~4.05 — Disposal Element Rate Adjustment. — Disposal Element adjustments shall take place at the same time as the Collection Element adjustments. Therefore the CONTRACTOR shall be eligible to request an initial Disposal Element adjustment on July 1, 2014 and annually thereafter. — The Disposal Element adjustment shall include a calculation of the retroactive portion of the adjustment to reflect per ton disposal cost changes that may have been incurred by CONTRACTOR during the period July 1 thru June 30 of the current contract year, that were not included in the prior Disposal Element adjustment.~~

~~4.05.1 Disposal Element Rate Adjustment Documentation. — In order for the CONTRACTOR to receive a Disposal Element adjustment based on a change in the appropriate tipping fee per ton, the CONTRACTOR must provide, in a manner that is acceptable to the DISTRICT, evidence of the change in the tipping fee. The DISTRICT may request from the CONTRACTOR such further information as may be reasonably necessary in making its determination. The DISTRICT shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the DISTRICT. However, Disposal Element adjustments shall be effective on July 1st following such approval.~~

~~4.06 — Adjustments to Generation Factors:~~

~~4.06.1 In the event of a change in law or solid waste or recycling program that has the potential to materially affect the “Per Unit Generation Factors” as set forth by~~



~~the CONTRACTOR in Collection Service Rates of Exhibit 1, the DISTRICT and the CONTRACTOR agree that a generation study will be performed at the request of the DISTRICT with the cooperation of the CONTRACTOR. The study will be funded equally by the DISTRICT and the CONTRACTOR. The generation study will be designed to establish an updated "Monthly Per Unit Solid Waste Generation Factor", and "Per Unit Large Item Generation Factor". The CONTRACTOR shall cooperate fully with the DISTRICT related to the performance and completion of the generation study.~~

Article 5. ~~Diversion~~ Requirements

5.01 Minimum Requirements. The DISTRICT requires the CONTRACTOR to achieve a minimum annual diversion rate of fifty percent (50%) for each Contract Year. The annual diversion rate will be calculated as ~~"the tons of materials Collected from the provision of Collection Services that are sold or delivered to a recycler or reuser, as required by this Contract, divided by the total tons of materials Collected in the Contract Year."~~ Comply with all applicable CalRecycle requirements, including SB 1383 requirements as set forth in Exhibit 7 for each Contract Year.

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5.02 Failure to Meet ~~Minimum~~SB 1383 Requirements. CONTRACTOR'S failure to meet the ~~minimum diversion~~ applicable SB 1383 hauler requirements set forth ~~above in Section 5.04~~ Exhibit 7 is a breach of this Contract and may result in the DISTRICT's termination of this Contract or the imposition of administrative charges.

Article 6. Residential Service Units

~~6.01~~ Residential Service Units. Residential Service Units shall include all premises which are in the Service Area as of July 1, ~~2013~~ 2022, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Contract during the term of this Contract:

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~~6.01.4~~ 6.01 . Any question as to whether a premises falls within this category shall be determined by the Contract Administrator and the determination of the Contract Administrator shall be final.

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6.02 Residential Service Unit Changes. The DISTRICT and CONTRACTOR acknowledge that during the term of this Contract it may be necessary or desirable to add or delete Residential Service Units for which CONTRACTOR will provide Service.

6.02.1 Additions and Deletions. CONTRACTOR shall provide services described in this Contract to new Residential Service Units in ~~CONTRACTOR's~~ the Service Area within five (5) Work Days of receipt of notice from the Residential Service Unit to begin such Service.

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6.03 Annexation. If during the term of the Contract, additional territory is acquired by the DISTRICT through annexation, CONTRACTOR agrees to provide Collection Services in such annexed area in accordance with the provisions and Collection Service Rates set forth in this Contract. Such Collection Services shall begin within five (5) Work Days of receipt of written notice from the DISTRICT. CONTRACTOR shall not begin Collection Service without written authorization from the DISTRICT.

6.04 Route Map Update. CONTRACTOR shall revise the Residential Service Unit route maps to show the addition of Residential Service Units added due to annexation and shall provide such revised maps to the Contract Administrator as requested. CONTRACTOR shall provide revised maps both in written form and electronic format in a manner approved by the DISTRICT.

Article 7. Residential Collection Service

7.01 Residential Collection Service. These services shall be governed by the following terms and conditions:

7.01.1 Conditions of Service. The CONTRACTOR shall provide Residential Collection Service to all Residential Service Units in the Service Area whose: Residential ~~Solid Gray Container~~ Waste is properly containerized in ~~Garbage Carts, Gray Containers,~~ Source Separated Recyclable Materials are properly containerized in ~~Recycling Carts~~ Blue Containers, except as set forth in Section 7.06.1, and Source Separated Green Container Organic Waste is properly containerized in Green ~~Waste Carts~~ Containers, except as set forth in Section 7.07.1 and ~~7.07.2~~, where the ~~Garbage, Recycling~~ Gray, Blue and Green ~~Waste Carts~~ Containers 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the ~~CONTRACTOR'S~~ CONTRACTOR'S Collection crew and vehicle.

7.02 On-Premises Service. Notwithstanding any term or definition set forth in this Contract, CONTRACTOR shall provide on-premises Collection of Residential ~~Solid Gray Container~~ Waste, Source Separated Recyclable Materials, and Green Container Organic Waste to a Residential Service Unit if a request for on-premises service has been made to, and approved by, the Contract Administrator in the manner required by the DISTRICT. The Contract Administrator shall notify the CONTRACTOR in writing of any Residential Service Units requiring on-premises service along with the date such service is to begin. No additional monies shall be due to the CONTRACTOR for the provision of on-premises service.

7.02.1 Collection Day. CONTRACTOR shall provide on-premises Collection Service on the same Work Day that curbside Collection Service would otherwise be provided to the Residential Service Unit.

7.02.2 Frequency and Scheduling of Service. Except as set forth in Sections 7.10 and 7.12, Residential ~~Solid Gray Container Waste Collection Service and Source Separated Green Container Organic~~ Waste Collection Service shall be provided one (1) time per week on a scheduled route basis. Residential Recycling Collection Service, including Residential Used Cooking Oil Collection Service and Used Motor Oil Collection Service shall be provided one (1) time every other week and shall be scheduled so that a Residential Service Unit receives Residential Gray Container Waste Collection Service,

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~~Source Separated Green Container Organic Waste and~~ Residential Recycling Collection Service, including Residential Used Cooking Oil Collection Service and Used Motor Oil Collection Service, ~~and Green Waste Collection Service shall be provided one (1) time every other week on an alternating basis and shall be scheduled so that a Residential Service Unit receives Residential Solid Waste Collection Service, and Residential Recycling Collection Service, including Residential Used Cooking Oil Collection Service and Used Motor Oil Collection Service, or Green Waste Collection Service on~~ On the same Work Day.

7.03 Hours and Days of Collection. Residential Collection Service shall be provided, commencing no earlier than ~~7:00~~6:30 a.m. and terminating no later than 5:00 p.m., Tuesday through Thursday with no service on Saturday or Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

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7.04 Manner of Collection. The CONTRACTOR shall provide Residential Collection Service with as little disturbance as possible and shall leave any ~~Garbage, Recycling~~Gray, Blue or Green ~~Waste Cart~~Containers in an upright position with the lid closed at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

7.04.1 CONTRACTOR'S employees providing Residential Collection Service shall follow the regular walk for pedestrians while on private property and shall not 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.

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7.04.2 Purchase and Distribution of ~~Garbage, Recycling~~Gray, Blue and ~~Green Waste Carts~~Containers. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional ~~Garbage, Recycling~~Gray, Blue and ~~Green Waste Carts~~Containers to Residential Service Units in the Service Area. The size and number of ~~carts~~Carts to be distributed will be as requested by Service Recipient. Residential Service Units shall be provided with one (1) ~~Garbage Cart, One~~Gray Container, one (1) ~~Recycling Cart~~Blue Container and ~~up to two (2)~~one (1) ~~Green Waste Carts~~Container.

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7.04.3 Replacement of ~~Garbage, Recycling~~Gray, Blue and ~~Green Waste Carts~~Containers. CONTRACTOR'S employees shall take care to prevent damage to ~~carts~~Carts by unnecessary rough treatment. However, any ~~cart~~Cart damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the ~~CONTRACTOR'S~~CONTRACTOR'S expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

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~~7.04.3.1.1~~7.04.3.1 Upon notification to the CONTRACTOR by the Service Recipient that the Service Recipient's ~~Garbage, Recycling~~Gray, Blue or ~~Green Waste Cart~~Container(s) has been stolen or damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement cart(s) to such Service Recipient within five (5) Work Days. The CONTRACTOR shall maintain records documenting all ~~cart~~Cart replacements occurring on a monthly basis.

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~~7.04.3.1.2~~7.04.3.2 Each Service Recipient shall be entitled to the replacement of one (1) lost, destroyed, or stolen ~~Garbage Cart~~Gray Container, one (1) lost, destroyed, or stolen ~~Recycling Cart~~Blue

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~~Container~~, and one (1) lost, destroyed, or stolen Green ~~Waste Cart~~~~Container~~ during the term of this Contract at no cost to the Service Recipient. Except in the case of a ~~cart~~~~Cart~~ that must be replaced because of damage caused by CONTRACTOR or in the case where CONTRACTOR elects to replace a ~~cart~~~~Cart~~ rather than repair it on-site, CONTRACTOR shall be compensated for the cost of those replacements in excess of one (1) per type of ~~cart~~~~Cart~~ per Service Recipient during the term of the Contract, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted under the terms of this Contract.

~~7.04.3.1.3~~~~7.04.3.3~~ 7.04.3.3 CONTRACTOR understands and agrees that this provision is intended to be applied on a per cart type, Service Recipient basis and accordingly each Service Recipient could receive up to three (3) replacement ~~cart~~~~Carts~~, one (1) of each type, during the life of the Contract.

7.04.4 Repair of Garbage, Recycling and Green Waste Carts. CONTRACTOR shall be responsible for repair of ~~cart~~~~Carts~~ in the areas to include but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification by the DISTRICT or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the ~~cart~~~~Cart~~ or if necessary, remove the ~~cart~~~~Cart~~ for repairs and deliver a replacement ~~cart~~~~Cart~~ to the Service Recipient.

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7.04.5 Cart Exchange. Upon notification to the CONTRACTOR by the DISTRICT or a Service Recipient that a change in the size of a ~~Garbage, Recycling or Green Waste Cart is required, or that the Service Recipient requires a second Green Waste Cart~~~~Cart is required~~, the CONTRACTOR shall deliver such Cart to such Service Recipient within five (5) Work Days. Each Residential Service Unit shall be eligible to receive one (1) free ~~Garbage, Recycling and Green Waste~~ Cart exchange per Contract Year during the term of this Contract ~~and one free delivery of a second Green Waste Cart~~ during the term of this Contract. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of one (1) per ~~cart~~~~Cart~~ type per Contract Year, in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract.

7.04.6 Ownership of Garbage, Recycling and Green Waste Carts. Ownership of ~~Garbage, Recycling and Green Waste~~ Carts shall rest with the CONTRACTOR, except that ownership of ~~Garbage, Recycling and Green Waste~~ Carts in the possession of a Service Recipient at the end of this Contract shall rest with the DISTRICT.

7.05 Residential Solid Waste Collection Service. This service will be governed by the following terms and conditions:

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7.05.1 Non-Collection. CONTRACTOR shall not be required to Collect any Residential Solid Gray Container Waste that is not placed in a Garbage Cart. Gray Container. In the event of non-collection, CONTRACTOR shall affix to notify the Garbage Cart a Non-Collection Notice Customer explaining why Collection was not made. CONTRACTOR shall maintain a copy documentation of such notices during the term of this Contract.

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7.05.2 Contamination. CONTRACTOR shall comply with Contamination procedures as specified in Exhibit 7 of this Contract.

~~7.05.27.05.3 Disposal Facility~~. Except as set forth below, all Residential Solid Gray Container Waste Collected as a result of performing Residential Solid Waste Collection Service shall be transported to, and disposed of, at the Disposal Facility. ~~In the event the Disposal Facility is closed on a Work Day, the CONTRACTOR shall transport and dispose of the Residential Solid Waste at such other legally permitted disposal facility as designated in writing by the DISTRICT.~~ Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 17 of this Contract and may result in the CONTRACTOR being in default under this Contract.

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7.06 Residential Recycling Service. This service will be governed by the following terms and conditions:

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7.06.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be placed beside the Recycling Cart.

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~~7.06.2 Recycling - Improper Procedure~~. Except as set forth below in this Section 7.07.2, the CONTRACTOR shall not be required to Collect Recyclable Materials if the Service Recipient does not segregate the Recyclable Materials from Residential Solid Waste. If Recyclable Materials are contaminated through commingling with Residential Solid Waste, the CONTRACTOR shall, if practical, separate the Residential Solid Waste from the Recyclable Materials. The Recyclable Materials shall then be Collected and the Residential Solid Waste shall be left in the Recycling Cart along with a Non-Collection Notice explaining why the Residential Solid Waste is not considered a Recyclable Material. However, in the event the Recyclable Materials and Residential Solid Waste are commingled to the extent that they cannot easily be separated by the CONTRACTOR or the nature of the Residential Solid Waste renders the entire Recycling Cart contaminated, the CONTRACTOR will leave the Recycling Cart un-emptied along with a Non-Collection Notice that contains instructions on the proper procedures for setting out Recyclable Materials.

~~7.06.2 Material Recycling Facility - All Recycling - Improper Procedure~~. CONTRACTOR shall comply with Contamination procedures as specified in Exhibit 7 of this Contract.

7.06.3 Material Recycling Facility. All Source Separated Recyclable Materials Collected as a result of performing Residential Source Separated Recycling Collection Services shall be delivered to the Material Recycling Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 17 of this Contract and may result in the CONTRACTOR being in default under this Contract.

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7.06.4 Recycling – Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Contract amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

7.07 Residential Source Separated Green Container Organic Waste Collection Service. This service will be governed by the following terms and conditions:

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7.07.1 Leaf Collection. During the four (4) month period beginning December 1, ~~2013~~2022, and ending March 31, ~~2014~~2035, or any contiguous four (4) month period as directed by the DISTRICT, and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their Green Waste Cart/Container as part of Source Separated Green Container Organic Waste Collection Service. The leaves shall be placed in plastic lawn and leaf bags and closed in such a manner as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient.

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7.07.2 Christmas Tree Collection. The CONTRACTOR shall Collect Christmas Trees set out at the curb for Collection during the three-week period beginning December 26, ~~2013~~2022 and annually thereafter during the term of this Contract. CONTRACTOR shall deliver the Collected Christmas Trees to an appropriate facility for processing. This annual service shall be provided at no additional charge to the Service Recipient.

7.07.3 Non-Collection. Except as set forth in Sections 7.07.1 and 7.07.2 above, CONTRACTOR shall ~~not be required to collect any Green Waste that is not placed~~comply with Contamination procedures as specified in a Green Waste Cart. Furthermore, CONTRACTOR shall not be required to Collect any Green Waste bags, as set forth in Section Exhibit 7.08.1, that contain any material other than leaves. In the event of non-collection, CONTRACTOR shall affix to the Green Waste Cart or bags a Non-Collection Notice explaining why Collection was not made. CONTRACTOR shall maintain a copy of such notices during the term of this Contract.

7.08 GreenSource Separated Green Container Organic Waste Processing Services. CONTRACTOR shall ensure that all Source Separate Green Container Organic Waste Collected pursuant to this Contract is diverted from the landfill in accordance with AB 939 and subsequent legislation and regulations.

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7.08.1 CONTRACTOR shall ensure that the Green Waste Collected pursuant to this Contract is not disposed of in a landfill, except as a residue resulting from processing.

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7.08.2 Source Separated Green Container Organic Waste Processing Facility. CONTRACTOR shall deliver all Collected Source Separated Green Container Organic Waste to a fully permitted Green Waste Processing Facility or a fully permitted transfer station. All expenses related to Green Waste processing and marketing will be the sole responsibility of CONTRACTOR.

7.09 Large Item Collection Service. This service will be governed by the following terms and conditions:

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7.09.1 Conditions of Service. ~~The~~Beginning July 1, 2023, the CONTRACTOR shall provide Large Item Collection Service to all Residential Service Units in the Service Area whose Large Items 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the ~~CONTRACTOR'S~~CONTRACTOR'S Collection crew and vehicle. The Service Recipient shall be limited to six (6) cubic yards per Collection. Accordingly, CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of this limitation, or when containing Freon, in accordance with the "Additional or Special Large Item Collection" Service Rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract. Each Residential Service Unit in the Service Area shall be entitled to receive Residential Large Item Collection Service ~~up to four (4) times per Contract Year~~one time per Contract Year at no charge. Additional Residential Large Item Collection Service may be requested by each Residential Service Unit in accordance with the Approved Rate Schedule.

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7.09.2 Frequency of Service. Large Item Collection Service shall be provided on the Service Recipient's regularly scheduled service day. The Service Recipient shall not intentionally commingle residential Large Items with other Residential Waste.

7.09.3 Large Items Containing Freon. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as hazardous waste under applicable state and federal laws or regulations. Service shall be subject to the "Additional or Special Large Item Collection" Service Rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract.

7.09.4 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Large Items Collected from Residential Service Units pursuant to this Contract in accordance with the following hierarchy:

7.09.4.1 Reuse as is (where energy efficiency is not compromised)

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7.09.4.1.1. Disassemble for reuse or Recycling

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7.09.4.1.2. Recycle

7.09.4.1.3. Disposal

7.09.5 CONTRACTOR shall not landfill such Large Items unless the Large Items cannot be reused or recycled.

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~~7.09.6 DISTRICT Direction of Large Items.~~ The DISTRICT reserves the right to direct CONTRACTOR to take Large Items Collected pursuant to this Section 7.10 to a designated site or sites within Sacramento County for the purpose of permitting persons who will reuse or recycle such Large Items to obtain the Large Items at no cost. CONTRACTOR shall have no obligation to dispose of the Large Items or large item residue remaining at the directed site or sites after reusers and recyclers have removed reusable or recyclable Large Items.

7.09.6 CONTRACTOR use of DISTRICT Property. DISTRICT agrees to designate approximately 20,000 square feet of undeveloped and accessible DISTRICT property for use by CONTRACTOR for the temporary storage and consolidation of Large Items. CONTRACTOR may also use the property solely for the storage of Containers during the term of this Contract. CONTRACTOR shall not permit any Hazardous Waste to be stored on the property. CONTRACTOR shall not install improvements on the property without DISTRICT's written consent. CONTRACTOR agrees to be solely responsible for keeping the property clean and will remedy any unsanitary conditions upon forty-eight (48) hours' notice by DISTRICT.

7.10 Residential Household Battery Drop-Off Sites. At the DISTRICT'S request, CONTRACTOR shall donate to the DISTRICT up to four (4) total Household Battery kiosks for collection of Residential Household Batteries. CONTRACTOR has no responsibility for any damages or injuries that arise from or related to the Residential Household Battery Drop-Off Sites and their use. CONTRACTOR shall periodically visit each kiosk site to collect the Household Batteries for proper recycling.

~~7.40~~7.11 Residential Used Motor Oil Collection Service. This service will be governed by the following terms and conditions:

~~7.40.17~~7.11.1 Conditions of Service. In conjunction with the provision of Residential Recycling Collection Service, the CONTRACTOR shall provide Residential Used Motor Oil Collection Service to all Residential Service Units in the Service Area utilizing Used Motor Oil Containers for the accumulation and set-out of their Used Motor Oil, and Used Motor Oil Filter Containers for the accumulation and set out of their Used Motor Oil Filters where the Used Motor Oil Containers and Used Motor Oil Filter Containers 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the ~~CONTRACTOR'S~~CONTRACTOR'S Collection crew and vehicle.

~~7.40.27~~7.11.2 Non-Collection. CONTRACTOR shall not be required to collect material placed in Used Motor Oil or Used Motor Oil Filter Containers unless the material is Used Motor Oil or Used Motor Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Motor Oil or Used Motor Oil Filter. In the event of non-

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collection, CONTRACTOR shall affix to the Used Motor Oil or Used Motor Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Motor Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Motor Oil or Used Motor Oil Filter Containers in a number sufficient to contain the Used Motor Oil or Used Motor Oil Filters set out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used Motor Oil Filters along with the Non-Collection Notice.

7.10.37.11.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Motor Oil Collection Service and shall cleanup any Used Motor Oil that spills during Collection, which has leaked from the Used Motor Oil or Used Motor Oil Filter Container, or which spills or leaks during the time the Used Motor Oil or Used Motor Oil Filter is in the Collection vehicle. CONTRACTOR will not be responsible for any environmental impacts associated with any spills not caused directly by CONTRACTOR.

7.10.47.11.4 Used Motor Oil and Used Motor Oil Filter Containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of the DISTRICT or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Motor Oil Containers and Used Motor Oil Filter Containers in the number requested by the DISTRICT or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Motor Oil and two (2) Used Motor Oil Filters.

7.10.4.17.11.4.1 At the time CONTRACTOR Collects Used Motor Oil from a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Motor Oil Container for each Used Motor Oil Container Collected and one (1) Used Motor Oil Filter Container for each Used Motor Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Motor Oil and Used Motor Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

7.10.57.11.5 Segregation of Used Oil. CONTRACTOR shall keep all Used Motor Oil and Used Motor Oil Filters Collected pursuant to this Contract segregated from other materials.

7.10.67.11.6 Used Oil Processing. CONTRACTOR shall recycle all Used Motor Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Motor Oil and Used Motor Oil Filters that are contaminated or otherwise cannot be recycled.

7.10.6.17.11.6.1 CONTRACTOR shall recycle the Used Motor Oil only with persons who are authorized by the State of California to recycle Motor Oil. In the event the Used Motor Oil or Used Motor Oil Filters Collected pursuant to this Contract is contaminated to the extent that the Used Motor Oil or Used Motor Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Motor Oil or Used Motor Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

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~~7.10.6.27.11.6.2~~ CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any contamination which renders the Used Motor Oil unacceptable for recycling or which requires disposal of the Used Motor Oil or Used Motor Oil Filters as a Hazardous Waste.

~~7.11.7.12~~ Residential Used Cooking Oil Collection Service. This service will be governed by the following terms and conditions:

~~7.11.7.12.1~~ Conditions of Service. In conjunction with the provision of Residential Recycling Collection Service, the CONTRACTOR shall provide Residential Used Cooking Oil Collection Service to all Residential Service Units in the Service Area utilizing Used Cooking Oil Containers for the accumulation and set-out of their Used Cooking Oil Containers where the Used Cooking Oil Containers 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the ~~CONTRACTOR'S~~ CONTRACTOR'S Collection crew and vehicle.

~~7.11.7.12.2~~ Non-Collection. CONTRACTOR shall not be required to collect material placed in Used Cooking Oil Containers unless the material is Used Cooking Oil, , and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Cooking Oil. In the event of non-collection, CONTRACTOR shall affix to the Used Cooking Oil Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Cooking Oil was placed in an improper container, CONTRACTOR shall also leave Used Cooking Oil Containers in a number sufficient to contain the Used Cooking Oil set out, but not exceeding a number sufficient to hold sixteen (16) quarts, along with the Non-Collection Notice.

~~7.11.7.12.3~~ Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Cooking Oil Collection Service and shall cleanup any Used Cooking Oil that spills during Collection, which has leaked from the Used Cooking Oil Container, or which spills or leaks during the time the Used Cooking Oil is in the Collection vehicle. CONTRACTOR will not be responsible for any environmental impacts associated with any spills not caused directly by CONTRACTOR.

~~7.11.7.12.4~~ Used Cooking Oil Containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of the DISTRICT or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Cooking Oil Containers in the number requested by the DISTRICT or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Cooking Oil.

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~~7.11.4.1~~7.12.4.1 At the time CONTRACTOR Collects Used Cooking Oil from a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Cooking Oil Container for each Used Oil Container Collected. CONTRACTOR shall keep the outside of all Used Cooking Oil Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

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~~7.11.5~~7.12.5 Segregation of Used Cooking Oil. CONTRACTOR shall keep all Used Cooking Oil Collected pursuant to this Contract segregated from other materials.

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~~7.11.6~~7.12.6 Used Cooking Oil Processing. CONTRACTOR shall recycle all Used Cooking Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Cooking Oil that is contaminated or otherwise cannot be recycled.

~~7.11.6~~7.12.6.1 CONTRACTOR shall recycle the Used Cooking Oil only with persons who are authorized by the State of California to recycle Cooking Oil.

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7.12.6.2 CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any contamination which renders the Used Cooking Oil unacceptable for recycling.

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Article 8. Collection Routes

8.01 Service Routes. CONTRACTOR shall provide the DISTRICT with maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly commence. CONTRACTOR shall provide maps both in written form and electronic format in a manner approved by the DISTRICT.

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8.02 Service Route Changes. The CONTRACTOR shall submit to the DISTRICT, in writing, any proposed route change (including maps thereof) not less than thirty (30) calendar days prior to the proposed date of implementation. The CONTRACTOR shall not implement any route changes without the prior review of the Contract Administrator. If the change will change the Collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

8.02.1 Collection Route Audits. The DISTRICT reserves the right to conduct audits of CONTRACTOR'S Collection routes. The CONTRACTOR shall cooperate with the DISTRICT in connection therewith, including permitting DISTRICT employees or agents, designated by the Contract Administrator, to ride in the Collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the Contract Administrator to conduct such audits.

Article 9. Minimum Performance and Diversion Standards

9.01 Contract Extensions. In order to receive the Contract term extension offers set forth in Article 2 of this Contract, the CONTRACTOR must meet or exceed the following annual minimum performance and ~~diversion~~CalRecycle standards in each Contract Year

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beginning ~~January~~ July 1, 2014:2022 subject to the discretion of the DISTRICT regarding the enforcement of diversion standards.

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9.02 Performance Standards. Assessment of administrative charges, as set forth in Article 17 of this Contract of less than \$15,000 in each Contract Year beginning ~~January~~ July 1, 2014:2022.

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~~9.03~~ Minimum Diversion Standards

~~9.03.1.4~~ 9.03 ~~Fifty percent (50%) diversion~~ CalRecycle SB 1383 Hauler Requirements. Performance of all materials Collected under the terms of this Contract applicable SB 1383 hauler requirements as set forth in Article 5 and Exhibit 7 in each ~~Contract Year~~ calendar year beginning January 1, 2006:2023.

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Article 10. Collection Equipment

10.01 Equipment Specifications.

10.01.1 General Provisions. All equipment used by CONTRACTOR in the performance of services under this Contract shall be of high quality. The vehicles shall be designed and operated so as to prevent collected materials from escaping from the vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers shall be watertight and shall be operated so that liquids do not spill during Collection or in transit.

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10.01.2 All Collection Service vehicles utilized by CONTRACTOR pursuant to this Contract shall provide fully-automated Residential Collection Service except where such service is not feasible because of topographic or other physical factors. Where fully-automated Residential Collection Service is not feasible, CONTRACTOR shall consult with the Contract Administrator regarding the Residential Collection Service equipment to be utilized.

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10.01.3 Clean Air Fuel Vehicles. CONTRACTOR Collection vehicles shall ~~be inspected annually and~~ comply with all applicable, local, state and federal clean air requirements. ~~For the avoidance of doubt and without limitation, irrespective of when enacted in relation to the date hereof, the Parties expressly recognize and acknowledge that the Advanced Clean Fleets (ACF) regulation, and other enacted laws, all intended to contribute to the goals of Governor's Executive Order N-79-20, constitutes a Material Change in Law that justifies DISTRICT and CONTRACTOR engaging in the negotiation described in Section 4.03 as to an adjustment in the Maximum Service Rates.~~

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10.02 Lubricants. Except as approved in writing by the Contract Administrator on an individual vehicle basis, CONTRACTOR shall utilize re-refined motor oil and re-refined hydraulic oil in all vehicles used in CONTRACTORS performance of this Contract.

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~~40.02.4~~10.03 Large Items. Vehicles used for Collection of Large Items shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

~~40.03~~10.04 Collection Vehicles. CONTRACTOR shall not use any Collection vehicle that is ~~more than ten (10) years old or has more than 250,000 miles unless such vehicle is a Rebuilt Vehicle~~not CARB compliant.

~~40.03.4~~10.04.1 Registration. All vehicles used by CONTRACTOR in providing Collection Services under this Contract, except those vehicles used solely on CONTRACTORS premises, are to be registered with the California Department of Motor Vehicles.

~~40.03.2~~10.04.2 Safety Markings. All Collection equipment used by COLLECTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the DISTRICT and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

~~40.03.3~~10.04.3 Vehicle Signage and Painting. Collection vehicles shall be painted and numbered consecutively without repetition and shall have the ~~CONTRACTOR'S~~CONTRACTOR'S name, CONTRACTOR'S customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Source Separated Recyclable Materials and Source Separated Green Container Organic Waste programs. CONTRACTOR shall repaint all vehicles (including vehicles striping) during the term of this Contract on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator, ~~but not less often than every forty-eight (48) months beginning July 1, 2006.~~

~~40.04~~10.05 Collection Vehicle Noise Level. The noise level generated by Collection vehicles using compaction mechanisms during the compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response. If requested, CONTRACTOR shall cause the Collection vehicles to be tested annually during the months of March and April, beginning March of ~~2006~~2023, and shall submit a certificate of testing showing that the vehicles met the requirements of this Article.

~~40.05~~10.06 Vehicle Certification. For each Collection vehicle used in the performance of services under this Contract, CONTRACTOR shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated thereunder 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 thereunder, as applicable to the vehicle. CONTRACTOR shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the Contract Administrator.

~~40.05.4~~10.06.1 CONTRACTOR shall cause each vehicle in

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CONTRACTOR'S Collection fleet to be tested bi-annually in the California Heavy Duty Inspection Program (BIT) and shall submit written verification to the DISTRICT within ten (10) Work Days of the completion of such test. CONTRACTOR shall not use any vehicle that does not pass such inspection.

~~10.06~~10.07 Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to the DISTRICT. CONTRACTOR shall wash all Collection vehicles at least once a week.

~~10.07~~10.08 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to the DISTRICT by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicles CONTRACTOR assigned identification number, date purchased or leased, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

~~10.07.1~~10.08.1 Equipment Inventory. CONTRACTOR shall provide to the DISTRICT an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Contract. The inventory shall indicate each Collection vehicle by CONTRACTOR 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. Annually at the request of the Contract Administrator, CONTRACTOR shall submit, either by fax or e-mail, an updated inventory. 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 CONTRACTOR. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all Collection vehicles meet the requirements of this Contract.

~~10.07.2~~10.08.2 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

Article 11. Contractor's Office

11.01 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office where DISTRICT and Service Recipient complaints can be received. Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 7:00 a.m. to 5:00 p.m. on all Work Days. The CONTRACTOR shall provide

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either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day morning. CONTRACTOR shall provide a local phone number or a toll free phone number.

11.01.1 Emergency Contact. The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

11.01.2 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish. CONTRACTOR shall at all times maintain the capability or responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

11.01.3 Service Recipient Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least eight (8) incoming calls at one time. CONTRACTOR shall record all service complaints into a customer service log.

11.01.4 All incoming calls will be answered within 5 rings. Any call "on-hold" in excess of 1.5 minutes shall have the option to remain "on-hold" or to leave a message and receive a call back. CONTRACTOR'S customer service representative shall return Service Recipient 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. 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. CONTRACTOR shall make minimum of three (3) attempts within twenty-four hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

Article 12. Other Services

12.01 Public Outreach and Education Services. CONTRACTOR, at their own expense, shall prepare, submit and implement an annual (calendar year) Public Education and Outreach Program beyond any provided by the DISTRICT. The proposed action plan must be submitted annually for DISTRICT approval no later than October 1st. The program must include a minimum of four campaigns per calendar year, designed to increase diversion and resident participation. Campaigns should meet all SB 1383 requirements described in Exhibit 7 and any Collection routes in the CONTRACTOR'S Service Area where improvements can be maximized. Campaigns should target certain Recyclable Materials or "problem" areas of the CONTRACTOR'S 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 Administrator and CONTRACTOR staff. Additionally, CONTRACTOR shall provide a quarterly article for the DISTRICT to post on their website 'News & Updates' tab.

12.02 Annual Collection Service Notice. Each year during the term of this Contract, the CONTRACTOR shall publish and distribute a notice to all Residential Service Units regarding the Residential Collection Service programs. The notice shall contain at a

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minimum; definitions of the materials to be Collected, procedures for setting out the materials, maps of the Service Area indicating the days when Residential Solid Waste Collection Service, Large Item Collection Service, Residential Used Oil Collection Service, Residential Recycling Collection Service, and Green Waste Collection Service will be provided, and the CONTRACTOR customer service phone number. The notice shall be provided in English, and shall be distributed by the CONTRACTOR no later than October 15, 2005 preceding the Initial Contract Period and no later than Jan. 1st preceding each Contract Year thereafter.

12.03 Programs and Services. CONTRACTOR shall provide additional services and programs as requested by the DISTRICT at a price to be mutually agreed upon between the CONTRACTOR and the Contract Administrator. In the event the CONTRACTOR and the Contract Administrator cannot reach a mutually agreed upon price for the requested service or program, the DISTRICT shall have the right to procure the service of other vendors or contractors to provide the requested service.

12.04 News Media Relations. CONTRACTOR shall notify the Contract Administrator by fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services, CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

12.04.1 Copies of draft news releases or proposed trade journal articles shall be submitted to the DISTRICT for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to the DISTRICT simultaneously with CONTRACTOR'S submittal to such regulatory agency.

12.04.2 Copies of articles resulting from media interviews or news releases shall be provided to the DISTRICT within five (5) Work Days after publication.

Article 13. Emergency Service Provisions

13.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator 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 CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime

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hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Contract, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in this Contract provided the CONTRACTOR has first secured written authorization and approval from the DISTRICT through the Contract Administrator.

Article 14. Record Keeping and Reporting Requirements

14.01 Record Keeping.

14.01.1 Accounting Records. CONTRACTOR shall maintain, 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. Such records, pertaining to service in the District, shall be subject to audit, copy, and inspection. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than three (3) ~~(article 3.9)~~ years following the close of each of the ~~CONTRACTOR'S~~ CONTRACTOR'S fiscal years.

14.01.2 Contract Materials Records. CONTRACTOR shall maintain records of the quantities of (i) Residential Waste Collected and disposed under the terms of this Contract, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue disposed.

14.01.3 SB 1383 Compliance. CONTRACTOR shall maintain all records of SB 1383 compliance activities described in Exhibit 9.

~~14.01.3~~ 14.01.4 Other Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 14 or elsewhere in the Contract.

14.02 Annual Reporting.

14.02.1 General. Annual reports shall be submitted no later than April 1 for the previous Contract Year. Annual reports shall be submitted in ~~hard copy~~ the CalRecycle format, and shall be provided electronically ~~on a CD using software acceptable~~ via email to the DISTRICT.

14.02.2 Diversion Reports. CONTRACTOR shall prepare annual reports for submittal to the DISTRICT for review and comment, and CONTRACTOR revision as needed. The DISTRICT shall submit the final report to the Sacramento County, if required. CONTRACTOR shall submit a draft report format to the DISTRICT annually by March 1. CONTRACTOR shall finalize the format in a form approved by the DISTRICT.

14.02.3 SB 1383 Compliance Reports. CONTRACTOR shall prepare annual reports for submittal to the DISTRICT for review and comment, and CONTRACTOR revision as needed using the CalRecycle SB 1383 format. CONTRACTOR shall submit a draft report format to the DISTRICT annually by March 1. CONTRACTOR shall finalize the format in a form approved by the DISTRICT.

~~14.02.3~~ 14.02.4 DISTRICT Reports. Annual reports to the DISTRICT shall include:

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~~14.02.3.1~~ 14.02.4.1 Public education and information activities undertaken during the year, including distribution of bill inserts, 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 Service Units.

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~~14.02.3.2~~ 14.02.4.2 An analysis of any Recycling and Green Waste Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for Residential programs.

~~14.02.3.3~~ 14.02.4.3 An electronic listing of all Residential Service Units including service recipient name, and address, billing name and address if different, and container size by service type. This report shall be in a format acceptable to the DISTRICT.

14.03 Additional DISTRICT Report Information to be Submitted as Requested.

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14.03.1 the DISTRICT may also require that the annual reports include some or all of the following information and data:

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14.03.2 Solid Waste Gray, Blue and Green Container Collection Data.

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- ~~The number of Residential Service Units; and~~
- ~~The number of Carts distributed by size.~~

14.03.3 Recycling Data:

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- Tons Collected daily on average by material type by route for Residential ~~Recycling~~ Collection Service;
- The average participation rates by quarter, relative to the total number of ~~Residential~~ Service Units, and by material type;
- Quarterly totals of ~~Recyclable Materials~~ material processed and sold including facility name and location, average price received per ton and total recycling revenue received for the quarter;
- Quantities, if any, by material type, donated or otherwise disbursed without compensation;
- Number of ~~Recycling~~ Carts distributed by size; and
- Quarterly totals and location for residue disposed.

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14.03.4 Green Waste Data:

- ~~Average daily tons Collected by route;~~
- ~~Average daily number of set-outs by route;~~



- ~~Average participation rates relative to the total number of Residential Service Units in terms of weekly set-out counts;~~
- ~~Number of Green Waste Carts distributed by size; and~~
- ~~Totals and location for residue disposed.~~

~~14.03.5~~ 14.03.3 **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 pickups and responses to such calls.

~~14.03.5.1~~ 14.03.3.1 A summary narrative of problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-Collection Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity.

14.03.4 **Contamination Monitoring.** A summary narrative of the SB 1383 Contamination monitoring activities and findings and actions taken.

~~14.03.6~~ 14.03.5 **Cart Inventory.** An updated complete inventory of Carts by type and size.

~~14.03.7~~ 14.03.6 **Additional Reporting.** The CONTRACTOR shall furnish the DISTRICT with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

Article 15. Nondiscrimination

15.01 Nondiscrimination. In the performance of all work and services under this Contract, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status or sexual orientation. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

Article 16. Service Inquiries and Complaints

16.01 CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the Contract Administrator

16.01.1 The CONTRACTOR will utilize the Customer Service Log to maintain a record of all inquiries and complaints in a manner prescribed by the DISTRICT.

16.01.2 For those complaints related to missed Collections that are received by 1:00 p.m. on a Work Day, the CONTRACTOR will return to the Residential Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day, the CONTRACTOR shall have until the end of the following Work Day

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to resolve the complaint. For those complaints related to repair or replacement of carts, the appropriate Sections of this Contract shall apply

16.01.3 CONTRACTOR agrees that it is in the best interest of the DISTRICT that all Residential Waste, Recyclable Materials, and Green Waste 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. However, in the event a Service Recipient requests missed Collection service more than two (2) times in any consecutive two (2) month period the Contract Administrator will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail. The Contract Administrator will investigate all disputed complaints and render a decision.

Article 17. Quality of Performance of Contractor

17.01 Intent. CONTRACTOR acknowledges and agrees that one of the DISTRICT'S primary goals in entering into this Contract is to ensure that the Collection Services are of the highest caliber, that Service Recipient 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.

17.02 Service Supervisor. CONTRACTOR shall assign a qualified supervisor to be in charge of the Collection Service within the Service Area and shall provide the name of that person in writing to the Contract Administrator within thirty (30) days of the execution of this Contract, and annually by May 1st of each subsequent Contract Year of the term of this Contract, and any other time the person in that position changes. The supervisor shall be available to the Contract Manager through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services in the Service area. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

17.03 Contract Manager. CONTRACTOR shall designate a Contract Manager and shall provide the name of that person in writing to the DISTRICT within thirty (30) days of the execution of this Contract and annually by May 1st of each subsequent Contract Year of this Contract and any other time the person in that position changes. The Contract Manager shall be available to the DISTRICT through the use of telecommunications equipment at all times that CONTRACTOR is providing Collection Services in the Service Area. The Contract Manager shall provide the DISTRICT with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

17.04 Administrative Charges. It shall be the duty of CONTRACTOR to perform services under this Contract in such a manner as to implement the goals set forth in

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Section 17.01 above. In the event CONTRACTOR fails to perform the services set forth in this Contract, the DISTRICT may assess a one hundred dollar (\$100.00) administrative charge against CONTRACTOR for each incident of the following:

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Administrative Charges

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a.	Failure or neglect to resolve each complaint within the time set forth in this Contract.
b.	Failure to clean up spillage or litter caused by CONTRACTOR.
c.	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.
e.	Failure to have a vehicle operator properly licensed.
f.	Failure to maintain office hours as required by this Contract.
g.	Failure to maintain or timely submit to the DISTRICT all documents and reports required under the provisions of this Contract.
h.	Failure to properly cover materials in Collection vehicles.
i.	Failure to display CONTRACTOR'S name and customer service phone number on Collection vehicles.
j.	Failure to comply with the hours of operation as required by this Contract.
k.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.
l.	Changing routes without proper notification to the Contract Administrator.
m.	Commingling Residential Solid <u>Gray Container</u> Waste with <u>Recyclable Source Separated</u> Materials.
n.	Commingling of materials Collected inside and outside the Rancho Murieta Community Services DISTRICT.
o.	Failure to place empty cart in an upright position, with the lid closed as required by this Contract.
p.	Failure to repair or replace damaged carts within the time required by this Contract.
q.	Failure to deliver or exchange carts within the time required by this Contract.
r.	Failure to have CONTRACTOR personnel in proper uniform.
s.	Disposal of <u>Source Separated</u> Recyclable Materials in the Disposal Facility without first obtaining the required permission of the DISTRICT.
t.	Failure to provide required communications equipment.

Administrative Charges

u.	Failure to deliver any Collected materials to the Disposal Facility, Materials Recycling Facility, or Green Waste Processing Facility , as appropriate <u>facility</u> , except as otherwise expressly provided in this Contract.
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17.05 Procedure for Review of Administrative Charges. The Contract Administrator may assess administrative charges pursuant to this Article 17 on a monthly basis. At the end of each month during the term of this Contract, the Contract Administrator shall issue a written notice to CONTRACTOR ("Notice of Assessment") of the administrative charges assessed and the basis for each assessment.

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17.05.1 The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the Contract Administrator to present evidence that the assessment should not be made.

17.05.2 The Contract Administrator shall schedule a meeting with the CONTRACTOR as soon as reasonably possible after timely receipt of CONTRACTOR'S request.

17.05.3 The Contract Administrator shall review CONTRACTOR'S evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

17.05.4 In the event CONTRACTOR does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Contract Administrator's determination shall be final and the administrative charges shall be due within thirty (30) calendar days of the date of the Notice of Assessment.

17.05.5 The DISTRICT'S assessment or collection of administrative charges shall not prevent the DISTRICT from exercising any other right or remedy, including the right to terminate this Contract, for CONTRACTOR'S failure to perform the work and services in the manner set forth in this Contract.

Article 18. Performance Bond

18.01 Performance Bond. Within ten (10) calendar days from the date the DISTRICT approves this Contract, the CONTRACTOR shall furnish to the DISTRICT, and keep current, a Performance Bond in a form as set forth in Exhibit 3, or as agreed to by the parties, which is included in and attached to this Contract, for the faithful performance of this Contract and all obligations arising hereunder in an amount as follows:

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18.01.1 From July 1, ~~2013~~2022 and so long as this Contract or any extension thereof shall remain in force, the CONTRACTOR shall maintain a performance bond in the amount of fifty thousand dollars (\$50,000).

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18.01.1.1 The performance bond shall be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States.

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18.01.2 Letter of Credit. As an alternative to the performance bond required by this Section 18.01, at the DISTRICT'S option, CONTRACTOR may deposit with the DISTRICT an irrevocable letter of credit in an amount as set forth in Sections 18.01.1. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the DISTRICT'S name, and be callable at the discretion of the DISTRICT. Nothing in this Section shall, in any way, obligate the DISTRICT to accept a letter of credit in lieu of the performance bond.

Article 19. Insurance

19.01 Insurance Policies. CONTRACTOR shall secure and maintain throughout the term of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONTRACTOR'S performance of work or services under this Contract. CONTRACTOR'S performance of work or services shall include performance by CONTRACTOR'S employees, agents, representatives and subcontractors.

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19.01.1 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

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

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

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

19.01.3 Hazardous Waste and Environmental Impairment Liability Insurance.

19.02 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

19.02.1 Comprehensive General Liability: \$3,000,000 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 Contract or the general aggregate limit shall be \$5,000,000.

19.02.2 Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.

19.02.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$3,000,000 per accident.

19.02.4 Hazardous Waste and Environmental Impairment Liability: \$3,000,000 per occurrence.

19.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the DISTRICT. At the option of DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the DISTRICT.

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

19.04.1 General Liability and Automobile Liability Coverage.

19.04.1.1 The DISTRICT, its officers, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its officers, employees, agents and contractors.

19.04.1.2 CONTRACTOR'S insurance coverage shall be primary insurance as respects the DISTRICT, its officers, employees, agents and contractors. Any insurance, or self-insurance maintained by the DISTRICT, its officers, employees, agents or contractors shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

19.04.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its officers, employees, agents, or contractors.

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

19.04.1.5 The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, if applicable, and add the Motor Carrier Act endorsement (MCS-90) TL 1005, TL 1007.

19.04.2 All Coverage. Each insurance policy required by this Contract 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 the DISTRICT.

19.05 Verification of Coverage. CONTRACTOR shall furnish the DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this Contract. 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. CONTRACTOR shall furnish the DISTRICT with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

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

General Manager/District Engineer
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

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19.06 Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

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

19.08 Rights of Subrogation. All required insurance policies shall preclude any ~~underwriter's~~ underwriter's rights of recovery or subrogation against the DISTRICT 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. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against the DISTRICT for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the DISTRICT is named as an additional insured shall not apply to the DISTRICT.

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Article 20. Indemnification

20.01 Mutual/Reciprocal Indemnification ~~of DISTRICT.~~ Each of CONTRACTOR and the DISTRICT shall indemnify and hold harmless the ~~DISTRICT~~ other, the ~~DISTRICT'S~~ other's contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them, from and against any and all claims, costs,

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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 ~~CONTRACTOR~~ indemnifying party, 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 indemnifying party, or an agent or employee of said party in the performance of the services. 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. ~~CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the DISTRICT, to defend any action against the DISTRICT that falls within the scope of this indemnity, or the DISTRICT, at the DISTRICT'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 CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notice from the DISTRICT, fails to make any payment due under this Contract to the DISTRICT, CONTRACTOR shall pay any reasonable attorneys' fees or costs incurred by the DISTRICT in securing any such payment from CONTRACTOR. Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the DISTRICT that such amount is due, be made by CONTRACTOR prior to the DISTRICT being required to pay same, or in the alternative, the DISTRICT, at the DISTRICTS option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the DISTRICT for same, together with interest thereon at the rate of 12% per annum simple interest from the date of receipt by CONTRACTOR of written notice from the DISTRICT that such payment is due.~~

20.02 CONTRACTOR agrees to protect and defend the DISTRICT with counsel selected by CONTRACTOR and approved by the DISTRICT, to pay all attorneys' fees, and to indemnify and hold the DISTRICT harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board 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 DISTRICT with respect to the Materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Contract.

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

20.04 Obligation. The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision;

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however, the collateral obligation of providing insurance must also be complied with as set forth in Article 21 above.

20.05 Subcontractors. The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies the DISTRICT in accordance with this Contract.

~~20.06 Exception. Notwithstanding Sections 20.01, 20.02 and 20.03, CONTRACTOR'S obligation to indemnify, hold harmless and defend the DISTRICT, its officers and employees shall not extend to any loss, liability, penalty, pain, damage, action or suit resulting from the sole negligence or willful misconduct of the DISTRICT its officers or employees.~~

~~20.07~~20.06 Damage by CONTRACTOR. If CONTRACTOR'S employees or subcontractors cause any injury, damage or loss to the DISTRICT property, including but not limited to DISTRICT streets or curbs, CONTRACTOR shall reimburse the DISTRICT for the DISTRICT'S cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the DISTRICT to be indemnified by CONTRACTOR for any such injury, damage or loss. With the prior written approval of the DISTRICT, CONTRACTOR may repair the damage at CONTRACTORS sole cost and expense.

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Article 21. Default of Contract

21.01 Termination for Default. The DISTRICT may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 37, upon the happening of any one of the following events:

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21.01.1 The CONTRACTOR 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

21.01.2 By order or decree of a Court, the CONTRACTOR 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 CONTRACTOR, 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, said default shall be deemed immediate; or

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

21.01.3 The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due the DISTRICT and said

default is not cured within thirty (30) calendar days of receipt of written notice by the DISTRICT to do so; or

21.01.4 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by the DISTRICT to do so; or

21.01.5 In the event that the monies due the DISTRICT under Section 23.01.3 above or an unsatisfied final judgment under Section 21.01.4 above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the DISTRICT Attorney; or

21.01.6 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the DISTRICT pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) calendar days of receipt of written notice by the DISTRICT 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 CONTRACTOR of written demand from the DISTRICT to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR 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 said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, the DISTRICT may secure the ~~CONTRACTOR'S~~CONTRACTOR'S records on the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of the DISTRICT under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the DISTRICT.

21.02 Termination for Habitual Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Article, in the event that the ~~CONTRACTOR'S~~CONTRACTOR'S record of performance show that the CONTRACTOR has frequently, regularly or repetitively defaulted in the material performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the DISTRICT and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR 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 said defaults shall be considered

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cumulative and collectively shall constitute a condition of irredeemable default. The DISTRICT shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the DISTRICT may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the ~~DISTRICT'S~~DISTRICT'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Contract.

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21.03 Immediate Termination for Bond or Insurance Default. The DISTRICT may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Contract within seven (7) days of such notice, CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Contract, CONTRACTOR fails to provide the proof of insurance as required by this Contract, or CONTRACTOR offers or gives any gift prohibited by the DISTRICT.

~~21.03~~21.04 Effective Date of Termination. In the event of ~~the aforesaid events specified above~~Contract termination as provided in sections 21.01, 21.02, or 21.03, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the ~~DISTRICT'S~~DISTRICT'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the DISTRICT under this Contract to the CONTRACTOR shall cease, and the DISTRICT 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 CONTRACTOR for failure to perform shall reimburse the DISTRICT all direct and indirect costs of providing interim Collection Services.

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~~21.04 Immediate Termination.~~ The DISTRICT may terminate this Contract immediately upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Contract, CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Contract, CONTRACTOR fails to provide the proof of insurance as required by this Contract, or CONTRACTOR offers or gives any gift prohibited by the DISTRICT.

21.05 Termination Cumulative. The DISTRICT'S right to terminate this Contract is cumulative to any other rights and remedies provided by law or by this Contract.

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Article 22. Modifications to the Contract

22.01 Modifications. The DISTRICT shall have the power to make changes in this Contract as the result of changes in law, to impose new rules and regulations on the CONTRACTOR under this Contract 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 DISTRICT shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing

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Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

~~22.04.1~~22.02 Change in Law. The DISTRICT and the CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation 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 Contract. In the event any future change materially alters the obligations of the CONTRACTOR, then the affected Collection Service Rates, as established in Exhibit 1 of this Contract shall be adjusted. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The DISTRICT and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract 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 Contract, the DISTRICT and the CONTRACTOR 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 CONTRACTOR due to any modification in the Contract under this Article. The DISTRICT and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

Article 23. Legal Representation

23.01 Acknowledgement. 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 Contract 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.

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Article 24. Financial Interest

24.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the DISTRICT has a financial interest, directly or indirectly, in this Contract or the compensation to be paid under it and, further, that no DISTRICT employee who acts in the DISTRICT as a "purchasing agent" as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the DISTRICT, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such DISTRICT employee, purchasing agent, DISTRICT elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a

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material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than three percent (3%) of the total assets or capital stock of the CONTRACTOR.

Article 25. ~~Contractor's~~ Contractor's Personnel

25.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR 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.

25.01.1 The DISTRICT may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

25.01.2 CONTRACTOR'S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR'S name. CONTRACTOR'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.

25.01.3 Each driver of a Collection vehicle shall at all times carry a valid California ~~driver's~~ driver's license and all other required licenses for the type of vehicle that is being operated.

25.01.4 Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

25.01.5 CONTRACTOR'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 DISTRICT.

25.01.6 The ~~CONTRACTOR'S~~ CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all Collection vehicles.

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Article 26. Exempt Waste

26.01 The CONTRACTOR 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 Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations. If CONTRACTOR decides at its sole discretion to offer such services, said services are outside the scope of this Contract and at the sole risk of CONTRACTOR.

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Article 27. Independent Contractor

27.01 In the performance of services pursuant to this Contract, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of the DISTRICT. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR nor its officers, employees,

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agents, contractors or subcontractors shall obtain any right to retirement benefits, Workers Compensation benefits, or any other benefits which accrued to DISTRICT employees and CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

Article 28. Laws to Govern

28.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of the DISTRICT and CONTRACTOR under this Contract and shall govern the interpretation of this Contract.

Article 29. Consent to Jurisdiction

29.01 The parties agree that any litigation between the DISTRICT and CONTRACTOR concerning or arising out of this Contract shall be filed and maintained exclusively in the Superior Courts of Sacramento County, State of California, or in the United States DISTRICT Court for the Eastern DISTRICT of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

Article 30. Assignment

30.01 No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the DISTRICT. ~~The DISTRICT shall have full discretion to approve or deny, with or without cause, any proposed or actual assignment by the CONTRACTOR.~~ which shall not be unreasonably withheld. CONTRACTOR shall provide information to DISTRICT's satisfaction showing the qualifications, equipment, and financial capabilities necessary for the proposed assignee to successfully complete this Contract. Any assignment of this Contract made by the CONTRACTOR without the express written consent of the DISTRICT shall be null and void and shall be grounds for the DISTRICT to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the DISTRICT under this Contract to the CONTRACTOR shall cease, and the DISTRICT shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

30.02 The use of a subcontractor to perform services under this Contract shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for ~~directing~~ the satisfactory completion

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of any work performed by CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in Exhibit 6, which is attached to and incorporated in this Contract, are hereby approved by the DISTRICT.

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Article 31. Compliance with Laws

31.01 In the performance of this Contract, CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation those of the DISTRICT.

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31.02 The DISTRICT shall provide written notice to CONTRACTOR of any planned amendment to applicable laws, regulations, ordinances and codes of the DISTRICT that would substantially affect the performance of CONTRACTOR'S services pursuant to this Contract. Such notice shall be provided at least thirty (30) calendar days prior to the DISTRICT'S approval of such an amendment.

Article 32. Permits and Licenses

32.01 CONTRACTOR 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 Contract. CONTRACTOR 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 Administrator.

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Article 33. Ownership of Written Materials

33.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by the DISTRICT or CONTRACTOR in connection with exclusively for the services to be performed under this Contract, whether developed directly or indirectly by the DISTRICT or CONTRACTOR shall be and shall remain the property of the DISTRICT without limitation or restrictions on the use of such materials by the DISTRICT. CONTRACTOR shall not use such materials in connection with any project not connected with this Contract without the prior written consent of the Contract Administrator. This Article 33 does not apply to ideas or concepts described in such materials and do not apply to the format of such materials.

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Article 34. Waiver

34.01 Waiver by the DISTRICT or CONTRACTOR of any breach for violation of any term covenant or condition of this Contract 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 the DISTRICT of any fee, tax, or any other monies which may become due from CONTRACTOR to the DISTRICT shall not be deemed to be a waiver by the DISTRICT of any breach for violation of any term, covenant or condition of this Contract.

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Article 35. Prohibition Against Gifts

35.01 CONTRACTOR represents that CONTRACTOR is familiar with the DISTRICT'S prohibition against the acceptance of any gift by a DISTRICT officer or designated employee. CONTRACTOR shall not offer any DISTRICT officer or designated employee any gifts prohibited by the DISTRICT.

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Article 36. Point of Contact

36.01 The day-to-day dealings between the CONTRACTOR and the DISTRICT shall be between the CONTRACTOR and the Contract Administrator.

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Article 37. Notices

37.01 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:

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As to the DISTRICT:

Contract Administrator
General Manager/~~DISTRICT~~District Engineer
Rancho Murieta Community Services ~~DISTRICT~~District
15160 Jackson Road
Rancho Murieta, CA 95683
Telephone: (916) 354-3700
Fax: (916) 354-2082

As to the CONTRACTOR:

David Vaccarezza, Owner
California Waste Recovery Systems, LLC
~~P.O. Box 670~~
~~Woodbridge~~175 Enterprise Court
Galt, CA ~~95258~~95632
Telephone:- (916) 354-4154
Fax: (209) 369-2703

37.02 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. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or

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holidays, will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

37.03 Notice by the DISTRICT to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent to CONTRACTOR through the Customer Service System by the end of the Work Day.

Article 38. Transition to Next Contractor

38.01 In the event CONTRACTOR is not awarded a Contract to continue to provide Collection Services following the expiration or early termination of this Contract, CONTRACTOR shall cooperate fully with the DISTRICT and any subsequent contractors to assure a smooth transition of services described in this Contract. 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 Service Recipients; providing a complete inventory of all carts and bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Contract; taking all actions necessary to transfer ownership of carts and bins, as appropriate, to the DISTRICT; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Contract and providing other reports and data required by this Contract.

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Article 39. Contractor's Records

39.01 CONTRACTOR 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 charged to Service Recipients for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Contract.

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39.02 CONTRACTOR shall maintain all documents and records which demonstrate performance under this Contract 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 Contract.

39.03 Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, the DISTRICT Attorney, DISTRICT Auditor, DISTRICT General Manager/DISTRICT Engineer, or a designated representative of any of these officers. Copies of such documents shall be provided to the DISTRICT for inspection at the DISTRICT offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Contract.

39.04 Where the DISTRICT has reason to believe that such records or documents may be lost or discarded due to the dissolution, disbandment or termination of CONTRACTOR'S business, the DISTRICT may, by written request or demand of any of the

above named officers, require that custody of the records be given to the DISTRICT and that the records and documents be maintained in the DISTRICT Administrative Office. Access to such records and documents shall be granted to any party authorized by CONTRACTOR, CONTRACTOR'S representatives, or CONTRACTOR'S successor-in-interest.

Article 40. Entire Contract

40.01 This Contract and the Exhibits attached hereto constitute the entire Contract 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. Any prior oral or written discussions, communications, or understandings between the parties shall be of no legal effect unless specifically incorporated in this written Contract and/or addendums thereto.

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Article 41. Severability

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

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Article 42. Right to Require Performance

42.01 The failure of the DISTRICT at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the DISTRICT thereafter to enforce same. Nor shall waiver by the DISTRICT 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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Article 43. All Prior Contracts Superseded

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

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Article 44. Headings

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

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Article 45. Exhibits

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

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Article 46. Effective Date

46.01 This Contract shall become effective at such time as it is properly executed by the DISTRICT and the CONTRACTOR and the CONTRACTOR shall begin Services, as covered herein, as of ~~July~~ January 1, 2013 ~~2013~~ 2023.

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IN WITNESS WHEREOF, the DISTRICT and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

**RANCHO MURIETA COMMUNITY
SERVICES DISTRICT**

CONTRACTOR

By: _____
Signature

By: _____
Signature

Title: _____

Title:
David Vaccarezza, President
CWR Industries, Inc.
Managing Member of California Waste
Recovery Systems, LLC

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Signature

Title: DISTRICT's Counsel

Date: _____

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APPROVED RATE SHEET

**EXHIBIT 1
CONTRACTOR COLLECTION SERVICE RATES ~~WITHOUT~~
FRANCHISE FEE**

EFFECTIVE ~~07/01/2012~~ **01/01/2023**

~~A. COLLECTION SERVICES~~ **COLLECTION SERVICES - Rates include weekly gray trash service, weekly 95-gallon green organics waste collection and bi-weekly 95-gallon blue recyclables collection and are based upon gray trash cart size selected.**

Beginning July 1, 2023, rates will be adjusted annually according to the provisions of Section 4.02, plus the phased-in adjustments for weekly organics collection, as shown below on July 1, 2023 and July 1 2024. Thereafter, adjustments per Section 4.02 will apply.

1	Garbage Cart Sizes (gallons)	38	64	96
2	Disposal Charge Per Ton — Solid Waste		\$30.00	
3	Monthly Per Unit Solid Waste Generation Factor	0.03	0.08	0.2
4	Disposal Element	\$4.02	\$2.22	\$5.23
5	Monthly Collection Element Trash Cart Size	\$44.74	\$15.14 Large Item and Phased organics collection rate added to the new Collection Service Rates After Section 4.02 CPI adjustment	\$21.40 Phased organics collection rate added to the new Collection Service Rates After Section 4.02 CPI adjustment
6	TOTAL MONTHLY COLLECTION RATE (Lines A4 + A5) 35	\$45.73	\$17.33	\$26.63
	Gallon Gray Cart	24.49	5.24	3.50
	-65 Gallon Gray Cart	-\$30.43	-\$5.24	-\$3.50
	95 Gallon Gray Cart	\$51.85	\$5.24	\$3.50

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B. ADDITIONAL CARTS				
1	38 35 94 95 Gray Garbage Cart Sizes (gallons)	38 35	64 65	94 95
2	MONTHLY COST FOR EACH ADDITIONAL GRAY GARBAGE CART	\$7.74 9.06	\$9.66 \$12.08	\$20.59 27.76
3	MONTHLY COST FOR EACH ADDITIONAL BLUE RECYCLING CART IN EXCESS OF ONE (1) BLUE RECYCLING CART	N/A	\$6.16 N/A	\$6.16 7.47
4	MONTHLY COST FOR EACH ADDITIONAL GREEN ORGANICS WASTE CART IN EXCESS OF TWO (2) GREEN ORGANIC WASTE CARTS	N/A	\$6.16 N/A	\$6.16 7.47
C. ADDITIONAL LARGE ITEM COLLECTION SERVICE RATE (ON-CALL)				

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C. DISCOUNT FOR GREEN WASTE EXEMPTION			
4	Garbage Cart Sizes (gallons)	38	64 96
2	MONTHLY DISCOUNT FOR GREEN WASTE EXEMPTION	\$2.00	
-			
D. ADDITIONAL LARGE ITEM COLLECTION SERVICE RATE (ON-CALL)			
1	Additional Large Item Size	1 Cu. Yd.	
2	Disposal Charge Per Ton - Large Item Collection Rate	\$3074.00	
3	Per Unit Large Item Generation Factor	0.05	
4	Disposal Element (Line D2 multiplied by Line D3)	\$1.50	
5	Collection Element	\$33.32	
6	TOTAL D. LARGE ITEM CONTAINING FREON COLLECTION SERVICE RATE (Lines D4 + D5 ON-CALL)	\$34.82	
-1	Additional Cost Per Large Item Containing Freon	\$53.50	
E. EXCESS CART EXCHANGE SERVICE RATE (Each occurrence)			
1	Garbage Cart Sizes (gallons)	3835	6465 9695
2	EXCESS CART DELIVERY SERVICE RATE Excess Cart Delivery Service Rate	\$17.05 20.58	

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F. EMERGENCY SERVICE RATES			
1	Laborer (per hour)	\$ 42.65 50.57	
2	Automated truck (Hoil) with driver (per hour)	\$ 109.67 133.06	
3	Front loader truck (White) with driver (per hour)	\$ 103.58 125.67	
4	Roll off truck (White) with driver (per hour)	\$ 103.58 125.67	
5	Forman Foreman and pickup (GMC) (per hour)	\$6973.91	
6	Transfer truck and trailer with driver (White/Wilkins) (per hour)	\$ 109.67 133.06	
G. EXTRAS/SPECIAL RATES FOR DUMPING TRASH CARTS			
1	Garbage Cart Sizes (gallons)	35	65
2	Rate for Dumping Extra/Special Trash Cart per Occurrence	\$8.27	\$13.94
			\$20.91

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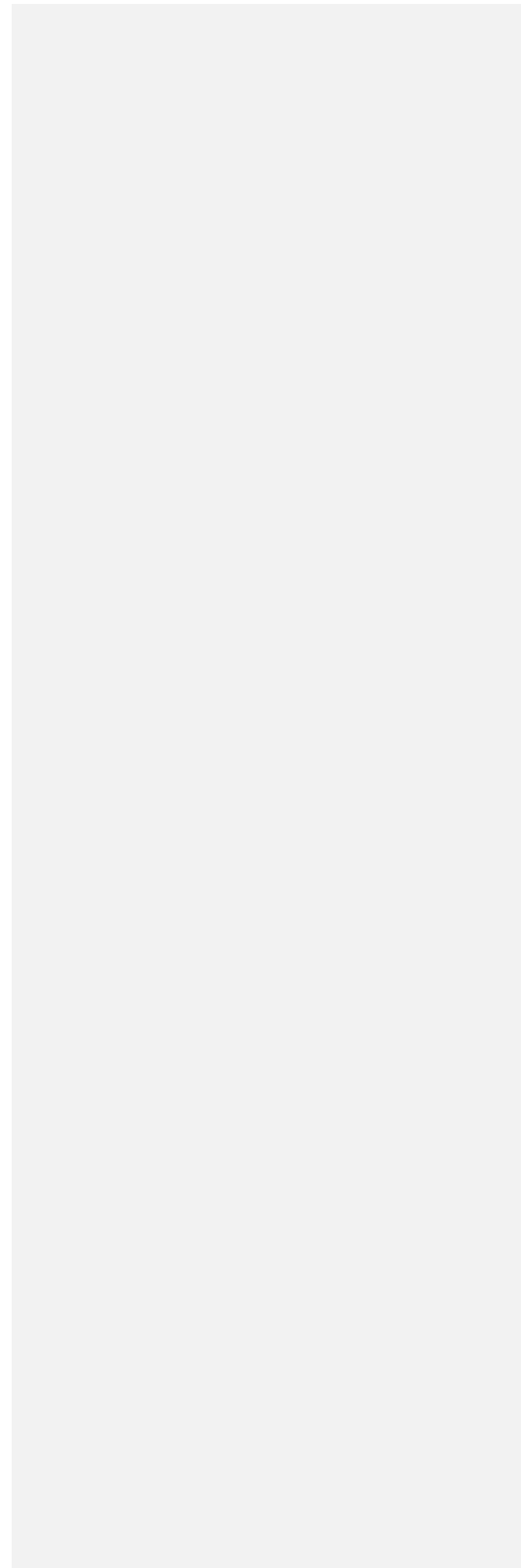


EXHIBIT 2
REFUSE

RATE INDEX ADJUSTMENT METHODOLOGY

The "Refuse

Refer to Amended Article 4 for Annual Rate Adjustment Methodology.

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EXHIBIT 3

PERFORMANCE BOND INDEX" ADJUSTMENT SHALL BE CALCULATED

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RLI Insurance Company
Renewable Performance Bond
BOND#

KNOW ALL MEN BY THESE PRESENTS: That _____
located at _____ (hereinafter called the
Principal), and **RLI Insurance Company** (hereinafter called the Surety), are held and firmly
bound unto _____ located at _____
(hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____),
the payment of which sum, well and truly to be made, the said Principal and Surety bind
themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Contract dated the
_____ day of _____ with the Obligee for _____

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if,
during the effective period of this bond, the Principal shall well and truly perform each and every
obligation in said Contract at the time and in the manner specified, and shall reimburse said
Obligee for any loss which said Obligee may sustain by reason of default on the part of said
Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following manner conditions:

1. This bond is for the term beginning _____ and ending _____
2. In the event of default by the Principal, Obligee shall deliver concurrently to the
Surety its notice of default to the Principal, along with a written statement of the
facts of such default, which shall be sent to the Surety by overnight courier at the
address stated in section 9 below. The Surety shall have the right and opportunity,
at its sole discretion and within thirty (30) days after its receipt of said notice of
default, to: a) cure the default; b) assume the remainder of the Contract and to
perform or sublet the same; or, c) tender to the Obligee funds sufficient to pay
actual excess costs of performance which occurred during the effective period
of this bond, not to exceed the penal sum of this bond. In no event shall the
Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed
against the Principal.
3. No claim, action, suit or proceeding shall be had or maintained against the Surety
on this instrument unless the same be brought or instituted upon the Surety
within six (6) months of the expiration date of this bond, the cancellation date of
this bond, or the last effective day of the Contract, whichever occurs first.

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4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. This bond may be cancelled by the Surety at any time provided notice is sent to the Obligee at its above address by certified mail at least thirty (30) days prior to the effective date of such cancellation.
7. The bond may be renewed for additional terms at the option of the Surety, by continuation certificate executed by the Surety. Neither non-renewal nor cancellation by the Surety, nor the failure or inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
8. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Contract, then the terms of this bond shall prevail.
9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, then within thirty (30) days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond by overnight courier to the Surety at its following address:

RLI Commercial Surety
9025 N. Lindbergh Drive
Peoria, IL 61615

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions herein.

Signed and sealed this _____ day of _____

PRINCIPAL:

_____ (seal)

(Name & Title)



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SURETY:

RLI Insurance Company (seal)

.Attorney-in-Fact



Rancho Murieta
CSD

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EXHIBIT 4
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EXHIBIT 5

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EXHIBIT 6

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LIST OF APPROVED SUBCONTRACTORS

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1. ~~The expenses of providing Collection Services in the Service Area for the designated fiscal period shall be prepared in the format set forth in the Operating Cost Statement Description on the following page of this Exhibit.~~
2. ~~The expenses of providing Collection Services in the Service Area shall be broken down into one of the following five cost categories: Labor; Fuel; Vehicle Replacement; Maintenance and All Other. Each cost category is assigned a weighted percentage factor on that cost category's proportionate share of the total of the costs shown for all cost categories.~~
3. ~~The following indices are used to calculate the adjustment for each cost category. The average change in each index is calculated on a twelve-month fiscal period in accordance with the terms of the Contract.~~

~~Cost~~None

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<u>Category</u>	<u>Index</u>
Labor	Series ID: CIS201S0000000001 Employment Cost Index (NAICS), Total Compensation, Private Industry, Service-Providing
Fuel	Series ID: http://www.eia.gov/petroleum/gasdiesel/ U.S. On Highway Diesel Fuel Prices* (dollars per gallon), California, Monthly, Ultra-Low Sulpher
Vehicle Replacement	Series ID: PCU3362-3362 Motor Vehicle Body and Trailer Manufacturing
Vehicle Maintenance	Series ID: PCU3363-3363 Motor Vehicle Parts Manufacturing

4. The percentage weight for each cost category is multiplied by the change in each appropriate index to calculate a weighted percentage for each cost category. The weighted percentage changes for each cost category are added together to calculate the Refuse Rate Index.

Exhibit 2 REFUSE RATE INDEX OPERATING COST STATEMENT - DESCRIPTION

Operating Costs

Labor: List all administrative, officer, operation and maintenance salary accounts. List payroll tax accounts directly related to the above salary accounts.

Fuel: List all fuel and oil accounts.

Vehicle



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~~Replacement: List all Collection and Collection related vehicle depreciation accounts. List all vehicle lease or rental accounts related to Collection or Collection related vehicles.~~

~~Vehicle~~

~~Maintenance: List all Collection or Collection related vehicle parts accounts.~~

~~All Other: List all other expense accounts related to the services provided under this Contract. This category includes all insurance including general liability, fire, truck damage, extended coverage and employee group medical and life; rent on property, truck licenses and permits; real and personal property taxes; telephone and other utilities; employee uniforms; safety equipment; general yard repairs and maintenance; office supplies; postage; trade association dues and subscription; advertising; employee retirement or profit sharing contributions; and miscellaneous other expenses.~~

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EXHIBIT 3

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SB 1383 REQUIREMENTS ~~PERFORMANCE BOND~~

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A. SB 1383 ADMINISTRATION, EDUCATION, AND OUTREACH

1. Program Administration

- a. CONTRACTOR shall designate a SB 1383 Program Administrator to oversee the SB 1383 Program including the activities of administration, public outreach, compliance monitoring, enforcement coordination and reporting.
- b. CONTRACTOR shall designate its SB 1383 Program Administrator not later than January 1, 2023.
- c. The SB 1383 Program Administrator will be CONTRACTOR's primary public education and outreach representative, virtually or in-person, with community organizations and at special events. CONTRACTOR's SB 1383 Program Administrator shall participate with DISTRICT in educational/informational events as mutually agreed.

2. Outreach and Education

Outreach to Residential Customers will occur in the following manner.

- a. Recycling Guide. CONTRACTOR shall create, submit to the DISTRICT for approval, edit, print and distribute a Recycling Guide with each green Cart delivered. CONTRACTOR shall also direct mail a Recycling Guide to each existing Residential Customer and to new Customers upon delivery of carts.
- b. Community Outreach. CONTRACTOR's SB 1383 Program Administrator will be CONTRACTOR's primary public outreach and education representative, virtually or in-person, for community organizations.
- c. Written Outreach. Written outreach (by hard copy or electronic copy) shall consist primarily of the following: articles, recycling guides, and webpages.
- d. Monthly Articles. CONTRACTOR shall assist the DISTRICT in keeping Customers informed about Solid Waste programs, services, and events through the provision of articles to be printed in monthly newsletters issued by the DISTRICT.
- e. SB 1383 Recycling Guides. The CONTRACTOR shall design and prepare an SB 1383 recycling guide for the following distribution methods:
 - **Commencement of Program.** With the initial distribution of green Carts to Residential customers who do not currently use green cart Collection Service, CONTRACTOR shall distribute an SB 1383 recycling guide as part of the delivery of each Cart. Simultaneous with the distribution of green Carts, CONTRACTOR shall also mail or electronically distribute an SB 1383 recycling guide to each existing green Cart Customer.

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- Annual Distribution. Annually after the initial distribution, the CONTRACTOR shall include the SB 1383 educational information within the Annual Collection Service Notice as described in Article 12 of this Contract.

- f. Webpage. CONTRACTOR shall maintain webpages on its website with current information regarding the recycling programs with active links to CalRecycle and DISTRICT's office webpages. Customers may also access CONTRACTOR information utilizing their third-party application.

B. SB 1383 COLLECTION SERVICE COMPLIANCE

1. Cart Colors, Identification, and Labels

All Carts provided to Customers by CONTRACTOR shall be of the proper color with identification of purpose and labeling complying with the requirements of SB 1383. Cart colors, identification, and labels shall be approved by DISTRICT.

DISTRICT acknowledges that existing Carts provided to Customers do not meet the requirements of SB 1383 for color and labeling and DISTRICT hereby authorizes CONTRACTOR to transition from non-compliant to compliant Carts as part of its on-going replacement of aged-out Carts as provided for by CalRecycle Regulations. For Carts already in service, CONTRACTOR shall affix compliant labeling stickers as soon as reasonably possible.

DISTRICT and CONTRACTOR will cooperate on the use of QR Codes in labels to enable residents to access a mobile device application to access updated lists of accepted materials and special information and messages related to recycling and organic waste recycling.

2. SB 1383 ACCEPTED MATERIALS

CONTRACTOR shall collect the Accepted Materials listed below for the Residential Recycling Program and the Residential Organic Waste Recycling program. The presence of Prohibited Materials may result in extra charges in accordance with the approved Rate Schedule and/or enforcement actions by DISTRICT.

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Exhibit 4 CART SPECIFICATIONS

(Garbage, Recycling, and Green Waste Carts)

1-	Manufacturer..... RESIDENTIAL NON-ORGANIC RECYCLING PROGRAM	Schaefer
2-	Injection molded carts Accepted Materials	Prohibited Materials
3-	High density polyethylene Clean, uncoated & flattened cardboard	Soiled cardboard. Wax-coated cardboard
4-	100% virgin polyethylene Cereal boxes, envelopes, file folders, frozen food boxes, junk mail, magazines, mixed paper, office paper, newspaper, telephone books, white paper	Facial tissue
	Plastics ID codes & common products: <u>#1 PET – soda water bottles, cups, jars, trays & clamshells</u>	<u>Rigid plastic toys, Plastic furniture, Cling wrap for food, Frozen food bags, #6 PS – to go containers hot cups,</u>

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	<p><u>#2 HDPE – milk jugs, detergent & shampoo bottles, flowerpots, grocery bags</u></p> <p><u>#3 PVC – cleaning supply jugs, pool liners, twine, sheeting, automotive product bottles</u></p> <p><u>#4 LDPE – bread bags, paper towel & tissue overwrap, squeeze bottles, trash bags, six-pack rings</u></p> <p><u>#5 PP – yogurt tubs, cups, juice bottles, straws, hangers, sand & shipping bags</u></p>	<p><u>shipping cushion. #7 Other – polycarbonate, Lexan, CDs, ABS, Garden hoses</u></p>
<u>Metal</u>	<p><u>Aluminum cans, Aluminum foil, Empty aerosol cans, Pie tins, Tin, steel, bi-metal cans</u></p>	<p><u>Coat hangers</u></p>
<u>Glass</u>	<p><u>Jars, Bottles</u></p>	<p><u>Light bulbs, Mirrors, Window glass, Ceramics, Dishes</u></p>
<p>5. Other</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p><u>Green, Brown, Charcoal Grey</u></p>	<p><u>Green waste, Food waste, C&D, Electronic waste, Animal waste, Diapers, Hazardous waste</u></p>

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6. Durability (in-service years).....	<u>10 years</u>	years
7. Cost of Each Container.....	<u>\$43.00</u>	(32 gal)
.....	<u>\$49.45</u>	(64 gal)
.....	<u>\$58.05</u>	(96 gal)

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8. Dimensions of Each Container (Height X Depth X Width).....

..... 37 X 22 X 19 (32 gal)

..... 42 X 29 X 23 (64 gal)

..... 43 X 35 X 24 (96 gal)

9. Shape of Each Container (Round, Square, Rectangular, other).....

..... Rectangular (32 gal)

..... Rectangular (64 gal)

..... Rectangular (96 gal)

10. Manufacturer's warranty (10-year minimum and attach a copy).....

..... See attached

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Exhibit 5
COLLECTION VEHICLE SPECIFICATIONS
 (Garbage, Recycling, and Green Waste Collection Vehicles)

Model	1. Manufacturer and RESIDENTIAL ORGANIC WASTE RECYCLING PROGRAM	Autocar
a. Cab and Chassis		Autocar
b. Body		Heil Rapid Rail
c. Engine		Cummins
d. Transmission		Allison 45 RDS 5 speed
2. Number of Vehicles		Two (2)
3. Cab and Chassis:		
a. Cab Height	105	inches
b. Walk-In Cab	yes	X no
c. Number of Axles		Three (3)
d. Dual Drive	yes	X no
e. Overall Length With Body Mounted	305	inches
4. Body:		
a. Type of Body		Heil

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b. Rated Capacity..... 30 eu. yd.

c. Practical or Net Capacity..... 30 eu. yd.

d. No. of Compartments..... One (1) eu. yd.

e. Net Capacity of Each Compartment..... 30 eu. yd.

f. Overall Body Length..... 50 inches

Form E
GARBAGE COLLECTION VEHICLES (cont.)

g. Body Height..... 151 inches

h. Body Width..... 96 inches

i. Loading Height Above Ground.....
 Minimum 13 inches
 Maximum 144 inches

Category	Accepted Materials of Construction	Steel	Prohibited Materials

5. Weight... GV 50,400 lbs. Tare 29,200 lbs.

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Green Waste	<u>Grass clippings, leaves, weeds, prunings, flowers,</u> <u>Wood waste & lumber (untreated & unpainted)</u> <u>Other yard waste</u>	6. Will the vehicles be owned, leased, or other? <u>tumps, soil, pressure-treated wood, painted wood, wood with foreign objects (nails, screws, brackets, etc.), glass, metal, plastic-coated or wax-coated cardboard, any material too large for container, palm fronds, soiled cardboard</u>	Owned
7. Purchase cost of each vehicle	<u>\$212,543</u> Bagged food waste ONLY <u>Fruits & vegetables, dairy products & bread, cooked meat & seafood (including bones & shells), coffee grounds & filters (except K-pods), food soiled paper products, food-soiled cardboard products, fiber-based & certified compostable foodware</u>	<u>Raw meat & seafood, rubber bands, twist ties, plastic & non-certified compostable food containers & foodware, Recyclables (plastic, glass, metal), K-pods</u>	
8. Fuel type	Diesel	Hazardous waste, Non-organic waste	

9. Fuel usage 3.5/gal/hour

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40. Emissions rating

a. CO.....	<u>4.125</u>	g/bhp/hr
b. HC (total hydrocarbons).....	<u>4.125</u>	g/bhp/hr
c. NO _x	<u>N/A</u>	g/bhp/hr
d. Particulate Matter.....	<u>0.1250</u>	g/bhp/hr

11. Safety Features..... Backup alarms, backup camera, strobe light, 2-way radio

12. Color.....

3. Changes to Accepted Materials

CONTRACTOR may update the list of Accepted Materials to reflect changes in markets, recyclability of materials, or acceptance by processor by giving sixty (60) day advance written notice to DISTRICT and thirty (30) day advance written notice to Residential Customers.

The advance notice to Residential Customers may be made through the CONTRACTOR's quarterly newsletter. Any changes in the list of Accepted Materials shall also be accompanied by either a new Container label or a sticker affixed by CONTRACTOR to existing Container labels which clearly indicates the updated listing of materials accepted and not accepted.

Any changes in the list of Accepted Materials shall also be accompanied by either a new Container label or a graphic sticker affixed by CONTRACTOR to Containers which clearly indicate the updated listing of materials accepted and not accepted, or through the use of a Quick Response Code (QR Code) affixed by CONTRACTOR to Containers from which Commercial Customers can access the updated listing of materials accepted and not accepted using a smart phone or tablet.

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C. OBSERVED CONTAMINATION

If CONTRACTOR's Collection driver or other representative encounters a Container with noticeable contaminants, the driver or representative shall:

- Photograph the Container's contents.
- Report the service address to CONTRACTOR's dispatch office by electronic tablet or by radio or phone.
- Leave the Container uncollected for later collection as disposed waste.

CONTRACTOR shall notify the Customer of the condition by telephone or electronic mail and advise Customer of the need to remove the contaminates for proper recycling or disposal.

A report of observed contamination shall be reported to DISTRICT electronically or in writing.

1. Uncollected Containers

Blue or Green Containers uncollected by CONTRACTOR due to contamination shall be collected for disposal as Gray Container Solid Waste. Containers identified with contamination before noon shall be collected for disposal the same day, while Containers identified with contamination after noon shall be collected for disposal the following workday. Containers with contamination collected as Refuse shall be subject to the return trip charge specified in the approved Rate Schedule except that return trip charge shall be waived as courtesy for a Customer's first offence.

D. CONTAMINATION MONITORING AND HAULER ROUTE REVIEWS

1. Written Work Plan

Within thirty (30) days following the Effective Date of the Contract and prior to January 1 of each subsequent year, CONTRACTOR shall provide DISTRICT with a written schedule for the calendar year for performing Hauler Route reviews and Waste Evaluations. During the course of a calendar year, CONTRACTOR may amend the schedule by providing DISTRICT with a revised written schedule.

2. Contamination Monitoring Program

DISTRICT has elected to utilize the Three-Container Organic Waste Collection Service as described in SB 1383 Regulation Section 18984.1 as its approach to Standard Collection Service for Residential collections.

SB 1383 Regulation Section 18984.5 requires that DISTRICT monitor Containers for contamination.

CONTRACTOR shall perform contamination monitoring of its Residential services.

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a. Residential Contamination Monitoring. CONTRACTOR's Residential contamination monitoring shall consist of Hauler Route reviews and Waste Evaluations.

Residential Hauler Route reviews entail visual inspections of select individual Residential Containers for contamination and are intended to satisfy the SB 1383 contamination monitoring requirement (Section 18984.5(b)).

Residential Waste Evaluations entail physical inspections of samplings taken from truckloads of Gray Container waste to determine the amount of Accepted Materials present and are intended to provide DISTRICT with a means of monitoring diversion progress and the effectiveness of public education and outreach efforts.

Following the end of each calendar year, the Parties shall meet to evaluate the contamination monitoring program.

3. Hauler Route reviews

Hauler Route review means monitoring select Customer Containers for contamination and entails:

- A visual inspection for the presence of prohibited materials in each Gray, Blue, or Green Container used by an individual Customer;
- That are available for collection on Customer's regular collection day;
- Where the Customer is part of a sample population selected at random;
- From each of CONTRACTOR's Gray Container daily routes.

For each Gray Container selected for inspection, every Container will be inspected as part of the work.

a. Visual Inspection. A "visual inspection" entails scrutinizing the contents of Containers by CONTRACTOR's representative for the obvious presence of Prohibited Materials (which may involve probing the contents with a poker but does not mean the opening of bags or boxes within the Container, nor the removal of the contents of the Container to perform the inspection).

b. Inspection Schedule. CONTRACTOR's Hauler Route review inspections of Containers on an individual route shall be conducted on the same day, however, visual inspections for different routes need not be conducted on the same day or even in the same week.

c. Sample Selection. Customers chosen to be part of a sample population for Hauler Route review inspection shall be selected at random by route.



d. Inspection Day & Sample Size. Residential Hauler Route review inspections shall occur on the day of collection. If any of the Containers of a Customer have been collected prior to inspection, the inspector will move on to the next Customer on the target list.

To maintain the target sample size, the number of randomly selected accounts to be sampled on a route will be tripled so that the target sample size can still be achieved even if some accounts are not inspected because one or more Containers of an account have already been collected.

Once CONTRACTOR's inspector has performed the required number of inspections on a route or exhausted the list of randomly selected accounts, inspections for that route shall be determined as concluded.

e. Hauler Route review Procedures. When conducting a visual inspection as a part of a Residential or Commercial Hauler Route review, CONTRACTOR's inspector shall perform the following procedures with the intent of determining if any Prohibited Material is present:

1. Confirm the service address;
2. Record the Customer's subscribed number and size of Containers by type (gray, blue, or green);
3. Record the number and size of Containers by type (gray, blue, or green) available for inspection;
4. Open the lid of each Container;
5. Inspect the contents of each Container for the presence of any Prohibited Materials visible to the inspector (which may involve probing the contents with a poker, but does not mean the removal of the contents of the Container to perform the inspection; if waste is bagged, inspector will slash open the top one or two bags and probe the contents);
6. Make a finding of either: "PASS" (meaning that no Prohibited Materials were observed), or "FAIL" (meaning that some Prohibited Materials were observed);
7. Record the finding for each Container;
8. Attach a PASS or a FAIL notice to each Container.

f. Post-Inspection Notices. All post-inspection notices shall include a message advising the Customer that the inspection was performed as required by State Regulations solely for the purpose of minimizing Prohibited Materials in Containers and shall contain the date of inspection and identification of the inspector.

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- PASS notices shall carry a positive message congratulating the Customer on their environmental awareness and participation.
- FAIL notices shall identify the Prohibited Material(s) found and direct the Customer to the DISTRICT's and CONTRACTOR's websites for more information regarding correct recycling practices.

The form and content of post-inspection notices shall be approved by the DISTRICT in advance of their use.

4. Contamination Monitoring Reporting

- a. Hauler Route Review Reports. CONTRACTOR shall maintain a record of each Route Review inspection including the date of inspection, Customer name, service address, Container description (including type, size, and number), PASS or FAIL finding, notification made, if any, and recommended follow-up action, if any.

For Containers with excessive amounts of Prohibited Waste, the record shall include a photographic record of the inspection and a copy of written notification to the Customer.

- b. Monthly Report. Monthly, CONTRACTOR shall provide DISTRICT summary of inspections performed. Records of individual inspections shall be maintained and available for inspection by the DISTRICT.
- c. Annual Report. Within thirty (30) days of completing the Residential Hauler Route reviews for the calendar year, CONTRACTOR shall submit a report to the DISTRICT which shall summarize the overall findings by Container type, summarize the findings by Container type by daily route, provide a listing of each account inspected organized by route, and indicating the finding for each Container by type for that Customer.
- d. Waste Evaluation Reports. Within thirty (30) days of completing Waste Evaluations for the calendar year, CONTRACTOR shall submit a report to the DISTRICT describing the procedures, dates, routes evaluated, and the amounts of Prohibited Materials expressed as a percentage of the total weight of the samples.
- e. Outreach and Education by DISTRICT. As a follow-up to CONTRACTOR's reports of Hauler Route reviews, DISTRICT shall perform outreach and education to individual Residential generators that acknowledges Customers achieving a PASS rating and educates Customers receiving a FAIL rating.

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E. ADDITIONAL SB 1383 REQUIREMENTS

1. Recovered Organic Products

a. Recovered Organic Product Giveaway. In conjunction with the Community Clean-Up Drop-Off Event, CONTRACTOR shall provide up to 40-cubic yards of bulk compost or bulk mulch for distribution to DISTRICT Residents who shall be allowed to fill containers that they provide on a first-come, first serve basis at no cost. Any compost and/or mulch remaining after the event shall be utilized by DISTRICT at a site designated by DISTRICT.

Recovered Organic Product Usage. CONTRACTOR shall report to DISTRICT any recovered organic products used by CONTRACTOR in its operation including bulk material or recovered biogas.

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~~Exhibit 6~~
~~LIST OF APPROVED SUBCONTRACTORS~~

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Exhibit 7

~~County Of Sacramento Municipal Services Agency Agreement
For Regional Waste Management Services Cost Recovery Between
the County Of Sacramento and the Rancho Murieta Community
Services District~~

Agreement shown on following 8 pages

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**COUNTY OF SACRAMENTO
MUNICIPAL SERVICES AGENCY**

**AGREEMENT FOR
REGIONAL WASTE MANAGEMENT SERVICES COST RECOVERY
BETWEEN THE COUNTY OF SACRAMENTO
AND THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT**

THIS AGREEMENT is made and entered into as of this 23rd day of August, 2005 by and between the COUNTY OF SACRAMENTO, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the RANCHO MURIETA COMMUNITY SERVICES DISTRICT (hereinafter referred to as "CSD").

RECITALS

WHEREAS, CSD is located in the unincorporated area of the COUNTY. The COUNTY has an ongoing obligation to provide the full range of integrated waste management services to all unincorporated residents, including waste collection services;

WHEREAS, CSD desires to contract with an outside Residential Service Provider for residential waste collection services within the CSD boundary limits; and,

WHEREAS, CSD and COUNTY desire to have COUNTY continue its legal obligation to provide certain waste management services beyond residential collection services upon the terms and conditions set forth herein; and,

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, CSD and COUNTY hereby agree as follows:

I. SCOPE OF SERVICES AND COMPENSATION

A. COUNTY will continue to provide the following services:

- Integrated solid waste management planning and reporting in compliance with the Integrated Waste Management Act of 1988
- Electronic waste recycling programs
- Household hazardous waste programs
- Cleanup of illegal dumping on County roads
- Support for the City/County Solid Waste Advisory Committee (SWAC)
- County residents share of old landfill closure and post-closure maintenance and monitoring (the COUNTY is legally required to maintain the closed Elk Grove Landfill, Grand Island Landfill, and Old Module 1 portion of Kiefer Landfill).



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B. CSD shall agree to the following:

- Contract with an outside Residential Service Provider for a 10-year term for all residential collection services;
- Recommend that the contracted Residential Service Provider dispose of all CSD residential garbage at Kiefer Landfill for the 10 year term;
- Contact COUNTY in writing Thirty (30) days in advance should the contracted Residential Service Provider choose to dispose of waste at another facility other than Kiefer Landfill during any point in the 10-year contract term;
- Provide billing services to their residential garbage service accounts on a monthly basis and provide monthly account information (number of accounts billed) to COUNTY;
- Compensate the COUNTY for its continued obligation to provide the range of countywide integrated waste management services listed in Section A;
- Payment to the COUNTY will be consistent with the following provisions:
 - If the contracted Residential Service Provider disposes of all CSD residential garbage at Kiefer Landfill, then the CSD agrees to pay the COUNTY \$1.00/service account/month x CPI annual adjustment;
 - If the contracted Residential Service Provider chooses to dispose of CSD residential garbage at another facility other than Kiefer Landfill during any point in the 10-year contract term, then CSD agrees to pay the COUNTY \$3.00/service account/month x CPI annual adjustment;
 - Invoices from the COUNTY to CSD will reflect both pricing scenarios;
 - Adjustments to the pricing are due to Kiefer Landfill's funding contribution toward integrated waste management services.
- Require that the contracted Residential Service Provider pick up, clean and drop off COUNTY-owned totes at a predetermined County-designated facility;
- Require that the contracted Residential Service Provider provide the COUNTY recycling and disposal tonnage reports on a quarterly basis on a form provided by COUNTY;

- Require that the contracted Residential Service Provider provide a comparable level of service to that which the COUNTY provides to other unincorporated residents and results in a comparable diversion rate.

C. COUNTY shall agree to the following:

- Require that the contracted Residential Service Provider have a current and valid general refuse collection permit issued by COUNTY;
- Submit quarterly invoices to CSD that reflect the following two pricing scenarios:
 - \$1.00/service account/month x CPI annual adjustment should the contracted Residential Service Provider dispose of all CSD residential garbage at Kiefer and;
 - \$3.00/service account/month x CPI annual adjustment should the contracted Residential Service Provider choose to dispose of CSD residential garbage at another facility other than Kiefer Landfill during any point in the 10 year contract term;

- CPI information will be adjusted annually on July 1, using the month of February each year as the adjustment month. COUNTY will obtain the annual CPI information from the Bureau of Labor Statistics and use the U.S. City Average CPI for Urban Wage Earners and Clerical Workers.

D. Should the CSD continue to contract with an outside Residential Service Provider beyond the term of this contract, the County will re-evaluate regional program costs and the CSD will continue its obligation to pay the County for these program costs;

E. CSD contracts with COUNTY and outside Residential Service Provider will commence November 1, 2005 or soon thereafter as mutually agreed by the CSD General Manager and County Department of Waste Management and Recycling Director.

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Agreement No. 011453

II. TERM

- A. This Agreement shall be effective and commence as of the date first written above and shall remain in effect until all services are complete, which is estimated to be October 31, 2015.
- B. The Director of the Department of Waste Management and Recycling shall have the authority to extend the term of this Agreement on a year-to-year basis with the mutual written consent of CSD.

III. NOTICE

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail.

TO COUNTY	TO CSD
County of Sacramento	Rancho Murieta CSD
Department of Waste Management and Recycling	Attn: Edward Crouse, General Manager
Attn: David Pelsar, Director	16160 Jackson Rd
9850 Goethe Road	Rancho Murieta, CA 95683
Sacramento, CA 95827-3561	

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice to designate a change of address to the other party, which shall be effective upon receipt.

IV. COMPLIANCE WITH LAWS

COUNTY and CSD shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

V. GOVERNING LAWS AND JURISDICTION

This Agreement shall be deemed to have been executed and performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

VI. STATUS OF PARTIES

There is no agency relationship between the parties. Notwithstanding anything contained herein, the employees of each party will continue to be entirely and exclusively under the direction, supervision and control of the employing party.



VII. INDEMNIFICATION

CSD shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CSD's officers, directors, agents, employees, or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CSD, its officers, directors, agents, employees, and subcontractors of CSD from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CSD that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, COUNTY'S subcontractors, Rancho Murieta's Board of Directors and CSD's subcontractors. It is also the intention of COUNTY and CSD that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, COUNTY'S subcontractors, Rancho Murieta's Board of Directors, and CSD's subcontractors.

VIII. INSURANCE

Each party, at its sole cost and expense, shall carry insurance or self-insure its activities in connection with the Agreement, and obtain, keep in force and maintain, insurance or equivalent programs of self-insurance, for general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder. Each party agrees to provide the other thirty (30) days advance written notice of any cancellation, termination or lapse of any of the insurance or self-insurance coverages.

IX. ASSIGNMENT

This Agreement is not assignable by CSD or COUNTY in whole or in part.

X. AMENDMENT AND WAIVER

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both



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Agreement No. 70263

parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder. No interpretation of any provision of this Agreement shall be binding upon CSD or COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY and DIRECTOR and attorney for CSD.

XI. SUCCESSORS

This Agreement shall bind the successors of COUNTY and CSD in the same way as if they were expressly named.

XII. TIME

Time is of the essence of this Agreement.

XIII. INTERPRETATION

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

XIV. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

XV. PRIOR AGREEMENTS

This Agreement constitutes the entire contract between COUNTY and CSD regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CSD regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

XVI. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.



Agreement No. 70263

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

RANCHO MURIETA COMMUNITY SERVICES DISTRICT,

By [Signature]
David A. Pelsor, Director
Department of Waste Management
and Recycling

By [Signature]
John Merchant, President
Rancho Murieta Community Services
District Board of Directors

"COUNTY"
Date: 8/25/05

"CSD"
Date: 6/28/05

Agreement approved by the Board of Supervisors and signed by the Director under the authority delegated by Resolution No. 99-0327

ATTEST:

Agenda Date: 8/23/05

Item Number: 3A / 2005-070

REVIEWED AND APPROVED BY
COUNTY COUNSEL:

APPROVED AS TO FORM:

By: [Signature]
Date: [Signature]

[Signature]
CSD Attorney



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Agreement No. 03263

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

COUNTY OF SACRAMENTO, a political subdivision of the State of California

RANCHO MURIETA COMMUNITY SERVICES DISTRICT

By David A. Pelsler, Director
Department of Waste Management and Recycling

By Edward Crouse, General Manager

"COUNTY"

"CSD"

Date: _____

Date: _____

Agreement approved by the Board of Supervisors and affirmed by the Director under the authority delegated by Resolution No. 0327

ATTEST:

Agenda Date: _____

Item Number: _____

REVIEWED AND APPROVED BY
COUNTY COUNSEL:

APPROVED AS TO FORM:

By: [Signature]

Date: JUNE 15, 2005

CSD Attorney

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AMENDED
COLLECTION SERVICES CONTRACT
FOR THE PROVISION OF
SOLID WASTE, RECYCLABLE MATERIALS
AND ORGANIC WASTE COLLECTION
SERVICES

Executed Between the
Rancho Murieta Community Services District
and

California Waste Recovery Systems, LLC

JANUARY 1, 2023

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This Contract made and entered into this first day of January 2023, by and between the Rancho Murieta Community Services DISTRICT, a Special DISTRICT of the State of California, hereinafter referred to as "DISTRICT" and California Waste Recovery Systems, LLC, a California Limited Liability Company, hereinafter referred to as "CONTRACTOR".

Recitals

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

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

WHEREAS, SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets; and,

WHEREAS, SB 1383 Regulations require DISTRICT to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, Jurisdiction has chosen to delegate some of its responsibilities to the CONTRACTOR, acting as the Jurisdiction's designee, through this Contract; and,

WHEREAS, consistent with provisions of the Act, including Section 40059, that aspects of solid waste handling are of local concern including frequency of collection, means of collection and transportation, level of services, charges and fees, and nature, location, and extent of providing solid waste services, and whether the services are to be provided by means of non-exclusive, partially exclusive, or wholly exclusive franchise, contract, license, or otherwise which may be granted by the DISTRICT under terms and conditions prescribed by the DISTRICT; and,

WHEREAS, DISTRICT has determined that granting an exclusive franchise agreement to a solid waste enterprise is in the best interests of the residents and business establishments in the DISTRICT, and for the protection of community health, safety and well-being; and,

WHEREAS, DISTRICT has determined that CONTRACTOR has demonstrated through past performance and in negotiations conducted with DISTRICT that CONTRACTOR is qualified and competent to perform the solid waste services desired by DISTRICT.

WHEREAS; CONTRACTOR desires to continue engage in the business of Collecting Discarded Materials in the DISTRICT; and,

WHEREAS, the DISTRICT further declares its intent to approve and maintain the maximum approved rates for the Collection, transportation, Processing, Recycling, Composting, and/or Disposal of Discarded Materials; and,

WHEREAS, the Parties desire to continue a wholly exclusive agreement for the provision of Collection Services except for those limitations specified in this Contract; and,

WHEREAS, the Parties have attempted to address conditions affecting their performance of services under this Contract but recognize that reasonably unanticipated conditions may occur during the Term of this Contract that will require the Parties to meet and confer to reasonably respond to such changed conditions; and,

WHEREAS, the DISTRICT believes this Contract represents a high degree of service and value to the residents, businesses, and the DISTRICT, and will help the DISTRICT achieve the waste, Recycling and Organic Waste diversion mandates, goals and objectives of the State in support of AB939, AB 341, AB 1594, AB 1826 and SB 1383; and,

WHEREAS, this Contract has been developed by and is satisfactory to the DISTRICT and the CONTRACTOR,

Now, therefore, in consideration of the mutual covenants, Contracts and consideration contained herein, the DISTRICT and CONTRACTOR hereby agree as hereinafter set forth:

Article 1. Definitions

For the purpose of this Collection Services Contract, hereinafter referred to as "Contract", 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.

1.01 Applicable Law. All Federal, State, County, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirement of any governmental agency having jurisdiction over the Collection, Transportation, Processing, and Disposal of Discarded Materials that are in force on the Effective Date and as may be enacted, issued, or amended during the Term of this Contract. Applicable Law includes, but is in no way limited to, AB 939, AB 341, AB 1826, and SB 1383 and corresponding regulations.

1.02 Assembly Bill 341 (AB 341). The Assembly Bill approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded and replaced from time to time.

1.03 Assembly Bill 876 (AB 876). The Assembly Bill approved by the Governor of the State of California on October 8, 2015, which added Section 418214 to the Public Resources Code, relating to Solid Waste as amended, supplemented, superseded, and replaced from time to time.

1.04 Assembly Bill 901 (AB 901). The Assembly Bill approved by the Governor of the State of California on October 10, 2015, which amended Section 41821.5 of, amended, renumbered and added Section 41821.6 of, and added Sections 41821.7 and 41821.8 to, the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.05 Assembly Bill 939 (AB 939) (ACT). The California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000, et seq.), as amended, supplemented, superseded, and replaced from time to time.

1.06 Assembly Bill 1594 (AB 1594). The Assembly Bill as amended, supplemented, superseded, and replaced from time to time, mandates that as of January 1, 2020, the use of green material as Alternative Daily Cover (ADC) will no longer constitute diversion through Recycling and will instead be considered Disposal in terms of measuring a jurisdiction's annual 50 percent (50%) per capita Disposal rate.

1.07 Assembly Bill 1826 (AB 1826). The Assembly Bill approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to Solid Waste, as amended, supplemented, superseded, and replaced from time to time.

1.08 Biohazardous or Biomedical Waste. Any waste which may cause disease or reasonably be suspected of harboring pathogenic organisms; included are wastes 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.

1.09 Bin. A metal or plastic Container with hinged lid(s) and wheels serviced by a front-end loading Collection vehicle with a Container capacity of one (1) to eight (8) cubic yards, including Bins with compactors attached to increase the capacity of the Bin. Bins are also known as "Dumpsters."

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

1.11 Brown Goods. Electronic equipment such as stereos, televisions, computers, monitors, VCR's and other similar items.

1.12 California Code of Regulations. "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Contract are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR, Division 7, Chapter 12" refers to Title 14, Division 7, Chapter 12 of the California Code of Regulations.

1.13 CalRecycle. "CalRecycle" means the California Department of Resources Recycling and Recovery or its successor.

1.14 Cart. A heavy plastic receptacle and a rated capacity of at least thirty-two (32) gallons and not more than ninety-six (96) gallons, having a hinged, tight-fitting lid and wheels, that is approved by the Contract Administrator for use by Service Recipients for Collection Services under this Contract.

1.15 Cellular Phones. Any cellular phone, smart-phone, i-Pad, i-Pod or other MP3 player, PDA, and their batteries and charging cords.

1.16 Change in Law. "Change in Law" means the following events or conditions that may have a material and adverse effect on the performance by the Parties of their respective obligations under this Contract:

The enactment, adoption, promulgation, issuance, modification, or written change in administrative or judicial interpretation of any Applicable Law on or after the Effective Date; or, The order or judgment of any governmental body, on or after the Effective Date, to the extent such order or judgment is not the result of willful or negligent action, error or omission or lack of reasonable diligence of the DISTRICT or of the CONTRACTOR, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or lack of reasonable diligence.

1.17 Collection. "Collection" (including related forms of the word such as "Collected") means the act of the CONTRACTOR taking physical possession of, and removing Discarded Materials, whether by manual, semi-automated or automated means, and transporting such materials to the Approved Facility, pursuant to this Contract.

1.18 Collection Services. Residential Collection Service.

1.19 Compost. "Compost" has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the Effective Date of this Contract, that "Compost" means the product resulting from the controlled biological decomposition of organic Solid Wastes that are Source Separated from the municipal Solid Waste stream, or which are separated at a centralized Facility.

1.20 Compostable Plastics. "Compostable Plastics" or "Compostable Plastic" means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

1.21 Containers. "Container(s)" means a cart, can, bin, debris box, or stationary compactor intended for the purpose of depositing waste for disposal, except construction and demolition debris and bulky items, or recyclable materials for diversion. Containers may be Provided by the DISTRICT or its authorized agent, or for manual collection as may be required to be provided by the property owner or occupant generating Solid Waste, Organic Waste or Recyclables.

1.22 Contamination. "Contamination" means the inclusion in a Container of Excluded Waste of any amount; or Organic Materials and/or Recyclable Materials placed in a Solid Waste Container; or materials other than Organic Materials in an Organic Materials

Container, or materials other than Recyclable Materials in a Recyclable Materials Container, which render the contents of the Container materially unsuitable for the intended type of Diversion.

1.23 Contract. The written document and all amendments thereto, between the DISTRICT and the CONTRACTOR, governing the provision of Collection Services as provided herein.

1.24 Contract Administrator. That person, or their designee, designated by the DISTRICT to administer and monitor the provisions of this Contract.

1.25 Contract Year. Each twelve (12) month period from July 1st to June 30th.

1.26 CONTRACTOR. That person or entity that has obtained from the DISTRICT a Contract to provide Collection Services as set forth herein.

1.27 County. Sacramento County, California.

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

1.29 Disposal. "Disposal" or "Disposed" mean the final disposition of any Solid Waste Collected by the Contractor or Residue from CONTRACTOR'S Processing activities at a permitted Landfill or other permitted Solid Waste Facility.

1.30 Disposal Facility. Any permitted facility used for the disposal, or processing as appropriate, of Gray Container Waste, and other materials as appropriate and acceptable.

1.31 DISTRICT. The Rancho Murieta Community Services DISTRICT, California.

1.32 Divert, Diversion. "Divert" or "Diversion" (or any variation thereof) means activities which reduce or eliminate Discarded Materials from Disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

1.33 Dwelling Unit. An individual living unit in a single family dwelling, condominium, townhouse, mobile home, duplex, triplex, fourplex, or building of four or less total individual living units intended for, or capable of being utilized for, residential living other than a Hotel or Motel.

1.34 Electronic Waste (E-waste). Electronic products (i.e. Cellular Phones, computers, televisions, VCRs, stereos, copiers, fax machines) at the end of their useful life.

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

1.36 Exempt Waste. Biohazardous or Biomedical Waste, Hazardous Waste, Sludge, Household Hazardous Waste, Stable Matter, Green Waste or lumber that is more than five (5) 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.

1.37 Food-Soiled Paper. "Food-Soiled Paper" means compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons

1.38 Food Waste. "Food Waste" means Source Separated Food Scraps, Food Soiled Paper, and Compostable Plastics. Food Waste is a subset of Source Separated Green Container Organic Waste. Edible Food separated for Food Recovery shall not be considered Food Waste.

1.39 Generator. "Generator" means any Person whose act or process produces Discarded Materials, or whose act first causes any of these items to become subject to regulation.

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

1.41 Gray Container Waste. "Gray Container Waste" means Solid Waste that is collected in a Gray Container that is part of a three-Container Waste Collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b) or as otherwise defined in 14 CCR Section 17402(a)(6.5). For the purposes of this Contract, Gray Container Waste includes carpet and textiles. Acceptable Gray Container Waste is listed in Exhibit 7. Gray Container Waste does not include those items defined herein as Exempt Waste.

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

1.43 Green Container Organic Waste. Means types of Source Separated Green Container Organic Waste that the Generators Source Separate and set out in Green Containers for Collection for the purpose of Processing by the Contractor. The accepted types of Green Container Organic Waste and process for modifying the accepted types of Green Container Organic Waste is provided in Exhibit 7. Green Container Waste does not include items herein defined as Exempt Waste.

1.44 Green Container Organic Waste Processing Facility. Any facility designed, operated and legally permitted for the purpose of receiving and processing Green Container Organic Waste and Large Green Waste.

1.45 Hauler Route. “Hauler Route” means the designated itinerary or sequence of stops for each segment of the Jurisdiction’s Collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

1.46 Hazardous Waste. Any material which is defined as a hazardous waste under California or United States law, or any regulations promulgated pursuant to such law, as such law or regulations may be amended from time to time except such materials as may be defined herein as Brown Goods.

1.47 Hotel or Motel. A structure or building unit(s) capable of being utilized for residential living where such unit or a group of such units is regularly rented to transients or held out or advertised to the public as a place regularly rented to transients for periods of seven (7) days or less. To meet this definition, the Hotel or Motel must be licensed to operate as such.

1.48 Household Batteries. Alkaline batteries (i.e. AAA, AA, C, D, button, 6-volt, 9-volt batteries) and rechargeable batteries (Nickel Cadmium (Ni-Cd), Nickel Metal Hydride (Ni-MH), Lithium Ion (Li-Ion), Nickel Zinc (Ni-Zn) and Small Sealed Lead (SSLA/Pb)) typically found in cordless phones, power tools and laptops. Car batteries are not included as Household Batteries.

1.49 Household Hazardous Waste. “Household Hazardous Waste” or “HHW” means Hazardous Waste generated at Residential Service Unit. HHW includes, but is not limited to: paint, stain, varnish, thinner, adhesives, auto products such as old fuel, Cell Phones, Household Batteries, Household Batteries, fluorescent bulbs, tubes, cleaners and sprays, and pesticides, fertilizers, and other garden products.

1.50 Large Green Waste. Oversized Green Container Organic Waste such as tree trunks and branches with a diameter of not less than six (6) inches and not more than two (2) feet and a length of not more than five (5) feet in its longest dimension, which are attributed to the normal activities of a Residential Service Unit. Large Green Waste must be generated by and at the Residential Service Unit wherein the Large Green Waste is Collected.

1.51 Large Items. Those materials including, but not limited to, furniture, carpets, mattresses, White Goods, Brown Goods, Electronic Waste (E-Waste), Universal Waste (U-Waste), clothing, tires, Large Green Waste, or some combination of such items in a container the dimensions and weight of which container does not exceed four feet by four feet by two feet (4’x4’x2’) and sixty (60) pounds, which are attributed to the normal activities of a Residential Service Unit. Large Items must be generated by and at the Residential Service Unit wherein the Large Items are Collected. Large Items do not include items herein defined as Exempt Waste.

1.52 Large Item Collection Service. The periodic on-call Collection of Large Items, by the CONTRACTOR, from Residential Service Units in the Service Area, and the delivery of those Large Items to a Disposal Facility, Materials Recycling Facility or such

other facility as may be appropriate under the terms of this Contract. Large Item Collection Service does not include the Collection of Large Items through the use of Roll-Off Containers.

1.53 Material Change in Law. A Change in Law that (a) results in a documented increase in CONTRACTOR's costs of providing services under this Agreement and (b) relates specifically to any aspect of the solid waste industry (including, for the avoidance of doubt and without limitation, changes to AB 939, changes to CalRecycle regulations, or changes to other applicable laws relating specifically to any aspect of "solid waste handling," "solid waste disposal" or "solid waste facilities," as such terms are defined in AB 939).

1.54 Materials Recycling Facility (MRF). Any facility designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Source Separated Recyclable Materials for sale.

1.55 Non-Collection Notice. A process developed and used by the CONTRACTOR, as approved by the DISTRICT, to notify Service Recipients of the reason for non-collection of materials set out by the Service Recipient for Collection by CONTRACTOR pursuant to this Contract.

1.56 Non-Compostable Paper. "Non-Compostable Paper" includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

1.57 Organic Waste. "Organic Waste" means Solid Waste containing material originated from living organisms and their metabolic waste products, including, but not limited to, Food Waste, Green Waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with Food Waste.

1.58 Paper Products. "Paper Products" include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

1.59 Prohibited Container Contaminants. "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the Green Container; (iii) discarded materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials and/or Source Separated Green Container Organic Wastes, and, (iv) non-Solid Waste items placed in any container. Prohibited Container Contaminants procedures are provided in Exhibit 7.

1.60 Property Owner. "Property Owner" means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

1.61 Public Resources Code (PRC). "Public Resources Code" or "PRC" means the California Public Resources Code.

1.62 Putrescible Waste. "Putrescible Waste" means wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but

not limited to Food Waste, offal, and dead animals; or as otherwise defined in 14 CCR Section 17402(a)(21).

1.63 Rebuilt Vehicle. For purposes of this Contract, "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.

1.64 Recyclable Materials. Those materials which are capable of being recycled and which would otherwise be processed or disposed of as Residential Solid Waste. These materials will be as defined by the DISTRICT from time to time. Recyclable Materials currently being Collected include: newsprint (including inserts); mixed paper (including magazines, catalogs, envelopes, junk mail, corrugated cardboard, Kraft brown bags and paper, paperboard, paper egg cartons, and telephone books); glass containers; aluminum beverage containers; small scrap and cast aluminum (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); steel including "tin" cans and small scrap (not exceeding forty (40) pounds in weight nor two (2) feet in any dimension for any single item); bimetal containers; mixed plastics such as plastic bags, plastic film, plastic containers (1-7), and bottles including containers made of HDPE, LDPE, PET, or PVC; aseptic containers; and polystyrene.

1.65 Recycling Cart. A heavy plastic receptacle with a rated capacity of not less than sixty four (64) gallons and not more than ninety six (96) gallons, for use by Service Recipients for Residential Recycling Collection Service under this Contract. Recycling Carts must meet the minimum specifications set forth in Exhibit 4 to this Contract.

1.66 Residential Collection Service. Residential Gray Container Waste Collection Service, Residential Source Separated Recycling Collection Service, Residential Source Separated Green Organic Waste Collection Service Large Item Collection Service and Residential Used Oil Collection Service.

1.67 Residential Source Separated Green Container Organic Waste Collection Service. The Collection of Source Separated Green Container Organic Waste by the CONTRACTOR from Residential Service Units in the Service Area and the delivery of the Source Separated Green Container Organic Waste to a permitted Processing Facility.

1.68 The Collection of all Green Container Organic Waste from Residential Service Units in the Service Area and the delivery of that Green Container Organic Waste to a permitted Processing Facility.

1.69 Residential Source Separated Recycling Collection Service. The Collection of Source Separated Recyclable Materials by the CONTRACTOR from Residential Service Units in the Service Area and the delivery of those Source Separated Recyclable Materials to a Materials Recycling Facility.

1.70 Residential Service Unit. Any Dwelling Unit in the Service Area utilizing a gray, blue and green Carts, or any combination of Dwelling Units sharing gray, blue and green Carts, for the accumulation and set out of Residential Solid Waste.

1.71 Residential Solid Waste. "Residential Solid Waste" has the same meaning as defined in PRC Section 40191, which defines Solid Waste as all Putrescible Waste and non-Putrescible Waste that are solid, semisolid, or liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage Sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

(1) Hazardous waste, as defined in PRC Section 40141.

(2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code).

(3) Medical waste regulated pursuant to the Medical Waste Management Act (Part 14, commencing with Section 117600, of Division 104 of the Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste Landfill, as defined in PRC Section 40195.1. Medical waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to PRC, Division 30.

1.72 Residential Gray Container Waste Collection Service. The Collection of Residential Gray Container Waste, by the CONTRACTOR, from Residential Service Units in the Service Area and the delivery of that Residential Gray Container Waste to a Disposal Facility.

1.73 Residential Used Cooking Oil Collection Service. The Collection of Used Cooking Oil in Used Cooking Oil Containers, by the CONTRACTOR, from all Residential Service Units in the Service Area utilizing Used Cooking Oil Containers for the accumulation and set-out of Used Cooking Oil and the appropriate disposition of the Used Cooking Oil in accordance with the requirements of this Contract.

1.74 Residential Used Motor Oil Collection Service. The Collection of Used Motor Oil in Used Motor Oil Containers and Used Motor Oil Filters in Used Motor Oil Filter Containers, by the CONTRACTOR, from all Residential Service Units in the Service Area utilizing Used Motor Oil and Filter Containers for the accumulation and set-out of Used Motor Oil and Used Motor Oil Filters and the appropriate disposition of the Used Motor Oil and Used Motor Oil Filters in accordance with the requirements of this Contract.

1.75 Roll-Off Collection Service. The Collection of Roll-Off Containers containing Construction and Demolition Debris.

1.76 Service Area. The area within the DISTRICT.

1.77 Service Recipient. An individual receiving Collection Services.

1.78 Source Separated Green Container Organic Waste. The Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate Collection of Organic Waste by the Generator. The accepted types of Source Separated Green Container Organic Waste and process for modifying the accepted types

of Source Separated Green Container Organic Waste are specified in Article 7. Source Separated Green Container Organic Waste is a subset of Organic Waste.

1.79 Source Separated Recyclable Materials. The Source Separated Non-Organic Recyclables that can be placed in a Blue Container that is specifically intended for the separate Collection of Recyclable Materials by the Generator. The accepted types of Source Separated Recyclable Materials and process for modifying the accepted types of Source Separated Recyclable Materials are specified in

1.80 Sludge. The accumulated solids, residues and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal objects or any other such waste having similar characteristics or effects.

1.81 Stable Matter. Manure and other waste matter normally accumulated in stables or in livestock or poultry enclosures.

1.82 Uncontrollable Circumstances. An act of nature, landslide, lightning, earthquake, fire, flood, explosion, sabotage, acts of a public enemy, war, blockade or insurrection, riot or civil disturbance, a Change in Law, or any other act, event or condition affecting either Party beyond the control of such Party and not the result of willful or negligent action or inaction of such Party (other than the contesting in good faith or the failure in good faith to contest such action or inaction), which materially and adversely affects the ability of either Party to perform any obligation hereunder, but excluding,

1.81.1 Either Party's own breach of its obligations hereunder;

1.81.2 Adverse changes in the financial condition of either Party or any Change in Law with respect to any taxes based on or measured by net income, or any unincorporated business, payroll, or employment taxes;

1.81.3 The consequences of errors in performing CONTRACTOR'S obligations on the part of the CONTRACTOR, its employees, agents, or affiliates;

1.81.4 Labor unrest including, but not limited to, strikes, work stoppages or slowdowns, sick-outs, picketing, or other labor disputes or disturbances conducted by CONTRACTOR'S employees or directed at CONTRACTOR;

1.81.5 The failure of the CONTRACTOR to secure patents, licenses, trademarks, and the like necessary for CONTRACTOR to perform its obligations.

1.83 Used Cooking Oil. Any cooking oil that has been produced for food preparation and consumption purposes, and is no longer useful to the Service Recipient because of use, extended storage, or spillage. Used Oil must be generated by and at the Residential Service Unit wherein the Used Cooking Oil is collected. Used Cooking Oil shall not contain water, soapsuds, and/or food debris.

1.84 Used Cooking Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Cooking Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Cooking Oil Container.

1.85 Used Motor Oil. Any oil that has been refined from crude oil or has been synthetically produced, and is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water; or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Motor Oil must be generated by and at the Residential Service Unit wherein the Used Motor Oil is collected. Used Motor Oil does not include transmission fluid.

1.86 Used Motor Oil Container. A plain co-poly container provided by the CONTRACTOR for the accumulation of Used Motor Oil that is at least four (4) quarts in capacity, leak-proof, has a screw-on lid and has a label designating it for use as a Used Motor Oil Container.

1.87 Used Motor Oil Filter. Any oil filter that is no longer useful to the Service Recipient because of extended storage, spillage or contamination with non-hazardous impurities such as dirt or water, or has been used and as a result of such use has been contaminated with physical or chemical impurities. Used Motor Oil Filters must be generated by and at the Residential Service Unit wherein the Used Motor Oil Filter is Collected.

1.88 Used Motor Oil Filter Container. A six (6) mil poly bag with double track seal with dimensions of at least fourteen and one-half (14.5) inches by eight (8) inches with a one and one-quarter (1¼) inch diameter hole above the seal, provided by the CONTRACTOR for the accumulation of Used Motor Oil Filters that has a label designating it for use as a Used Motor Oil Filter Container.

1.89 White Goods. Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar household appliances.

1.90 Work Day. Any day, Monday through Friday that is not a holiday as set forth in Section 3.07 of this Contract, and is consistent with the Hours and Day of Collection as set forth on Section 7.04 of this Contract.

Article 2. Term of Contract

2.01 Amended Term. The term of this Contract, as amended, shall be for a period beginning January 1, 2023 and terminating on June 30, 2035, provided, however, that the CONTRACTOR shall be bound by, and fulfill all terms of, the original Contract between the parties dated July 1, 2013 until December 31, 2022.

2.02 Extension of Term. On or before January 1, 2035 provided the DISTRICT Manager determines that the CONTRACTOR has met the minimum performance and diversion requirements, as set forth in Article 9, the DISTRICT may offer the CONTRACTOR, or CONTRACTOR may request, in writing a ten (10) year extension of this Contract. CONTRACTOR shall provide written notice to the DISTRICT as to whether CONTRACTOR accepts or rejects the DISTRICT' offer within twenty (20) Work Days of the

date of the offer. If CONTRACTOR fails to provide such notice to the DISTRICT within said twenty (20) Work Days, the DISTRICT'S offer shall be deemed withdrawn and the DISTRICT shall have no obligation to extend the term of this Contract beyond June 30, 2035. If the term of this Contract is extended, the compensation provisions of Article 4 shall not be subject to negotiation. However, the compensation payable to CONTRACTOR shall be adjusted annually throughout the extended term as provided in Article 4.

2.03 Voiding of Extensions. In the event CONTRACTOR fails to meet the minimum service and diversion requirements set forth in Article 9, CONTRACTOR understands and agrees that the service extension set forth in Section 2.02 above is voided and that this Contract shall terminate on June 30, 2035 as set forth in Section 2.01 of this Contract.

2.04 Other Provisions. The DISTRICT may, at the end of the Contract term or optional extended term, as appropriate, either renegotiate the terms and conditions of the Contract with the current CONTRACTOR or request proposals from qualified companies to provide Collection Services.

Article 3. Services Provided by the Contractor

3.01 Grant of Exclusive Contract. Except as otherwise provided in this Contract, the CONTRACTOR is herein granted an exclusive Contract to provide Residential Collection Services within the Service Area. No other Solid Waste Collection Services, including Roll-Off Collection Services, shall be exclusive to the CONTRACTOR.

3.02 Sale or Donation of Recyclable Materials by Service Recipients. Nothing in this Contract shall preclude a Service Recipient from transporting and selling or donating their Source Separated Recyclable Materials to a private or public entity provided that such entity does not charge the Service Recipient a fee or service charge of any type related to the sale or donation of the Source Separated Recyclable Material.

3.03 Responsibility for Billing and Collection. The DISTRICT shall be responsible for the billing and collection of payments for Collection Services within the Service Area.

3.04 DISTRICT'S Payment to CONTRACTOR. DISTRICT shall make payment to the CONTRACTOR of the Service fee as specified in this Section 3.05. Payment to the CONTRACTOR shall be due on the twentieth (20th) day of the month following the month the revenues are collected. Payment to CONTRACTOR shall be equal to the current amount billed by DISTRICT for services provided by CONTRACTOR, less any Administrative Charges levied against CONTRACTOR. DISTRICT may deduct any Administrative Charges levied against CONTRACTOR as specified in Article 17 from the payments due to the CONTRACTOR.

3.05 Service Standards. CONTRACTOR shall perform all Collection Services under this Contract in a thorough and professional manner. Collection Services described

in this Contract shall be performed regardless of weather conditions or difficulty of Collection.

3.06 Labor and Equipment. CONTRACTOR shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of CONTRACTOR'S obligations under this Contract. CONTRACTOR shall at all times have sufficient backup equipment and labor to fulfill CONTRACTOR'S obligations under this Contract. No compensation for CONTRACTOR'S services or for CONTRACTOR'S supply of labor, equipment, tools, facilities or supervision shall be provided or paid to CONTRACTOR by the DISTRICT or by any Service Recipient except as expressly provided by this Contract.

3.07 Holiday Service. The DISTRICT observes Thanksgiving Day, December 25th, January 1st and July 4th as legal holidays. CONTRACTOR 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 Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Thursday Collection Services being performed on Friday.

3.08 Inspections. The DISTRICT shall have the right to inspect the CONTRACTOR'S facilities or Collection vehicles and their contents at any time while operating inside or outside the DISTRICT.

3.09 Commingling of Materials.

3.09.1 Gray Container Waste, Source Separated Recyclable Material And Source Separated Green Container Organic Waste. CONTRACTOR shall not at any time commingle Residential Solid Waste Collected pursuant to this Contract, with any Source Separated Recyclable Material and/or Source Separated Green Container Organic Waste separated for Collection pursuant to this Contract, without the express prior written authorization of the Contract Administrator.

3.09.2 Residential Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste Collected in the DISTRICT. CONTRACTOR shall not at any time commingle any Residential Waste Collected pursuant to this Contract, with any other material Collected by CONTRACTOR inside or outside the Rancho Murieta Community Services DISTRICT, without the express prior written authorization of the Contract Administrator.

3.09.3 Source Separated Recyclable Materials And Source Separated Green Container Organic Waste. CONTRACTOR shall not at any time commingle Source Separated Recyclable Materials and/or Source Separated Green Container Organic Waste Collected pursuant to this Contract, with any other material Collected by CONTRACTOR inside or outside the DISTRICT, without the express prior written authorization of the Contract Administrator.

3.10 Spillage and Litter. The CONTRACTOR shall not litter premises in the process of providing Collection Services or while its vehicles are on the road. The CONTRACTOR shall transport all materials Collected under the terms of this Contract in such a manner as to prevent the spilling or blowing of such materials from the

CONTRACTOR'S vehicle. The CONTRACTOR shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Residential Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste and shall immediately, at the time of occurrence, clean up such spilled or dropped Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste.

3.10.1 The CONTRACTOR shall not be responsible for cleaning up unsanitary conditions caused by the carelessness of the Service Recipient; however, the CONTRACTOR shall clean up any materials or residue that are spilled or scattered by the CONTRACTOR or its employees.

3.10.2 Equipment oil, hydraulic fluids, spilled paint, or any other liquid or debris resulting from the CONTRACTOR'S operations or equipment repair shall be covered immediately with an absorptive material and removed from the street surface. When necessary, CONTRACTOR shall apply a suitable cleaning agent to the street surface to provide adequate cleaning.

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

3.10.4 To facilitate such cleanup, CONTRACTOR'S vehicles shall at all times carry sufficient quantities of petroleum absorbent materials along with a broom and shovel.

3.11 Ownership of Materials.

3.11.1 Title to Residential Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste shall pass to CONTRACTOR at such time as said materials are placed in the CONTRACTOR'S Collection vehicle.

3.12 Household Hazardous Waste (HHW) Events. CONTRACTOR shall provide Residential Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste collection services annually as requested by DISTRICT for their HHW collection event. Services shall be provided in such a manner that all Residential Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste needs of the event are adequately and properly provided for by CONTRACTOR at no cost of any kind to DISTRICT.

3.13 Collection at DISTRICT Administrative Facility. CONTRACTOR, at no charge to DISTRICT will provide the Gray Container Waste, Source Separated Recyclable Material and Source Separated Green Container Organic Waste Collection Services at DISTRICT administrative facility. Current service includes four (4) cubic yards of solid waste and four (4) cubic yards of recycling, each collected weekly. In addition, DISTRICT can

increase the Collection capacity at this facility at any point during the term of the Contract, not to exceed two (2) times the current service.

Article 4. Charges and Rates

4.01 Collection Services. The DISTRICT shall be responsible for the billing and collection of payments for all Collection Services. The CONTRACTOR shall charge the DISTRICT the Collection Service Rates established in Exhibit 1, which is attached to and included in this Contract, and as may be adjusted under the terms of this Contract.

4.01.1 Partial Month Service. If, during a month, a Residential Service Unit is added to or deleted from CONTRACTOR'S Service Area, the CONTRACTOR'S billing to the DISTRICT shall be pro-rated by dividing the appropriate monthly Collection Service Rate established in Exhibit 1 by four (4) and multiplying the result by the number of actual weeks in the month that service was provided to the Residential Service Unit.

4.01.2 Production of Invoices. The CONTRACTOR shall produce an invoice, in a form and format that is approved by the Contract Administrator, for services received under this Contract each month, twelve (12) times per year. The CONTRACTOR'S invoice shall be submitted to the DISTRICT no later than the tenth (10th) day of the month following the period for which the service is being billed. At a minimum, CONTRACTOR'S invoice shall include the name and address of each serviced account broken down by the size of the garbage cart size, any changes in services, and any additional services that were provided. CONTRACTOR invoices shall be provided in written form and in electronic format compatible to the DISTRICT'S billing system.

Annual Rate Adjustment. Subject to the DISTRICT's approval, adjustments to the rates established herein may be made annually, beginning on July 1, 2023, and annually thereafter. Any such rate increase shall be 100% of the U.S. Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services (Series CUSR0000SEHG) for the twelve-month period ending on the preceding February 1. The result of this calculation expressed as a decimal shall be added to one and multiplied by the then current Collection Service Rates. The product of this calculation shall be the new Collection Service Rates. In no case shall such annual rate increase exceed 5.5% subject to approval of the DISTRICT.

For the July 1, 2023 Annual Rate Adjustment only, the then current service rates to be adjusted shall be the average of the Collection Service Rates for the previous 12 months.

For the July 1, 2023 Annual Rate Adjustment only, the rate for one (1) Large Item collection will be added after the Annual Rate Adjustment is calculated according to this Section 4.02, as shown in Exhibit 1.

For the July 1, 2023 and July 1, 2024 Annual Rate Adjustments, after the Annual Rate Adjustment is calculated according to this Section 4.02, the phased organics collection amounts shown in Exhibit 1 shall be added to the new Collection Service Rates.

4.02 Adjustments Due to Material Changes in Law.

4.02.1 If a Material Change in Law(s) occurs after the date hereof, then, upon notification by CONTRACTOR, DISTRICT and CONTRACTOR shall negotiate in good faith a reasonable and appropriate adjustment to rates sufficient to offset CONTRACTOR'S

increased costs of operation or reduced gross revenue resulting from the Material Change in Law(s).

4.02.2 The Parties may negotiate and agree on the amount of any rate adjustment pursuant to this Section without a detailed rate review. CONTRACTOR shall bear the burden of justifying to DISTRICT any adjustment due to a Material Change in Law(s) and shall bear its own costs of preparing its request for an adjustment and supporting documentation. DISTRICT may request from CONTRACTOR such further information as it reasonably deems necessary to fully evaluate CONTRACTOR'S request and make its determination whether CONTRACTOR has satisfied its burden, which determination shall not be unreasonably withheld. DISTRICT shall notify CONTRACTOR of its determination within ninety (90) calendar days of receipt of the written request and all other additional information reasonably requested by DISTRICT. Any such change will be implemented on the following July 1st, or within any other time frame agreed upon between DISTRICT and CONTRACTOR. Any adjustment in rates due to a Material Change in Law shall be approved by the DISTRICT and memorialized in a written amendment to this Agreement.

4.03 Extraordinary Rate Adjustment. The DISTRICT and CONTRACTOR are entitled to seek an adjustment of rates at any time should one or more of the following extraordinary events occur and, after considering offsetting effects of other events or trends on revenues or expenses, such event or events shall cause—or be reasonably projected to cause—a material change in CONTRACTOR'S total operating costs or gross revenues, or a combination thereof. If the Extraordinary Adjustment is requested in conjunction with the annual rate adjustment described in Section **Error! Reference source not found.**, the increase or decrease in Maximum Service Rates approved for the next Agreement Year attributable to the extraordinary adjustment shall be calculated retroactively from the date on which the CONTRACTOR's costs increase or decrease due to the event giving rise to the extraordinary adjustment.

4.03.1 Emergency Service. Provision of emergency services.

4.03.2 New or Expanded Programs. New or expanded programs or services required by the DISTRICT and not otherwise provided by CONTRACTOR under this Agreement.

4.03.3 Uncontrollable Circumstance. An event of Uncontrollable Circumstance, as defined herein.

4.03.4 Fees. Changes in regulatory, governmental, or other surcharge fees after execution hereof.

4.03.5 Recycling - Changes to Work. Should an Uncontrollable Circumstance or other changes in circumstances arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes pursuant to Section 4.04 hereof and shall enter into an Agreement amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

4.03.6 Other Reasons Agreed Upon by Parties. For any other reason if agreed upon by the CONTRACTOR and DISTRICT.

Article 5. CalRecycle Requirements

5.01 Minimum Requirements. The DISTRICT requires the CONTRACTOR to Comply with all applicable CalRecycle requirements, including SB 1383 requirements as set forth in Exhibit 7 for each Contract Year.

5.02 Failure to Meet SB 1383 Requirements. CONTRACTOR'S failure to meet the applicable SB 1383 hauler requirements set forth in Exhibit 7 is a breach of this Contract and may result in the DISTRICT's termination of this Contract or the imposition of administrative charges.

Article 6. Residential Service Units

6.01 Residential Service Units. Residential Service Units shall include all premises which are in the Service Area as of July 1, 2022, and all such premises which may be added to the Service Area by means of annexation, new construction, or as otherwise set forth in this Contract during the term of this Contract . Any question as to whether a premises falls within this category shall be determined by the Contract Administrator and the determination of the Contract Administrator shall be final.

6.02 Residential Service Unit Changes. The DISTRICT and CONTRACTOR acknowledge that during the term of this Contract it may be necessary or desirable to add or delete Residential Service Units for which CONTRACTOR will provide Service.

6.02.1 Additions and Deletions. CONTRACTOR shall provide services described in this Contract to new Residential Service Units in the Service Area within five (5) Work Days of receipt of notice from the Residential Service Unit to begin such Service.

6.03 Annexation. If during the term of the Contract, additional territory is acquired by the DISTRICT through annexation, CONTRACTOR agrees to provide Collection Services in such annexed area in accordance with the provisions and Collection Service Rates set forth in this Contract. Such Collection Services shall begin within five (5) Work Days of receipt of written notice from the DISTRICT. CONTRACTOR shall not begin Collection Service without written authorization from the DISTRICT.

6.04 Route Map Update. CONTRACTOR shall revise the Residential Service Unit route maps to show the addition of Residential Service Units added due to annexation and shall provide such revised maps to the Contract Administrator as requested. CONTRACTOR shall provide revised maps both in written form and electronic format in a manner approved by the DISTRICT.

Article 7. Residential Collection Service

7.01 Residential Collection Service. These services shall be governed by the following terms and conditions:

7.01.1 Conditions of Service. The CONTRACTOR shall provide Residential Collection Service to all Residential Service Units in the Service Area whose Residential

Gray Container Waste is properly containerized in Gray Containers, Source Separated Recyclable Materials are properly containerized in Blue Containers, except as set forth in Section 7.06.1, and Source Separated Green Container Organic Waste is properly containerized in Green Containers, except as set forth in Section 7.07.1 and 7.07.2, where the Gray, Blue and Green Containers 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

7.02 On-Premises Service. Notwithstanding any term or definition set forth in this Contract, CONTRACTOR shall provide on-premises Collection of Residential Gray Container Waste, Source Separated Recyclable Materials, and Green Container Organic Waste to a Residential Service Unit if a request for on-premises service has been made to, and approved by, the Contract Administrator in the manner required by the DISTRICT. The Contract Administrator shall notify the CONTRACTOR in writing of any Residential Service Units requiring on-premises service along with the date such service is to begin. No additional monies shall be due to the CONTRACTOR for the provision of on-premises service.

7.02.1 Collection Day. CONTRACTOR shall provide on-premises Collection Service on the same Work Day that curbside Collection Service would otherwise be provided to the Residential Service Unit.

7.02.2 Frequency and Scheduling of Service. Except as set forth in Sections 7.10 and 7.12, Residential Gray Container Waste Collection Service and Source Separated Green Container Organic Waste Collection Service shall be provided one (1) time per week on a scheduled route basis. Residential Recycling Collection Service, including Residential Used Cooking Oil Collection Service and Used Motor Oil Collection Service shall be provided one (1) time every other week and shall be scheduled so that a Residential Service Unit receives Residential Gray Container Waste Collection Service, Source Separated Green Container Organic Waste and Residential Recycling Collection Service, including Residential Used Cooking Oil Collection Service and Used Motor Oil Collection Service On the same Work Day.

7.03 Hours and Days of Collection. Residential Collection Service shall be provided, commencing no earlier than 6:30 a.m. and terminating no later than 5:00 p.m., Tuesday through Thursday with no service on Saturday or Sunday. The hours, days, or both of Collection may be extended due to extraordinary circumstances or conditions with the prior written consent of the Contract Administrator.

7.04 Manner of Collection. The CONTRACTOR shall provide Residential Collection Service with as little disturbance as possible and shall leave any Gray, Blue or Green Containers in an upright position with the lid closed at the same point it was Collected without obstructing alleys, roadways, driveways, sidewalks or mail boxes.

7.04.1 CONTRACTOR'S employees providing Residential Collection Service shall follow the regular walk for pedestrians while on private property and shall not 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.

7.04.2 Purchase and Distribution of Gray, Blue and Green Containers. The CONTRACTOR shall be responsible for the purchase and distribution of fully assembled and functional Gray, Blue and Green Containers to Residential Service Units in the Service Area. The size and number of Carts to be distributed will be as requested by Service Recipient. Residential Service Units shall be provided with one (1) Gray Container, one (1) Blue Container and one (1) Green Container.

7.04.3 Replacement of Gray, Blue and Green Containers. CONTRACTOR'S employees shall take care to prevent damage to Carts by unnecessary rough treatment. However, any Cart damaged by the CONTRACTOR shall be replaced by the CONTRACTOR, at the CONTRACTOR'S expense, within five (5) Work Days at no cost or inconvenience to the Service Recipient.

7.04.3.1 Upon notification to the CONTRACTOR by the Service Recipient that the Service Recipient's Gray, Blue or Green Container (s) has been stolen or damaged beyond repair through no fault of the CONTRACTOR, the CONTRACTOR shall deliver a replacement cart(s) to such Service Recipient within five (5) Work Days. The CONTRACTOR shall maintain records documenting all Cart replacements occurring on a monthly basis.

7.04.3.2 Each Service Recipient shall be entitled to the replacement of one (1) lost, destroyed, or stolen Gray Container, one (1) lost, destroyed, or stolen Blue Container, and one (1) lost, destroyed, or stolen Green Container during the term of this Contract at no cost to the Service Recipient. Except in the case of a Cart that must be replaced because of damage caused by CONTRACTOR or in the case where CONTRACTOR elects to replace a Cart rather than repair it on-site, CONTRACTOR shall be compensated for the cost of those replacements in excess of one (1) per type of Cart per Service Recipient during the term of the Contract, in accordance with the "Cart Exchange" Service Rate set forth in Exhibit 1, or as may be adjusted under the terms of this Contract.

7.04.3.3 CONTRACTOR understands and agrees that this provision is intended to be applied on a per cart type, Service Recipient basis and accordingly each Service Recipient could receive up to three (3) replacement Carts, one (1) of each type, during the life of the Contract.

7.04.4 Repair of Carts. CONTRACTOR shall be responsible for repair of Carts in the areas to include but not be limited to, hinged lids, wheels and axles. Within five (5) Work Days of notification by the DISTRICT or a Service Recipient of the need for such repairs, the CONTRACTOR shall repair the Cart or if necessary, remove the Cart for repairs and deliver a replacement Cart to the Service Recipient.

7.04.5 Cart Exchange. Upon notification to the CONTRACTOR by the DISTRICT or a Service Recipient that a change in the size of a Cart is required, the CONTRACTOR shall deliver such Cart to such Service Recipient within five (5) Work Days. Each Residential Service Unit shall be eligible to receive one (1) free Cart exchange per Contract Year during the term of this Contract during the term of this Contract. Accordingly, CONTRACTOR shall be compensated for the cost of those exchanges in excess of one (1) per Cart type per Contract Year, in accordance with the "Cart Exchange" service rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract.

7.04.6 Ownership of Carts. Ownership of Carts shall rest with the CONTRACTOR, except that ownership of Carts in the possession of a Service Recipient at the end of this Contract shall rest with the DISTRICT.

7.05 Residential Solid Waste Collection Service. This service will be governed by the following terms and conditions:

7.05.1 Non-Collection. CONTRACTOR shall not be required to Collect any Gray Container Waste that is not placed in a Gray Container. In the event of non-collection, CONTRACTOR shall notify the Customer explaining why Collection was not made. CONTRACTOR shall maintain documentation of such notices during the term of this Contract.

7.05.2 Contamination. CONTRACTOR shall comply with Contamination procedures as specified in Exhibit 7 of this Contract.

7.05.3 Disposal Facility. Except as set forth below, all Gray Container Waste Collected as a result of performing Residential Solid Waste Collection Service shall be transported to, and disposed of, at the Disposal Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 17 of this Contract and may result in the CONTRACTOR being in default under this Contract.

7.06 Residential Recycling Service. This service will be governed by the following terms and conditions:

7.06.1 Overages. Corrugated cardboard that will not fit inside the Recycling Cart may be placed beside the Recycling Cart.

7.06.2 Recycling – Improper Procedure. CONTRACTOR shall comply with Contamination procedures as specified in Exhibit 7 of this Contract.

7.06.3 Material Recycling Facility. All Source Separated Recyclable Materials Collected as a result of performing Residential Source Separated Recycling Collection Services shall be delivered to a Material Recycling Facility. Failure to comply with this provision shall result in the levy of an administrative charge as specified in Article 17 of this Contract and may result in the CONTRACTOR being in default under this Contract.

7.06.4 Recycling – Changes to Work. Should changes in law arise that necessitate any additions or deletions to the work described herein including the type of items included as Recyclable Materials, the parties shall negotiate any necessary cost changes and shall enter into an Contract amendment covering such modifications to the work to be performed and the compensation to be paid before undertaking any changes or revisions to such work.

7.07 Residential Source Separated Green Container Organic Waste Collection Service. This service will be governed by the following terms and conditions:

7.07.1 Leaf Collection. During the four (4) month period beginning December 1, 2022, and ending March 31, 2035, or any contiguous four (4) month period as directed by the DISTRICT, and annually thereafter during the term of this Contract, Service Recipients may place unlimited amounts of leaves at the curb alongside their Green Container as part of Source Separated Green Container Organic Waste Collection Service. The leaves shall be placed in plastic lawn and leaf bags and closed in such a manner as to contain the leaves during Collection. Leaves must be generated by and at the Residential Service Unit wherein the leaves are collected. During this period, CONTRACTOR shall Collect and dispose of all leaves that are properly bagged and placed at the curb at no additional charge to the Service Recipient.

7.07.2 Christmas Tree Collection. The CONTRACTOR shall Collect Christmas Trees set out at the curb for Collection during the three-week period beginning December 26, 2022 and annually thereafter during the term of this Contract. CONTRACTOR shall deliver the Collected Christmas Trees to an appropriate facility for processing. This annual service shall be provided at no additional charge to the Service Recipient.

7.07.3 Non-Collection. Except as set forth in Sections 7.07.1 and 7.07.2 above, CONTRACTOR shall comply with Contamination procedures as specified in Exhibit 7 of this Contract.

7.08 Source Separated Green Container Organic Waste Processing Services. CONTRACTOR shall ensure that all Source Separate Green Container Organic Waste Collected pursuant to this Contract is diverted from the landfill in accordance with AB 939 and subsequent legislation and regulations.

7.08.1 CONTRACTOR shall ensure that the Green Waste Collected pursuant to this Contract is not disposed of in a landfill, except as a residue resulting from processing.

7.08.2 Source Separated Green Container Organic Waste Processing Facility. CONTRACTOR shall deliver all Collected Source Separated Green Container Organic Waste to a fully permitted Green Waste Processing Facility or a fully permitted transfer station. All expenses related to Green Waste processing and marketing will be the sole responsibility of CONTRACTOR.

7.09 Large Item Collection Service. This service will be governed by the following terms and conditions:

7.09.1 Conditions of Service. Beginning July 1, 2023, the CONTRACTOR shall provide Large Item Collection Service to all Residential Service Units in the Service

Area whose Large Items 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle. The Service Recipient shall be limited to six (6) cubic yards per Collection. Accordingly, CONTRACTOR shall be compensated for the cost of Collecting Large Items in excess of this limitation, or when containing Freon, in accordance with the "Additional or Special Large Item Collection" Service Rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract. Each Residential Service Unit in the Service Area shall be entitled to receive Residential Large Item Collection Service one time per Contract Year at no charge. Additional Residential Large Item Collection Service may be requested by each Residential Service Unit in accordance with the Approved Rate Schedule.

7.09.2 Frequency of Service. Large Item Collection Service shall be provided on the Service Recipient's regularly scheduled service day. The Service Recipient shall not intentionally commingle residential Large Items with other Residential Waste.

7.09.3 Large Items Containing Freon. In the event CONTRACTOR Collects Large Items that contain Freon, CONTRACTOR shall handle such Large Items in a manner such that the Large Items are not subject to regulation as hazardous waste under applicable state and federal laws or regulations. Service shall be subject to the "Additional or Special Large Item Collection" Service Rate as set forth in Exhibit 1 or as may be adjusted under the terms of this Contract.

7.09.4 Maximum Reuse and Recycling. CONTRACTOR shall dispose of Large Items Collected from Residential Service Units pursuant to this Contract in accordance with the following hierarchy:

- 7.09.4.1 Reuse as is (where energy efficiency is not compromised)
 - 7.09.4.1.1. Disassemble for reuse or Recycling
 - 7.09.4.1.2. Recycle
 - 7.09.4.1.3. Disposal

7.09.5 CONTRACTOR shall not landfill such Large Items unless the Large Items cannot be reused or recycled.

7.09.6 CONTRACTOR use of DISTRICT Property. DISTRICT agrees to designate approximately 20,000 square feet of undeveloped and accessible DISTRICT property for use by CONTRACTOR for the temporary storage and consolidation of Large Items. CONTRACTOR may also use the property solely for the storage of Containers during the term of this Contract. CONTRACTOR shall not permit any Hazardous Waste to be stored on the property. CONTRACTOR shall not install improvements on the property without DISTRICT's written consent. CONTRACTOR agrees to be solely responsible for keeping

the property clean and will remedy any unsanitary conditions upon forty-eight (48) hours' notice by DISTRICT.

7.10 Residential Household Battery Drop-Off Sites. At the DISTRICT'S request, CONTRACTOR shall donate to the DISTRICT up to four (4) total Household Battery kiosks for collection of Residential Household Batteries,. CONTRACTOR has no responsibility for any damages or injuries that arise from or related to the Residential Household Battery Drop-Off Sites and their use. CONTRACTOR shall periodically visit each kiosk site to collect the Household Batteries for proper recycling.

7.11 Residential Used Motor Oil Collection Service. This service will be governed by the following terms and conditions:

7.11.1 Conditions of Service. In conjunction with the provision of Residential Recycling Collection Service, the CONTRACTOR shall provide Residential Used Motor Oil Collection Service to all Residential Service Units in the Service Area utilizing Used Motor Oil Containers for the accumulation and set-out of their Used Motor Oil, and Used Motor Oil Filter Containers for the accumulation and set out of their Used Motor Oil Filters where the Used Motor Oil Containers and Used Motor Oil Filter Containers 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

7.11.2 Non-Collection. CONTRACTOR shall not be required to collect material placed in Used Motor Oil or Used Motor Oil Filter Containers unless the material is Used Motor Oil or Used Motor Oil Filters, as appropriate, and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Motor Oil or Used Motor Oil Filter. In the event of non-collection, CONTRACTOR shall affix to the Used Motor Oil or Used Motor Oil Filter Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Motor Oil or Filter was placed in an improper container, CONTRACTOR shall also leave Used Motor Oil or Used Motor Oil Filter Containers in a number sufficient to contain the Used Motor Oil or Used Motor Oil Filters set out, but not exceeding a number sufficient to hold sixteen (16) quarts, or two (2) Used Motor Oil Filters along with the Non-Collection Notice.

7.11.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Motor Oil Collection Service and shall cleanup any Used Motor Oil that spills during Collection, which has leaked from the Used Motor Oil or Used Motor Oil Filter Container, or which spills or leaks during the time the Used Motor Oil or Used Motor Oil Filter is in the Collection vehicle. CONTRACTOR will not be responsible for any environmental impacts associated with any spills not caused directly by CONTRACTOR.

7.11.4 Used Motor Oil and Used Motor Oil Filter Containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of the DISTRICT or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Motor Oil

Containers and Used Motor Oil Filter Containers in the number requested by the DISTRICT or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Motor Oil and two (2) Used Motor Oil Filters.

7.11.4.1 At the time CONTRACTOR Collects Used Motor Oil from a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Motor Oil Container for each Used Motor Oil Container Collected and one (1) Used Motor Oil Filter Container for each Used Motor Oil Filter Container Collected. CONTRACTOR shall keep the outside of all Used Motor Oil and Used Motor Oil Filter Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

7.11.5 Segregation of Used Oil. CONTRACTOR shall keep all Used Motor Oil and Used Motor Oil Filters Collected pursuant to this Contract segregated from other materials.

7.11.6 Used Oil Processing. CONTRACTOR shall recycle all Used Motor Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Motor Oil and Used Motor Oil Filters that are contaminated or otherwise cannot be recycled.

7.11.6.1 CONTRACTOR shall recycle the Used Motor Oil only with persons who are authorized by the State of California to recycle Motor Oil. In the event the Used Motor Oil or Used Motor Oil Filters Collected pursuant to this Contract is contaminated to the extent that the Used Motor Oil or Used Motor Oil Filters require disposal as a Hazardous Waste, CONTRACTOR shall dispose of such Used Motor Oil or Used Motor Oil Filters, at CONTRACTOR'S own cost and expense in accordance with applicable state and federal law.

7.11.6.2 CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any contamination which renders the Used Motor Oil unacceptable for recycling or which requires disposal of the Used Motor Oil or Used Motor Oil Filters as a Hazardous Waste.

7.12 Residential Used Cooking Oil Collection Service. This service will be governed by the following terms and conditions:

7.12.1 Conditions of Service. In conjunction with the provision of Residential Recycling Collection Service, the CONTRACTOR shall provide Residential Used Cooking Oil Collection Service to all Residential Service Units in the Service Area utilizing Used Cooking Oil Containers for the accumulation and set-out of their Used Cooking Oil Containers where the Used Cooking Oil Containers 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 CONTRACTOR and Service Recipient, that will provide safe and efficient accessibility to the CONTRACTOR'S Collection crew and vehicle.

7.12.2 Non-Collection. CONTRACTOR shall not be required to collect material placed in Used Cooking Oil Containers unless the material is Used Cooking Oil, , and is free of contamination other than contamination normally expected to be present as a result of the use, storage or spillage of the Used Cooking Oil. In the event of non-collection, CONTRACTOR shall affix to the Used Cooking Oil Container a Non-Collection Notice explaining why Collection was not made and maintain a copy of such notice during the term of this Contract. Prior to the end of the Work Day, CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any non-collection occurrences. If non-collection is because the Used Cooking Oil was placed in an improper container, CONTRACTOR shall also leave Used Cooking Oil Containers in a number sufficient to contain the Used Cooking Oil set out, but not exceeding a number sufficient to hold sixteen (16) quarts, along with the Non-Collection Notice.

7.12.3 Spillage. CONTRACTOR shall carry oil absorbent material on all vehicles providing Used Cooking Oil Collection Service and shall cleanup any Used Cooking Oil that spills during Collection, which has leaked from the Used Cooking Oil Container, or which spills or leaks during the time the Used Cooking Oil is in the Collection vehicle. CONTRACTOR will not be responsible for any environmental impacts associated with any spills not caused directly by CONTRACTOR.

7.12.4 Used Cooking Oil Containers. Within three (3) Work Days of receipt of a verbal, written, or electronic request of the DISTRICT or a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, provide the Residential Service Unit where the Service Recipient resides with Used Cooking Oil Containers in the number requested by the DISTRICT or the Service Recipient but not exceeding a number sufficient to hold sixteen (16) quarts of Used Cooking Oil.

7.12.4.1 At the time CONTRACTOR Collects Used Cooking Oil from a Service Recipient, CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, leave at the premises one (1) Used Cooking Oil Container for each Used Oil Container Collected. CONTRACTOR shall keep the outside of all Used Cooking Oil Containers clean and may re-use the containers until the condition of the container makes it inappropriate for re-use.

7.12.5 Segregation of Used Cooking Oil. CONTRACTOR shall keep all Used Cooking Oil Collected pursuant to this Contract segregated from other materials.

7.12.6 Used Cooking Oil Processing. CONTRACTOR shall recycle all Used Cooking Oil Collected pursuant to this Contract to the extent feasible and shall properly dispose of all Used Cooking Oil that is contaminated or otherwise cannot be recycled.

7.12.6.1 CONTRACTOR shall recycle the Used Cooking Oil only with persons who are authorized by the State of California to recycle Cooking Oil.

7.12.6.2 CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail, of any contamination which renders the Used Cooking Oil unacceptable for recycling.

Article 8. Collection Routes

8.01 Service Routes. CONTRACTOR shall provide the DISTRICT with maps precisely defining Collection routes, together with the days and the times at which Collection shall regularly commence. CONTRACTOR shall provide maps both in written form and electronic format in a manner approved by the DISTRICT.

8.02 Service Route Changes. The CONTRACTOR shall submit to the DISTRICT, in writing, any proposed route change (including maps thereof) not less than thirty (30) calendar days prior to the proposed date of implementation. The CONTRACTOR shall not implement any route changes without the prior review of the Contract Administrator. If the change will change the Collection day for a Service Recipient, the CONTRACTOR shall notify those Service Recipients in writing of route changes not less than thirty (30) days before the proposed date of implementation.

8.02.1 Collection Route Audits. The DISTRICT reserves the right to conduct audits of CONTRACTOR'S Collection routes. The CONTRACTOR shall cooperate with the DISTRICT in connection therewith, including permitting DISTRICT employees or agents, designated by the Contract Administrator, to ride in the Collection vehicles in order to conduct the audits. The CONTRACTOR shall have no responsibility or liability for the salary, wages, benefits or worker compensation claims of any person designated by the Contract Administrator to conduct such audits.

Article 9. Minimum Performance and Diversion Standards

9.01 Contract Extensions. In order to receive the Contract term extension offers set forth in Article 2 of this Contract, the CONTRACTOR must meet or exceed the following annual minimum performance and CalRecycle standards in each Contract Year beginning July 1, 2022 subject to the discretion of the DISTRICT regarding the enforcement of diversion standards.

9.02 Performance Standards. Assessment of administrative charges, as set forth in Article 17 of this Contract of less than \$15,000 in each Contract Year beginning July 1, 2022.

9.03 CalRecycle SB 1383 Hauler Requirements. Performance of applicable SB 1383 hauler requirements as set forth in Article 5 and Exhibit 7 in each calendar year beginning January 1, 2023.

Article 10. Collection Equipment

10.01 Equipment Specifications.

10.01.1 General Provisions. All equipment used by CONTRACTOR in the performance of services under this Contract shall be of high quality. The vehicles shall be designed and operated so as to prevent collected materials from escaping from the

vehicles. Hoppers shall be closed on top and on all sides with screening material to prevent collected materials from leaking, blowing or falling from the vehicles. All trucks and containers shall be watertight and shall be operated so that liquids do not spill during Collection or in transit.

10.01.2 All Collection Service vehicles utilized by CONTRACTOR pursuant to this Contract shall provide fully-automated Residential Collection Service except where such service is not feasible because of topographic or other physical factors. Where fully-automated Residential Collection Service is not feasible, CONTRACTOR shall consult with the Contract Administrator regarding the Residential Collection Service equipment to be utilized.

10.01.3 Clean Air Fuel Vehicles. CONTRACTOR Collection vehicles shall be inspected annually and comply with all applicable, local, state and federal clean air requirements. For the avoidance of doubt and without limitation, irrespective of when enacted in relation to the date hereof, the Parties expressly recognize and acknowledge that the Advanced Clean Fleets (ACF) regulation, and other enacted laws, all intended to contribute to the goals of Governor's Executive Order N-79-20, constitutes a Material Change in Law that justifies DISTRICT and CONTRACTOR engaging in the negotiation described in Section 4.03 as to an adjustment in the Maximum Service Rates.

10.02 Lubricants. Except as approved in writing by the Contract Administrator on an individual vehicle basis, CONTRACTOR shall utilize re-refined motor oil and re-refined hydraulic oil in all vehicles used in CONTRACTORS performance of this Contract.

10.03 Large Items. Vehicles used for Collection of Large Items shall not use compactor mechanisms or mechanical handling equipment that may damage reusable goods or release Freon or other gases from pressurized appliances.

10.04 Collection Vehicles. CONTRACTOR shall not use any Collection vehicle that is not CARB compliant.

10.04.1 Registration. All vehicles used by CONTRACTOR in providing Collection Services under this Contract, except those vehicles used solely on CONTRACTORS premises, are to be registered with the California Department of Motor Vehicles.

10.04.2 Safety Markings. All Collection equipment used by COLLECTOR shall have appropriate safety markings including, but not limited to, highway lighting, flashing and warning lights, clearance lights, and warning flags. All such safety markings shall be subject to the approval of the DISTRICT and shall be in accordance with the requirements of the California Vehicle Code, as may be amended from time to time.

10.04.3 Vehicle Signage and Painting. Collection vehicles shall be painted and numbered consecutively without repetition and shall have the CONTRACTOR'S name, CONTRACTOR'S customer service telephone number, and the number of the vehicle painted in letters of contrasting color, at least four (4) inches high, on each side and the rear of each vehicle. No advertising shall be permitted other than the name of the CONTRACTOR except promotional advertisement of the Source Separated Recyclable Materials and Source Separated Green Container Organic Waste programs. CONTRACTOR shall repaint all vehicles (including vehicles striping) during the term of this

Contract on a frequency as necessary to maintain a positive public image as reasonably determined by the Contract Administrator.

10.05 Collection Vehicle Noise Level. The noise level generated by Collection vehicles using compaction mechanisms during the compaction process shall not exceed seventy-five (75) decibels at a distance of twenty-five (25) feet from the Collection vehicle measured at an elevation of five (5) feet above ground level using the "A" scale of the standard sound level meter at slow response. If requested, CONTRACTOR shall cause the Collection vehicles to be tested annually during the months of March and April, beginning March of 2023, and shall submit a certificate of testing showing that the vehicles met the requirements of this Article.

10.06 Vehicle Certification. For each Collection vehicle used in the performance of services under this Contract, CONTRACTOR shall obtain a certificate of compliance (smog check) issued pursuant to Part 5 of Division 26 of the California Health and Safety Code (Section 43000 et seq.) and regulations promulgated thereunder 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 thereunder, as applicable to the vehicle. CONTRACTOR shall maintain copies of such certificates and reports and shall make such certificates and reports available for inspection upon request by the Contract Administrator.

10.06.1 CONTRACTOR shall cause each vehicle in CONTRACTOR'S Collection fleet to be tested bi-annually in the California Heavy Duty Inspection Program (BIT) and shall submit written verification to the DISTRICT within ten (10) Work Days of the completion of such test. CONTRACTOR shall not use any vehicle that does not pass such inspection.

10.07 Equipment Maintenance. CONTRACTOR shall maintain Collection equipment in a clean condition and in good repair at all times. All parts and systems of the Collection equipment shall operate properly and be maintained in a condition satisfactory to the DISTRICT. CONTRACTOR shall wash all Collection vehicles at least once a week.

10.08 Maintenance Log. CONTRACTOR shall maintain a maintenance log for all Collection vehicles. The log shall at all times be accessible to the DISTRICT by physical inspection upon request of Contract Administrator, and shall show, at a minimum, each vehicles CONTRACTOR assigned identification number, date purchased or leased, dates of performance of routine maintenance, dates of performance of any additional maintenance, and description of additional maintenance performed.

10.08.1 Equipment Inventory. CONTRACTOR shall provide to the DISTRICT an inventory of Collection vehicles and major equipment used by CONTRACTOR for Collection or transportation and performance of services under this Contract. The inventory shall indicate each Collection vehicle by CONTRACTOR 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. Annually at the request of the Contract Administrator, CONTRACTOR shall submit, either by fax or e-mail, an updated inventory. 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 CONTRACTOR. Each vehicle inventory shall be accompanied by a certification signed by CONTRACTOR that all Collection vehicles meet the requirements of this Contract.

10.08.2 Reserve Equipment. The CONTRACTOR shall have available to it, at all times, reserve Collection equipment which can be put into service and operation within one (1) hour of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the CONTRACTOR to perform the contractual duties.

Article 11. Contractor's Office

11.01 CONTRACTOR'S Office. The CONTRACTOR shall maintain an office where DISTRICT and Service Recipient complaints can be received. Such office shall be equipped with sufficient telephones that all Collection Service related calls received during normal business hours are answered by an employee within five (5) rings, and shall have responsible persons in charge during Collection hours and shall be open during such normal business hours, 7:00 a.m. to 5:00 p.m. on all Work Days. The CONTRACTOR shall provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when the office is closed. Calls received after normal business hours shall be addressed the next Work Day morning. CONTRACTOR shall provide a local phone number or a toll free phone number.

11.01.1 Emergency Contact. The CONTRACTOR shall provide the Contract Administrator with an emergency phone number where the CONTRACTOR can be reached outside of the required office hours.

11.01.2 Multilingual/TDD Service. CONTRACTOR shall at all times maintain the capability of responding to telephone calls in English and Spanish. CONTRACTOR shall at all times maintain the capability or responding to telephone calls through Telecommunications Device for the Deaf (TDD) Services.

11.01.3 Service Recipient Calls. During office hours, CONTRACTOR shall maintain a telephone answering system capable of accepting at least eight (8) incoming calls at one time. CONTRACTOR shall record all service complaints into a customer service log.

11.01.4 All incoming calls will be answered within 5 rings. Any call "on-hold" in excess of 1.5 minutes shall have the option to remain "on-hold" or to leave a message and receive a call back. CONTRACTOR'S customer service representative shall return Service Recipient 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. 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. CONTRACTOR shall make minimum of three (3) attempts within twenty-four hours of the receipt of the call. If CONTRACTOR is unable to reach the Service Recipient on the next Work Day, the CONTRACTOR shall send a postcard to the Service

Recipient on the second Work Day after the call was received, indicating that the CONTRACTOR has attempted to return the call.

Article 12. Other Services

12.01 Public Outreach and Education Services. CONTRACTOR, at their own expense, shall prepare, submit and implement an annual (calendar year) Public Education and Outreach Program beyond any provided by the DISTRICT. The proposed action plan must be submitted annually for DISTRICT approval no later than October 1st. The program must include a minimum of four campaigns per calendar year, designed to increase diversion and resident participation. Campaigns should meet all SB 1383 requirements described in Exhibit 7 and any Collection routes in the CONTRACTOR'S Service Area where improvements can be maximized. Campaigns should target certain Recyclable Materials or "problem" areas of the CONTRACTOR'S 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 Administrator and CONTRACTOR staff. Additionally, CONTRACTOR shall provide a quarterly article for the DISTRICT to post on their website 'News & Updates' tab.

12.02 Annual Collection Service Notice. Each year during the term of this Contract, the CONTRACTOR shall publish and distribute a notice to all Residential Service Units regarding the Residential Collection Service programs. The notice shall contain at a minimum; definitions of the materials to be Collected, procedures for setting out the materials, maps of the Service Area indicating the days when Residential Solid Waste Collection Service, Large Item Collection Service, Residential Used Oil Collection Service, Residential Recycling Collection Service, and Green Waste Collection Service will be provided, and the CONTRACTOR customer service phone number. The notice shall be provided in English, and shall be distributed by the CONTRACTOR no later than October 15, 2005 preceding the Initial Contract Period and no later than Jan. 1st preceding each Contract Year thereafter.

12.03 Programs and Services. CONTRACTOR shall provide additional services and programs as requested by the DISTRICT at a price to be mutually agreed upon between the CONTRACTOR and the Contract Administrator. In the event the CONTRACTOR and the Contract Administrator cannot reach a mutually agreed upon price for the requested service or program, the DISTRICT shall have the right to procure the service of other vendors or contractors to provide the requested service.

12.04 News Media Relations. CONTRACTOR shall notify the Contract Administrator by fax, e-mail or phone of all requests for news media interviews related to the Collection Services program within twenty-four (24) hours of CONTRACTOR'S receipt of the request. Before responding to any inquiries involving controversial issues or any issues likely to affect participation or Service Recipient perception of services,

CONTRACTOR will discuss CONTRACTOR'S proposed response with the Contract Administrator.

12.04.1 Copies of draft news releases or proposed trade journal articles shall be submitted to the DISTRICT for prior review and approval at least five (5) Work Days in advance of release, except where CONTRACTOR is required by any law or regulation to submit materials to any regulatory agency in a shorter period of time, in which case CONTRACTOR shall submit such materials to the DISTRICT simultaneously with CONTRACTOR'S submittal to such regulatory agency.

12.04.2 Copies of articles resulting from media interviews or news releases shall be provided to the DISTRICT within five (5) Work Days after publication.

Article 13. Emergency Service Provisions

13.01 Emergency Services. In the event of a tornado, major storm, earthquake, fire, natural disaster, or other such event, the Contract Administrator may grant the CONTRACTOR a variance from regular routes and schedules. As soon as practicable after such event, the CONTRACTOR shall advise the Contract Administrator when it is anticipated that normal routes and schedules can be resumed. The Contract Administrator 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 CONTRACTOR hire additional equipment, employ additional personnel, or work existing personnel on overtime hours to clean debris resulting from the event. The CONTRACTOR shall receive additional compensation, above the normal compensation contained in this Contract, to cover the costs of rental equipment, additional personnel, overtime hours and other documented expenses based on the rates set forth in this Contract provided the CONTRACTOR has first secured written authorization and approval from the DISTRICT through the Contract Administrator.

Article 14. Record Keeping and Reporting Requirements

14.01 Record Keeping.

14.01.1 Accounting Records. CONTRACTOR shall maintain, 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. Such records, pertaining to service in the District, shall be subject to audit, copy, and inspection. CONTRACTOR shall maintain and preserve all cash, billing and disposal records for a period of not less than three (3) years following the close of each of the CONTRACTOR'S fiscal years.

14.01.2 Contract Materials Records. CONTRACTOR shall maintain records of the quantities of (i) Residential Waste Collected and disposed under the terms of this Contract, (ii) Recyclable Materials, by type, Collected, purchased, processed, sold, donated or given for no compensation, and residue disposed.

14.01.3 SB 1383 Compliance. CONTRACTOR shall maintain all records of SB 1383 compliance activities described in Exhibit 9.

14.01.4 Other Records. CONTRACTOR shall maintain all other records reasonably related to provision of Collection Services, whether or not specified in this Article 14 or elsewhere in the Contract.

14.02 Annual Reporting.

14.02.1 General. Annual reports shall be submitted no later than April 1 for the previous Contract Year. Annual reports shall be submitted in the CalRecycle format, and shall be provided electronically via email to the DISTRICT.

14.02.2 Diversion Reports. CONTRACTOR shall prepare annual reports for submittal to the DISTRICT for review and comment, and CONTRACTOR revision as needed. The DISTRICT shall submit the final report to the Sacramento County, if required. CONTRACTOR shall submit a draft report format to the DISTRICT annually by March 1. CONTRACTOR shall finalize the format in a form approved by the DISTRICT.

14.02.3 SB 1383 Compliance Reports. CONTRACTOR shall prepare annual reports for submittal to the DISTRICT for review and comment, and CONTRACTOR revision as needed using the CalRecycle SB 1383 format. CONTRACTOR shall submit a draft report format to the DISTRICT annually by March 1. CONTRACTOR shall finalize the format in a form approved by the DISTRICT.

14.02.4 DISTRICT Reports. Annual reports to the DISTRICT shall include:

14.02.4.1 Public education and information activities undertaken during the year, including distribution of bill inserts, 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 Service Units.

14.02.4.2 An analysis of any Recycling and Green Waste Collection, processing and marketing issues or conditions (such as participation, setouts, contamination, etc.) and possible solutions, discussed separately for Residential programs.

14.02.4.3 An electronic listing of all Residential Service Units including service recipient name, and address, billing name and address if different, and container size by service type. This report shall be in a format acceptable to the DISTRICT.

14.03 Additional DISTRICT Report Information to be Submitted as Requested.

14.03.1 the DISTRICT may also require that the annual reports include some or all of the following information and data:

14.03.2 Gray, Blue and Green Container Collection Data.

- Tons Collected daily on average by material type by route for Residential Collection Service;

- The average participation rates by quarter, relative to the total number of Service Units, and by material type;
- Quarterly totals of material processed and sold including facility name and location, average price received per ton and total recycling revenue received for the quarter;
- Quantities, if any, by material type, donated or otherwise disbursed without compensation;
- Number of Carts distributed by size; and
- Quarterly totals and location for residue disposed.

14.03.3 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 pickups and responses to such calls.

14.03.3.1 A summary narrative of problems encountered with Collection and processing activities and actions taken. Indicate type and number of Non-Collection Notices left at Service Recipient locations. Indicate instances of property damage or injury, significant changes in operation, market factors, publicity conducted, needs for publicity.

14.03.4 Contamination Monitoring. A summary narrative of the SB 1383 Contamination monitoring activities and findings and actions taken.

14.03.5 Cart Inventory. An updated complete inventory of Carts by type and size.

14.03.6 Additional Reporting. The CONTRACTOR shall furnish the DISTRICT with any additional reports as may reasonably be required, such reports to be prepared within a reasonable time following the reporting period.

Article 15. Nondiscrimination

15.01 Nondiscrimination. In the performance of all work and services under this Contract, CONTRACTOR shall not discriminate against any person on the basis of such person's race, sex, color, national origin, religion, marital status or sexual orientation. CONTRACTOR shall comply with all applicable local, state and federal laws and regulations regarding nondiscrimination, including those prohibiting discrimination in employment.

Article 16. Service Inquiries and Complaints

16.01 CONTRACTOR'S Customer Service. All service inquiries and complaints shall be directed to the CONTRACTOR. A representative of the CONTRACTOR shall be available to receive the complaints during normal business hours. All service complaints will be handled by the CONTRACTOR in a prompt and efficient manner. In the case of a dispute between the CONTRACTOR and a Service Recipient, the matter will be reviewed and a decision made by the Contract Administrator

16.01.1 The CONTRACTOR will utilize the Customer Service Log to

maintain a record of all inquiries and complaints in a manner prescribed by the DISTRICT.

16.01.2 For those complaints related to missed Collections that are received by 1:00 p.m. on a Work Day, the CONTRACTOR will return to the Residential Service Unit address and Collect the missed materials before leaving the Service Area for the day. For those complaints related to missed Collections that are received after 3:00 p.m. on a Work Day, the CONTRACTOR shall have until the end of the following Work Day to resolve the complaint. For those complaints related to repair or replacement of carts, the appropriate Sections of this Contract shall apply

16.01.3 CONTRACTOR agrees that it is in the best interest of the DISTRICT that all Residential Waste, Recyclable Materials, and Green Waste 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. However, in the event a Service Recipient requests missed Collection service more than two (2) times in any consecutive two (2) month period the Contract Administrator will work with the CONTRACTOR to determine an appropriate resolution to that situation. In the event the CONTRACTOR believes any complaint to be without merit, CONTRACTOR shall notify the Contract Administrator, either by fax or e-mail. The Contract Administrator will investigate all disputed complaints and render a decision.

Article 17. Quality of Performance of Contractor

17.01 Intent. CONTRACTOR acknowledges and agrees that one of the DISTRICT'S primary goals in entering into this Contract is to ensure that the Collection Services are of the highest caliber, that Service Recipient 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.

17.02 Service Supervisor. CONTRACTOR shall assign a qualified supervisor to be in charge of the Collection Service within the Service Area and shall provide the name of that person in writing to the Contract Administrator within thirty (30) days of the execution of this Contract, and annually by May 1st of each subsequent Contract Year of the term of this Contract, and any other time the person in that position changes. The supervisor shall be available to the Contract Manager through the use of telecommunication equipment at all times that CONTRACTOR is providing Collection Services in the Service area. In the event the supervisor is unavailable due to illness or vacation, CONTRACTOR shall designate an acceptable substitute who shall be available and who has the authority to act in the same capacity as the supervisor.

17.03 Contract Manager. CONTRACTOR shall designate a Contract Manager and shall provide the name of that person in writing to the DISTRICT within thirty (30) days of the execution of this Contract and annually by May 1st of each subsequent Contract Year of this Contract and any other time the person in that position changes. The Contract Manager

shall be available to the DISTRICT through the use of telecommunications equipment at all times that CONTRACTOR is providing Collection Services in the Service Area. The Contract Manager shall provide the DISTRICT with an emergency phone number where the Contract Manager can be reached outside of normal business hours.

17.04 Administrative Charges. It shall be the duty of CONTRACTOR to perform services under this Contract in such a manner as to implement the goals set forth in Section 17.01 above. In the event CONTRACTOR fails to perform the services set forth in this Contract, the DISTRICT may assess a one hundred dollar (\$100.00) administrative charge against CONTRACTOR for each incident of the following:

Administrative Charges

a.	Failure or neglect to resolve each complaint within the time set forth in this Contract.
b.	Failure to clean up spillage or litter caused by CONTRACTOR.
c.	Failure to repair damage to customer property caused by CONTRACTOR or its personnel.
d.	Failure to maintain equipment in a clean, safe, and sanitary manner.
e.	Failure to have a vehicle operator properly licensed.
f.	Failure to maintain office hours as required by this Contract.
g.	Failure to maintain or timely submit to the DISTRICT all documents and reports required under the provisions of this Contract.
h.	Failure to properly cover materials in Collection vehicles.
i.	Failure to display CONTRACTOR'S name and customer service phone number on Collection vehicles.
j.	Failure to comply with the hours of operation as required by this Contract.
k.	Failure or neglect to complete at least ninety percent (90%) of each route on the regular scheduled Collection Service Work Day.
l.	Changing routes without proper notification to the Contract Administrator.
m.	Commingling Gray Container Waste with Source Separated Materials.
n.	Commingling of materials Collected inside and outside the Rancho Murieta Community Services DISTRICT.
o.	Failure to place empty cart in an upright position, with the lid closed as required by this Contract.
p.	Failure to repair or replace damaged carts within the time required by this Contract.
q.	Failure to deliver or exchange carts within the time required by this Contract.

Administrative Charges

r.	Failure to have CONTRACTOR personnel in proper uniform.
s.	Disposal of Source Separated Recyclable Materials in the Disposal Facility without first obtaining the required permission of the DISTRICT.
t.	Failure to provide required communications equipment.
u.	Failure to deliver any Collected materials to the appropriate facility, except as otherwise expressly provided in this Contract.

17.05 Procedure for Review of Administrative Charges. The Contract Administrator may assess administrative charges pursuant to this Article 17 on a monthly basis. At the end of each month during the term of this Contract, the Contract Administrator shall issue a written notice to CONTRACTOR (“Notice of Assessment”) of the administrative charges assessed and the basis for each assessment.

17.05.1 The assessment shall become final unless, within ten (10) calendar days of the date of the notice of assessment, CONTRACTOR provides a written request for a meeting with the Contract Administrator to present evidence that the assessment should not be made.

17.05.2 The Contract Administrator shall schedule a meeting with the CONTRACTOR as soon as reasonably possible after timely receipt of CONTRACTOR’S request.

17.05.3 The Contract Administrator shall review CONTRACTOR’S evidence and render a decision sustaining or reversing the administrative charges as soon as reasonably possible after the meeting. Written notice of the decision shall be provided to CONTRACTOR.

17.05.4 In the event CONTRACTOR does not submit a written request for a meeting within ten (10) calendar days of the date of the Notice of Assessment, the Contract Administrator’s determination shall be final and the administrative charges shall be due within thirty (30) calendar days of the date of the Notice of Assessment.

17.05.5 The DISTRICT’S assessment or collection of administrative charges shall not prevent the DISTRICT from exercising any other right or remedy, including the right to terminate this Contract, for CONTRACTOR’S failure to perform the work and services in the manner set forth in this Contract.

Article 18. Performance Bond

18.01 Performance Bond. Within ten (10) calendar days from the date the DISTRICT approves this Contract, the CONTRACTOR shall furnish to the DISTRICT, and keep current, a Performance Bond in a form as set forth in Exhibit 3, or as agreed to by the parties, which is included in and attached to this Contract, for the faithful performance of this Contract and all obligations arising hereunder in an amount as follows:

18.01.1 From July 1, 2022 and so long as this Contract or any extension thereof shall remain in force, the CONTRACTOR shall maintain a performance bond in the amount of fifty thousand dollars (\$50,000).

18.01.1.1 The performance bond shall be executed by a surety company licensed to do business in the State of California; having an "A-" or better rating by A. M. Best or Standard and Poors; and included on the list of surety companies approved by the Treasurer of the United States.

18.01.2 Letter of Credit. As an alternative to the performance bond required by this Section 18.01, at the DISTRICT'S option, CONTRACTOR may deposit with the DISTRICT an irrevocable letter of credit in an amount as set forth in Sections 18.01.1. If allowed, the letter of credit must be issued by an FDIC insured banking institution chartered to business in the state of California, in the DISTRICT'S name, and be callable at the discretion of the DISTRICT. Nothing in this Section shall, in any way, obligate the DISTRICT to accept a letter of credit in lieu of the performance bond.

Article 19. Insurance

19.01 Insurance Policies. CONTRACTOR shall secure and maintain throughout the term of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with CONTRACTOR'S performance of work or services under this Contract. CONTRACTOR'S performance of work or services shall include performance by CONTRACTOR'S employees, agents, representatives and subcontractors.

19.01.1 Minimum Scope of Insurance. Insurance coverage shall be at least this broad:

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

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

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

19.01.3 Hazardous Waste and Environmental Impairment Liability Insurance.

19.02 Minimum Limits of Insurance. CONTRACTOR shall maintain insurance limits no less than:

19.02.1 Comprehensive General Liability: \$3,000,000 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 Contract or the general aggregate limit shall be \$5,000,000.

19.02.2 Automobile Liability: \$3,000,000 combined single limit per accident for bodily injury and property damage.

19.02.3 Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$3,000,000 per accident.

19.02.4 Hazardous Waste and Environmental Impairment Liability: \$3,000,000 per occurrence.

19.03 Deductibles and Self-Insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the DISTRICT. At the option of DISTRICT, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the DISTRICT, its officers, employees, agents and contractors; or CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the DISTRICT.

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

19.04.1 General Liability and Automobile Liability Coverage.

19.04.1.1 The DISTRICT, its officers, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, leased or used by CONTRACTOR; and automobiles owned, leased, hired or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its officers, employees, agents and contractors.

19.04.1.2 CONTRACTOR'S insurance coverage shall be primary insurance as respects the DISTRICT, its officers, employees, agents and contractors. Any insurance, or self-insurance maintained by the DISTRICT, its officers, employees, agents or contractors shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

19.04.1.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the DISTRICT, its officers, employees, agents, or contractors.

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

19.04.1.5 The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion, if applicable, and add the Motor Carrier Act endorsement (MCS-90) TL 1005, TL 1007.

19.04.2 All Coverage. Each insurance policy required by this Contract 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 the DISTRICT.

19.05 Verification of Coverage. CONTRACTOR shall furnish the DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this Contract. 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. CONTRACTOR shall furnish the DISTRICT with a new certificate of insurance and endorsements on each renewal of coverage or change of insurers.

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

General Manager/District Engineer
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

19.06 Subcontractors. CONTRACTOR shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

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

19.08 Rights of Subrogation. All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against the DISTRICT 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. CONTRACTOR shall ensure that any companies issuing insurance to cover the requirements contained in this Contract agree that they shall have no recourse against the DISTRICT for payment or assessments in any form on any policy of insurance. The clauses 'Other Insurance Provisions' and 'Insured Duties in the Event of an Occurrence, Claim or Suit' as it appears in any policy of insurance in which the DISTRICT is named as an additional insured shall not apply to the DISTRICT.

Article 20. Indemnification

20.01 Mutual/Reciprocal Indemnification of DISTRICT. Each of CONTRACTOR and the DISTRICT shall indemnify and hold harmless the other, the other's contractors, and the public officials, officers, directors, employees, agents and other contractors of each of them, 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 indemnifying party, 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, or caused by the indemnifying party, or an agent or employee of said party in the performance of the services. 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.

20.02 CONTRACTOR agrees to protect and defend the DISTRICT with counsel selected by CONTRACTOR and approved by the DISTRICT, to pay all attorneys' fees, and to indemnify and hold the DISTRICT harmless from and against all fines or penalties imposed by the California Integrated Waste Management Board 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 DISTRICT with respect to the Materials Collected by CONTRACTOR and if the lack in meeting such goals are attributable to the failure of the CONTRACTOR to implement and operate the recycling or diversion programs or undertake the related activities required by this Contract.

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

20.04 Obligation. The execution of this Contract by the CONTRACTOR shall obligate the CONTRACTOR to comply with the foregoing indemnification provision; however, the collateral obligation of providing insurance must also be complied with as set forth in Article 21 above.

20.05 Subcontractors. The CONTRACTOR shall require all subcontractors to enter into a contract containing the provisions set forth in the preceding subsection in which contract the subcontractor fully indemnifies the DISTRICT in accordance with this Contract.

20.06 Damage by CONTRACTOR. If CONTRACTOR'S employees or subcontractors cause any injury, damage or loss to the DISTRICT property, including but not limited to DISTRICT streets or curbs, CONTRACTOR shall reimburse the DISTRICT for the DISTRICT'S cost of repairing such injury, damage or loss. Such reimbursement is not in derogation of any right of the DISTRICT to be indemnified by CONTRACTOR for any

such injury, damage or loss. With the prior written approval of the DISTRICT, CONTRACTOR may repair the damage at CONTRACTORS sole cost and expense.

Article 21. Default of Contract

21.01 Termination for Default. The DISTRICT may cancel this Contract, except as otherwise provided below in this Section, by giving the CONTRACTOR thirty (30) calendar days advance written notice, to be served as provided in Article 37, upon the happening of any one of the following events:

21.01.1 The CONTRACTOR 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

21.01.2 By order or decree of a Court, the CONTRACTOR 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 CONTRACTOR, 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, said default shall be deemed immediate; or

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

21.01.3 The CONTRACTOR has defaulted, by failing or refusing to pay in a timely manner the administrative charges or other monies due the DISTRICT and said default is not cured within thirty (30) calendar days of receipt of written notice by the DISTRICT to do so; or

21.01.4 The CONTRACTOR has defaulted by allowing any final judgment for the payment of money to stand against it unsatisfied and said default is not cured within thirty (30) calendar days of receipt of written notice by the DISTRICT to do so; or

21.01.5 In the event that the monies due the DISTRICT under Section 23.01.3 above or an unsatisfied final judgment under Section 21.01.4 above is the subject of a judicial proceeding, the CONTRACTOR shall not be in default if the sum of money is bonded. All bonds shall be in the form acceptable to the DISTRICT Attorney; or

21.01.6 The CONTRACTOR has defaulted, by failing or refusing to perform or observe the terms, conditions or covenants in this Contract or any of the rules and regulations promulgated by the DISTRICT pursuant thereto or has wrongfully failed or refused to comply with the instructions of the Contract Administrator relative thereto and said default is not cured within thirty (30) calendar days of receipt of written notice by the

DISTRICT 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 CONTRACTOR of written demand from the DISTRICT to do so, the CONTRACTOR fails to commence the remedy of such default within said thirty (30) calendar days following such written notice or having so commenced shall fail thereafter to continue with diligence the curing thereof (with the CONTRACTOR 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 said default, and such default will be cured within a reasonable period of time). However, notwithstanding anything contained herein to the contrary, for the failure of the CONTRACTOR to provide Collection Services for a period of three (3) consecutive Work Days, the DISTRICT may secure the CONTRACTOR'S records on the fourth (4th) Work Day in order to provide interim Collection services until such time as the matter is resolved and the CONTRACTOR is again able to perform pursuant to this Contract; provided, however, if the CONTRACTOR is unable for any reason or cause to resume performance at the end of thirty (30) calendar days all liability of the DISTRICT under this Contract to the CONTRACTOR shall cease and this Contract may be deemed terminated by the DISTRICT.

21.02 Termination for Habitual Violations. Notwithstanding the foregoing and as supplemental and additional means of termination of this Contract under this Article, in the event that the CONTRACTOR'S record of performance show that the CONTRACTOR has frequently, regularly or repetitively defaulted in the material performance of any of the covenants and conditions required herein to be kept and performed by the CONTRACTOR, in the opinion of the DISTRICT and regardless of whether the CONTRACTOR has corrected each individual condition of default, the CONTRACTOR 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 said defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The DISTRICT shall thereupon issue the CONTRACTOR a final warning citing the circumstances therefore, and any single default by the CONTRACTOR of whatever nature, subsequent to the occurrence of the last of said cumulative defaults, shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the DISTRICT may terminate this Contract upon giving of written final notice to the CONTRACTOR, such cancellation to be effective upon the date specified in the DISTRICT'S written notice to the CONTRACTOR, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date, and the CONTRACTOR shall have no further rights hereunder. Immediately upon the specified date in such final notice the CONTRACTOR shall proceed to cease any further performance under this Contract.

21.03 Immediate Termination for Bond or Insurance Default. The DISTRICT may terminate this Contract upon written notice to CONTRACTOR in the event CONTRACTOR fails to provide and maintain the performance bond as required by this Contract within seven (7) days of such notice, CONTRACTOR fails to obtain or maintain insurance policies endorsements as required by this Contract, CONTRACTOR fails to provide the proof of

insurance as required by this Contract, or CONTRACTOR offers or gives any gift prohibited by the DISTRICT.

21.04 Effective Date of Termination. In the event of Contract termination as provided in sections 21.01, 21.02, or 21.03, and except as otherwise provided in said subsections, termination shall be effective upon the date specified in the DISTRICT'S written notice to the CONTRACTOR and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the DISTRICT under this Contract to the CONTRACTOR shall cease, and the DISTRICT 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 CONTRACTOR for failure to perform shall reimburse the DISTRICT all direct and indirect costs of providing interim Collection Services.

21.05 Termination Cumulative. The DISTRICT'S right to terminate this Contract is cumulative to any other rights and remedies provided by law or by this Contract.

Article 22. Modifications to the Contract

22.01 Modifications. The DISTRICT shall have the power to make changes in this Contract as the result of changes in law, to impose new rules and regulations on the CONTRACTOR under this Contract 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 DISTRICT shall give the CONTRACTOR notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing Collection Services as referenced herein shall also be liberally construed to include, but is not limited to the manner, procedures, operations and obligations, financial or otherwise, of the CONTRACTOR.

22.02 Change in Law. The DISTRICT and the CONTRACTOR understand and agree that the California Legislature has the authority to make comprehensive changes in Solid Waste Management legislation 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 Contract. In the event any future change materially alters the obligations of the CONTRACTOR, then the affected Collection Service Rates, as established in Exhibit 1 of this Contract shall be adjusted. Nothing contained in this Contract shall require any party to perform any act or function contrary to law. The DISTRICT and CONTRACTOR agree to enter into good faith negotiations regarding modifications to this Contract 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 Contract, the DISTRICT and the CONTRACTOR 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 CONTRACTOR due to any modification in the Contract under this Article. The DISTRICT and the CONTRACTOR shall not unreasonably withhold agreement to such compensation adjustment.

Article 23. Legal Representation

23.01 Acknowledgement. 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 Contract 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.

Article 24. Financial Interest

24.01 Representation. CONTRACTOR warrants and represents that no elected official, officer, agent or employee of the DISTRICT has a financial interest, directly or indirectly, in this Contract or the compensation to be paid under it and, further, that no DISTRICT employee who acts in the DISTRICT as a “purchasing agent” as defined in the appropriate Section of California Statutes, nor any elected or appointed officer of the DISTRICT, nor any spouse or child of such purchasing agent, employee or elected or appointed officer, is a partner, officer, director or proprietor of the CONTRACTOR and, further, that no such DISTRICT employee, purchasing agent, DISTRICT elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than three percent (3%) of the total assets or capital stock of the CONTRACTOR.

Article 25. Contractor’s Personnel

25.01 Personnel Requirements. The CONTRACTOR shall employ and assign qualified personnel to perform all services set forth herein. The CONTRACTOR 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.

25.01.1 The DISTRICT may request the transfer of any employee of the CONTRACTOR who materially violates any provision hereof, or who is wanton, negligent, or discourteous in the performance of his duties.

25.01.2 CONTRACTOR’S field operations personnel shall be required to wear a clean uniform shirt bearing the CONTRACTOR’S name. CONTRACTOR’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.

25.01.3 Each driver of a Collection vehicle shall at all times carry a valid California driver’s license and all other required licenses for the type of vehicle that is being operated.

25.01.4 Each driver of a Collection vehicle shall at all times comply with all applicable state and federal laws, regulations and requirements.

25.01.5 CONTRACTOR'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 DISTRICT.

25.01.6 The CONTRACTOR'S name and the Customer Service telephone number shall be properly displayed on all Collection vehicles.

Article 26. Exempt Waste

26.01 The CONTRACTOR 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 Contract, but if provided by the CONTRACTOR shall be in strict compliance with all federal, state and local laws and regulations. If CONTRACTOR decides at its sole discretion to offer such services, said services are outside the scope of this Contract and at the sole risk of CONTRACTOR.

Article 27. Independent Contractor

27.01 In the performance of services pursuant to this Contract, CONTRACTOR shall be an independent contractor and not an officer, agent, servant or employee of the DISTRICT. CONTRACTOR shall have exclusive control of the details of the services and work performed and over all persons performing such services and work. CONTRACTOR shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Neither CONTRACTOR 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 DISTRICT employees and CONTRACTOR expressly waives any claim it may have or acquire to such benefits.

Article 28. Laws to Govern

28.01 The law of the State of California shall govern the rights, obligations, duties and liabilities of the DISTRICT and CONTRACTOR under this Contract and shall govern the interpretation of this Contract.

Article 29. Consent to Jurisdiction

29.01 The parties agree that any litigation between the DISTRICT and CONTRACTOR concerning or arising out of this Contract shall be filed and maintained exclusively in the Superior Courts of Sacramento County, State of California, or in the United States DISTRICT Court for the Eastern DISTRICT of California to the fullest extent permissible by law. Each party consents to service of process in any manner authorized by California law.

Article 30. Assignment

30.01 No assignment of this Contract or any right occurring under this Contract shall be made in whole or in part by the CONTRACTOR without the express written consent of the DISTRICT, which shall not be unreasonably withheld. CONTRACTOR shall provide information to DISTRICT's satisfaction showing the qualifications, equipment, and financial

capabilities necessary for the proposed assignee to successfully complete this Contract. Any assignment of this Contract made by the CONTRACTOR without the express written consent of the DISTRICT shall be null and void and shall be grounds for the DISTRICT to declare a default of this Contract and immediately terminate this Contract by giving written notice to the CONTRACTOR, and upon the date of such notice this Contract shall be deemed immediately terminated, and upon such termination all liability of the DISTRICT under this Contract to the CONTRACTOR shall cease, and the DISTRICT shall have the right to call the performance bond and shall be free to negotiate with other contractors, the CONTRACTOR, or any other person or company for the service which is the subject of this Contract. In the event of any assignment, the assignee shall fully assume all the liabilities of the CONTRACTOR.

30.02 The use of a subcontractor to perform services under this Contract shall not constitute delegation of CONTRACTOR'S duties provided that CONTRACTOR has received prior written authorization from the Contract Administrator to subcontract such services and the Contract Administrator has approved a subcontractor who will perform such services. CONTRACTOR shall be responsible for the satisfactory completion of any work performed by CONTRACTOR'S subcontractors and any compensation due or payable to CONTRACTOR'S subcontractor shall be the sole responsibility of CONTRACTOR. The Contract Administrator shall have the right to require the removal of any approved subcontractor for reasonable cause. The subcontractors listed in Exhibit 6, which is attached to and incorporated in this Contract, are hereby approved by the DISTRICT.

Article 31. Compliance with Laws

31.01 In the performance of this Contract, CONTRACTOR shall comply with all applicable laws, regulations, ordinances and codes of the federal, state and local governments, including without limitation those of the DISTRICT.

31.02 The DISTRICT shall provide written notice to CONTRACTOR of any planned amendment to applicable laws, regulations, ordinances and codes of the DISTRICT that would substantially affect the performance of CONTRACTOR'S services pursuant to this Contract. Such notice shall be provided at least thirty (30) calendar days prior to the DISTRICT'S approval of such an amendment.

Article 32. Permits and Licenses

32.01 CONTRACTOR 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 Contract. CONTRACTOR 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 Administrator.

Article 33. Ownership of Written Materials

33.01 All reports, documents, brochures, public education materials, and other written, printed, electronic or photographic materials developed by the DISTRICT or CONTRACTOR exclusively for the services to be performed under this Contract, whether developed directly or indirectly by the DISTRICT or CONTRACTOR shall be and shall remain the property of the DISTRICT without limitation or restrictions on the use of such materials by the DISTRICT. CONTRACTOR shall not use such materials in connection with any project not connected with this Contract without the prior written consent of the Contract Administrator. This Article 33 does not apply to ideas or concepts described in such materials and do not apply to the format of such materials.

Article 34. Waiver

34.01 Waiver by the DISTRICT or CONTRACTOR of any breach for violation of any term covenant or condition of this Contract 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 the DISTRICT of any fee, tax, or any other monies which may become due from CONTRACTOR to the DISTRICT shall not be deemed to be a waiver by the DISTRICT of any breach for violation of any term, covenant or condition of this Contract.

Article 35. Prohibition Against Gifts

35.01 CONTRACTOR represents that CONTRACTOR is familiar with the DISTRICT'S prohibition against the acceptance of any gift by a DISTRICT officer or designated employee. CONTRACTOR shall not offer any DISTRICT officer or designated employee any gifts prohibited by the DISTRICT.

Article 36. Point of Contact

36.01 The day-to-day dealings between the CONTRACTOR and the DISTRICT shall be between the CONTRACTOR and the Contract Administrator.

Article 37. Notices

37.01 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 DISTRICT:

Contract Administrator
General Manager/District Engineer
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

Telephone: (916) 354-3700
Fax: (916) 354-2082

As to the CONTRACTOR:
David Vaccarezza, Owner
California Waste Recovery Systems, LLC
175 Enterprise Court
Galt, CA 95632
Telephone: (916) 354-4154
Fax: (209) 369-2703

37.02 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. Facsimile transmission is acceptable notice, effective when received, however, facsimile transmissions received (i.e. printed) after 4:30 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of items that are transmitted by facsimile equipment must also be mailed as required herein.

37.03 Notice by the DISTRICT to CONTRACTOR of a Collection or other Service Recipient problem or complaint may be given to CONTRACTOR orally by telephone at CONTRACTOR'S local office with confirmation sent to CONTRACTOR through the Customer Service System by the end of the Work Day.

Article 38. Transition to Next Contractor

38.01 In the event CONTRACTOR is not awarded a Contract to continue to provide Collection Services following the expiration or early termination of this Contract, CONTRACTOR shall cooperate fully with the DISTRICT and any subsequent contractors to assure a smooth transition of services described in this Contract. 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 Service Recipients; providing a complete inventory of all carts and bins; providing adequate labor and equipment to complete performance of all Collection Services required under this Contract; taking all actions necessary to transfer ownership of carts and bins, as appropriate, to the DISTRICT; including transporting such containers to a location designated by the Contract Administrator; coordinating Collection of materials set out in new containers if new containers are provided for a subsequent Contract and providing other reports and data required by this Contract.

Article 39. Contractor's Records

39.01 CONTRACTOR 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 charged to Service Recipients for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONTRACTOR pursuant to this Contract.

39.02 CONTRACTOR shall maintain all documents and records which demonstrate performance under this Contract 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 Contract.

39.03 Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the Contract Administrator, the DISTRICT Attorney, DISTRICT Auditor, DISTRICT General Manager/DISTRICT Engineer, or a designated representative of any of these officers. Copies of such documents shall be provided to the DISTRICT for inspection at the DISTRICT offices when it is practical to do so. Otherwise, unless an alternative site is mutually agreed upon, the records shall be available at CONTRACTOR'S address indicated for receipt of notices in this Contract.

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

Article 40. Entire Contract

40.01 This Contract and the Exhibits attached hereto constitute the entire Contract 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. Any prior oral or written discussions, communications, or understandings between the parties shall be of no legal effect unless specifically incorporated in this written Contract and/or addendums thereto.

Article 41. Severability

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

Article 42. Right to Require Performance

42.01 The failure of the DISTRICT at any time to require performance by the CONTRACTOR of any provision hereof shall in no way affect the right of the DISTRICT thereafter to enforce same. Nor shall waiver by the DISTRICT 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.

Article 43. All Prior Contracts Superseded

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

Article 44. Headings

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

Article 45. Exhibits

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

Article 46. Effective Date

46.01 This Contract shall become effective at such time as it is properly executed by the DISTRICT and the CONTRACTOR and the CONTRACTOR shall begin Services, as covered herein, as of January 1, 2023.

IN WITNESS WHEREOF, the DISTRICT and the CONTRACTOR have executed this Contract on the respective date(s) below each signature.

**RANCHO MURIETA COMMUNITY
SERVICES DISTRICT**

CONTRACTOR

By: _____
Signature

By: _____
Signature

Title: _____

Title:
David Vaccarezza, President
CWR Industries, Inc.
Managing Member of California Waste
Recovery Systems, LLC

Date: _____

Date: _____

APPROVED AS TO FORM

By: _____
Signature

Title: DISTRICT's Counsel

Date: _____

APPROVED RATE SHEET

EXHIBIT 1

CONTRACTOR COLLECTION SERVICE RATES

EFFECTIVE 01/01/2023

COLLECTION SERVICES - Rates include weekly gray trash service, weekly 95-gallon green organics waste collection and bi-weekly 95-gallon blue recyclables collection and are based upon gray trash cart size selected.

Beginning July 1, 2023, rates will be adjusted annually according to the provisions of Section 4.02, plus the phased-in adjustments for weekly organics collection, as shown below on July 1, 2023 and July 1 2024. Thereafter, adjustments per Section 4.02 will apply.

Trash Cart Size	Monthly Rates; 1/1/23 - 6/30/23	Large Item and Phased organics collection rate added to the new Collection Service Rates After Section 4.02 CPI adjustment 7/1/23 - 6/30/24	Phased organics collection rate added to the new Collection Service Rates After Section 4.02 CPI adjustment 7/1/24 - 6/30/25
35 Gallon Gray Cart	\$24.49	\$5.24	\$3.50
65 Gallon Gray Cart	\$30.43	\$5.24	\$3.50
95 Gallon Gray Cart	\$51.85	\$5.24	\$3.50

B. ADDITIONAL CARTS

	Gray Garbage Cart Sizes (gallons)	35	65	95
1				
2	MONTHLY COST FOR EACH ADDITIONAL GRAY GARBAGE CART	\$9.06	\$12.08	\$27.76



3	MONTHLY COST FOR EACH ADDITIONAL BLUE RECYCLING CART IN EXCESS OF ONE (1) BLUE RECYCLING CART	N/A	N/A	\$7.47
4	MONTHLY COST FOR EACH ADDITIONAL GREEN ORGANICS WASTE CART IN EXCESS OF TWO (2) GREEN ORGANIC WASTE CARTS	N/A	N/A	\$7.47

C. ADDITIONAL LARGE ITEM COLLECTION SERVICE RATE (ON-CALL)

1	Additional Large Item Size	1 Cu. Yd.		
2	Large Item Collection Rate	\$74.00		

D. LARGE ITEM CONTAINING FREON COLLECTION SERVICE RATE (ON-CALL)

1	Additional Cost Per Large Item Containing Freon	\$53.50		
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E. EXCESS CART EXCHANGE SERVICE RATE (Each occurrence)

1	Garbage Cart Sizes (gallons)	35	65	95
2	Excess Cart Delivery Service Rate	\$20.58		

F. EMERGENCY SERVICE RATES

1	Laborer (per hour)	\$50.57
2	Automated truck with driver (per hour)	\$133.06
3	Front loader truck with driver (per hour)	\$125.67
4	Roll off truck with driver (per hour)	\$125.67
5	Foreman and pickup (per hour)	\$73.91
6	Transfer truck and trailer with driver (per hour)	\$133.06

G. EXTRAS/SPECIAL RATES FOR DUMPING TRASH CARTS

1	Garbage Cart Sizes (gallons)	35	65	95
2	Rate for Dumping Extra/Special Trash Cart per Occurrence	\$8.27	\$13.94	\$20.91

EXHIBIT 2

RATE ADJUSTMENT METHODOLOGY

Refer to Amended Article 4 for Annual Rate Adjustment Methodology.

EXHIBIT 3

PERFORMANCE BOND

RLI Insurance Company
Renewable Performance Bond
BOND#

KNOW ALL MEN BY THESE PRESENTS: That _____
located at _____ (hereinafter called the
Principal), and **RLI Insurance Company** (hereinafter called the Surety), are held and firmly
bound unto _____ located at _____
(hereinafter called the Obligee), in the full and just sum of _____ Dollars (\$ _____),
the payment of which sum, well and truly to be made, the said Principal and Surety bind
themselves, and each of their heirs, administrators, executors, and assigns, jointly and severally,
firmly by these presents.

WHEREAS, the Principal and Obligee have entered into a written Contract dated the
_____ day of _____ with the Obligee for _____

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if,
during the effective period of this bond, the Principal shall well and truly perform each and every
obligation in said Contract at the time and in the manner specified, and shall reimburse said
Obligee for any loss which said Obligee may sustain by reason of default on the part of said
Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is subject to the following conditions:

1. This bond is for the term beginning _____ and ending _____
2. In the event of default by the Principal, Obligee shall deliver concurrently to the
Surety its notice of default to the Principal, along with a written statement of the
facts of such default, which shall be sent to the Surety by overnight courier at the
address stated in section 9 below. The Surety shall have the right and opportunity,
at its sole discretion and within thirty (30) days after its receipt of said notice of
default, to: a) cure the default; b) assume the remainder of the Contract and to
perform or sublet the same; or, c) tender to the Obligee funds sufficient to pay
actual excess costs of performance which occurred during the effective period
of this bond, not to exceed the penal sum of this bond. In no event shall the
Surety be liable for fines, penalties, liquidated damages, or forfeitures assessed
against the Principal.
3. No claim, action, suit or proceeding shall be had or maintained against the Surety
on this instrument unless the same be brought or instituted upon the Surety
within six (6) months of the expiration date of this bond, the cancellation date of
this bond, or the last effective day of the Contract, whichever occurs first.

4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrator or successors of Obligee.
5. The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number or amount of claims brought against this bond and regardless of the number of years this bond remains in force.
6. This bond may be cancelled by the Surety at any time provided notice is sent to the Obligee at its above address by certified mail at least thirty (30) days prior to the effective date of such cancellation.
7. The bond may be renewed for additional terms at the option of the Surety, by continuation certificate executed by the Surety. Neither non-renewal nor cancellation by the Surety, nor the failure or inability of the Principal to file a replacement bond shall constitute a loss to the Obligee recoverable under this bond.
8. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this bond and as described in the underlying Contract, then the terms of this bond shall prevail.
9. This bond shall not bind the Surety unless the bond is accepted by the Obligee. If the Obligee objects to any language contained herein, then within thirty (30) days of the date this bond is signed and sealed by the Surety, Obligee shall return this bond by overnight courier to the Surety at its following address:

RLI Commercial Surety
 9025 N. Lindbergh Drive
 Peoria, IL 61615

Failure to return the bond as described above shall constitute Obligee's acceptance of the terms and conditions herein.

Signed and sealed this ____ day of _____

PRINCIPAL:

_____(seal)

(Name & Title)

SURETY:

RLI Insurance Company (seal)

_____.Attorney-in-Fact



EXHIBIT 4
RESERVED



EXHIBIT 5

RESERVED

None

EXHIBIT 6

LIST OF APPROVED SUBCONTRACTORS

None

EXHIBIT 7

SB 1383 REQUIREMENTS

A. SB 1383 ADMINISTRATION, EDUCATION, AND OUTREACH

1. Program Administration

- a. CONTRACTOR shall designate a SB 1383 Program Administrator to oversee the SB 1383 Program including the activities of administration, public outreach, compliance monitoring, enforcement coordination and reporting.
- b. CONTRACTOR shall designate its SB 1383 Program Administrator not later than January 1, 2023.
- c. The SB 1383 Program Administrator will be CONTRACTOR's primary public education and outreach representative, virtually or in-person, with community organizations and at special events. CONTRACTOR's SB 1383 Program Administrator shall participate with DISTRICT in educational/informational events as mutually agreed.

2. Outreach and Education

Outreach to Residential Customers will occur in the following manner.

- a. Recycling Guide. CONTRACTOR shall create, submit to the DISTRICT for approval, edit, print and distribute a Recycling Guide with each green Cart delivered. CONTRACTOR shall also direct mail a Recycling Guide to each existing Residential Customer and to new Customers upon delivery of carts.
- b. Community Outreach. CONTRACTOR's SB 1383 Program Administrator will be CONTRACTOR's primary public outreach and education representative, virtually or in-person, for community organizations.
- c. Written Outreach. Written outreach (by hard copy or electronic copy) shall consist primarily of the following: articles, recycling guides, and webpages.
- d. Monthly Articles. CONTRACTOR shall assist the DISTRICT in keeping Customers informed about Solid Waste programs, services, and events through the provision of articles to be printed in monthly newsletters issued by the DISTRICT.
- e. SB 1383 Recycling Guides. The CONTRACTOR shall design and prepare an SB 1383 recycling guide for the following distribution methods:
 - **Commencement of Program**. With the initial distribution of green Carts to Residential customers who do not currently use green cart Collection Service, CONTRACTOR shall distribute an SB 1383 recycling guide as part of the delivery of each Cart. Simultaneous with the distribution of green Carts, CONTRACTOR shall also mail or electronically distribute an SB 1383 recycling guide to each existing green Cart Customer.

- **Annual Distribution.** Annually after the initial distribution, the CONTRACTOR shall include the SB 1383 educational information within the Annual Collection Service Notice as described in Article 12 of this Contract.
- f. Webpage. CONTRACTOR shall maintain webpages on its website with current information regarding the recycling programs with active links to CalRecycle and DISTRICT's office webpages. Customers may also access CONTRACTOR information utilizing their third-party application.

B. SB 1383 COLLECTION SERVICE COMPLIANCE

1. Cart Colors, Identification, and Labels

All Carts provided to Customers by CONTRACTOR shall be of the proper color with identification of purpose and labeling complying with the requirements of SB 1383. Cart colors, identification, and labels shall be approved by DISTRICT.

DISTRICT acknowledges that existing Carts provided to Customers do not meet the requirements of SB 1383 for color and labeling and DISTRICT hereby authorizes CONTRACTOR to transition from non-compliant to compliant Carts as part of its on-going replacement of aged-out Carts as provided for by CalRecycle Regulations. For Carts already in service, CONTRACTOR shall affix compliant labeling stickers as soon as reasonably possible.

DISTRICT and CONTRACTOR will cooperate on the use of QR Codes in labels to enable residents to access a mobile device application to access updated lists of accepted materials and special information and messages related to recycling and organic waste recycling.

2. SB 1383 ACCEPTED MATERIALS

CONTRACTOR shall collect the Accepted Materials listed below for the Residential Recycling Program and the Residential Organic Waste Recycling program. The presence of Prohibited Materials may result in extra charges in accordance with the approved Rate Schedule and/or enforcement actions by DISTRICT.

RESIDENTIAL NON-ORGANIC RECYCLING PROGRAM		
Category	Accepted Materials	Prohibited Materials
Cardboard (OCC)	Clean, uncoated & flattened cardboard	Soiled cardboard, Wax-coated cardboard
Paper	Cereal boxes, envelopes, file folders, frozen food boxes, junk mail, magazines, mixed paper, office paper, newspaper, telephone books, white paper	Facial tissue
Plastics	ID codes & common products:	Rigid plastic toys, Plastic furniture, Cling wrap for food, Frozen food

	<p>#1 PET – soda water bottles, cups, jars, trays & clamshells</p> <p>#2 HDPE – milk jugs, detergent & shampoo bottles, flowerpots, grocery bags</p> <p>#3 PVC – cleaning supply jugs, pool liners, twine, sheeting, automotive product bottles</p> <p>#4 LDPE – bread bags, paper towel & tissue overwrap, squeeze bottles, trash bags, six-pack rings</p> <p>#5 PP – yogurt tubs, cups, juice bottles, straws, hangers, sand & shipping bags</p>	<p>bags, #6 PS – to go containers hot cups, shipping cushion. #7 Other – polycarbonate, Lexan, CDs, ABS, Garden hoses</p>
Metal	Aluminum cans, Aluminum foil, Empty aerosol cans, Pie tins, Tin, steel, bi-metal cans	Coat hangers
Glass	Jars, Bottles	Light bulbs, Mirrors, Window glass, Ceramics, Dishes
Other		Green waste, Food waste, C&D, Electronic waste, Animal waste, Diapers, Hazardous waste

RESIDENTIAL ORGANIC WASTE RECYCLING PROGRAM		
Category	Accepted Materials	Prohibited Materials
Green Waste	Grass clippings, leaves, weeds, prunings, flowers, Wood waste & lumber (untreated & unpainted) Other yard waste	stumps, soil, pressure-treated wood, painted wood, wood with foreign objects (nails, screws, brackets, etc.), glass, metal, plastic-coated or wax-coated cardboard, any material too large for container, palm fronds, soiled cardboard
Food Waste	<u>Bagged food waste ONLY</u> Fruits & vegetables, dairy products & bread, cooked meat & seafood (including bones & shells), coffee grounds & filters (except K-pods), food soiled paper products, food-soiled cardboard products, fiber-based & certified compostable foodware	Raw meat & seafood, rubber bands, twist ties, plastic & non-certified compostable food containers & foodware, Recyclables (plastic, glass, metal), K-pods
Other		Hazardous waste, Non-organic waste

3. Changes to Accepted Materials

CONTRACTOR may update the list of Accepted Materials to reflect changes in markets, recyclability of materials, or acceptance by processor by giving sixty (60) day advance written notice to DISTRICT and thirty (30) day advance written notice to Residential Customers.

The advance notice to Residential Customers may be made through the CONTRACTOR's quarterly newsletter. Any changes in the list of Accepted Materials shall also be accompanied by either a new Container label or a sticker affixed by CONTRACTOR to existing Container labels which clearly indicates the updated listing of materials accepted and not accepted.

Any changes in the list of Accepted Materials shall also be accompanied by either a new Container label or a graphic sticker affixed by CONTRACTOR to Containers which clearly indicate the updated listing of materials accepted and not accepted, or through the use of a Quick Response Code (QR Code) affixed by CONTRACTOR to Containers from which Commercial Customers can access the updated listing of materials accepted and not accepted using a smart phone or tablet.

C. OBSERVED CONTAMINATION

If CONTRACTOR's Collection driver or other representative encounters a Container with noticeable contaminants, the driver or representative shall:

- Photograph the Container's contents.

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- Report the service address to CONTRACTOR's dispatch office by electronic tablet or by radio or phone.
 - Leave the Container uncollected for later collection as disposed waste.

CONTRACTOR shall notify the Customer of the condition by telephone or electronic mail and advise Customer of the need to remove the contaminates for proper recycling or disposal.

A report of observed contamination shall be reported to DISTRICT electronically or in writing.

1. Uncollected Containers

Blue or Green Containers uncollected by CONTRACTOR due to contamination shall be collected for disposal as Gray Container Solid Waste. Containers identified with contamination before noon shall be collected for disposal the same day, while Containers identified with contamination after noon shall be collected for disposal the following workday. Containers with contamination collected as Refuse shall be subject to the return trip charge specified in the approved Rate Schedule except that return trip charge shall be waived as courtesy for a Customer's first offence.

D. CONTAMINATION MONITORING AND HAULER ROUTE REVIEWS

1. Written Work Plan

Within thirty (30) days following the Effective Date of the Contract and prior to January 1 of each subsequent year, CONTRACTOR shall provide DISTRICT with a written schedule for the calendar year for performing Hauler Route reviews and Waste Evaluations. During the course of a calendar year, CONTRACTOR may amend the schedule by providing DISTRICT with a revised written schedule.

2. Contamination Monitoring Program

DISTRICT has elected to utilize the Three-Container Organic Waste Collection Service as described in SB 1383 Regulation Section 18984.1 as its approach to Standard Collection Service for Residential collections.

SB 1383 Regulation Section 18984.5 requires that DISTRICT monitor Containers for contamination.

CONTRACTOR shall perform contamination monitoring of its Residential services.

- a. Residential Contamination Monitoring. CONTRACTOR's Residential contamination monitoring shall consist of Hauler Route reviews and Waste Evaluations.

Residential Hauler Route reviews entail visual inspections of select individual Residential Containers for contamination and are intended to satisfy the SB 1383 contamination monitoring requirement (Section 18984.5(b)).

Residential Waste Evaluations entail physical inspections of samplings taken from truckloads of Gray Container waste to determine the amount of Accepted Materials present and are intended to provide DISTRICT with a means of monitoring diversion progress and the effectiveness of public education and outreach efforts.

Following the end of each calendar year, the Parties shall meet to evaluate the contamination monitoring program.

3. Hauler Route reviews

Hauler Route review means monitoring select Customer Containers for contamination and entails:

- A visual inspection for the presence of prohibited materials in each Gray, Blue, or Green Container used by an individual Customer;
- That are available for collection on Customer's regular collection day;
- Where the Customer is part of a sample population selected at random;
- From each of CONTRACTOR's Gray Container daily routes.

For each Gray Container selected for inspection, every Container will be inspected as part of the work.

- a. Visual Inspection. A "visual inspection" entails scrutinizing the contents of Containers by CONTRACTOR's representative for the obvious presence of Prohibited Materials (which may involve probing the contents with a poker but does not mean the opening of bags or boxes within the Container, nor the removal of the contents of the Container to perform the inspection).
- b. Inspection Schedule. CONTRACTOR's Hauler Route review inspections of Containers on an individual route shall be conducted on the same day, however, visual inspections for different routes need not be conducted on the same day or even in the same week.
- c. Sample Selection. Customers chosen to be part of a sample population for Hauler Route review inspection shall be selected at random by route.
- d. Inspection Day & Sample Size. Residential Hauler Route review inspections shall occur on the day of collection. If any of the Containers of a Customer have been collected prior to inspection, the inspector will move on to the next Customer on the target list.

To maintain the target sample size, the number of randomly selected accounts to be sampled on a route will be tripled so that the target sample size can still be achieved even if some accounts are not inspected because one or more Containers of an account have already been collected.

Once CONTRACTOR's inspector has performed the required number of inspections on a route or exhausted the list of randomly selected accounts, inspections for that route shall be determined as concluded.

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- e. Hauler Route review Procedures. When conducting a visual inspection as a part of a Residential or Commercial Hauler Route review, CONTRACTOR's inspector shall perform the following procedures with the intent of determining if any Prohibited Material is present:
1. Confirm the service address;
 2. Record the Customer's subscribed number and size of Containers by type (gray, blue, or green);
 3. Record the number and size of Containers by type (gray, blue, or green) available for inspection;
 4. Open the lid of each Container;
 5. Inspect the contents of each Container for the presence of any Prohibited Materials visible to the inspector (which may involve probing the contents with a poker, but does not mean the removal of the contents of the Container to perform the inspection; if waste is bagged, inspector will slash open the top one or two bags and probe the contents);
 6. Make a finding of either: "PASS" (meaning that no Prohibited Materials were observed), or "FAIL" (meaning that some Prohibited Materials were observed);
 7. Record the finding for each Container;
 8. Attach a PASS or a FAIL notice to each Container.
- f. Post-Inspection Notices. All post-inspection notices shall include a message advising the Customer that the inspection was performed as required by State Regulations solely for the purpose of minimizing Prohibited Materials in Containers and shall contain the date of inspection and identification of the inspector.
- PASS notices shall carry a positive message congratulating the Customer on their environmental awareness and participation.
 - FAIL notices shall identify the Prohibited Material(s) found and direct the Customer to the DISTRICT's and CONTRACTOR's websites for more information regarding correct recycling practices.

The form and content of post-inspection notices shall be approved by the DISTRICT in advance of their use.

4. Contamination Monitoring Reporting

- a. Hauler Route Review Reports. CONTRACTOR shall maintain a record of each Route Review inspection including the date of inspection, Customer name, service address, Container description (including type, size, and

number), PASS or FAIL finding, notification made, if any, and recommended follow-up action, if any.

For Containers with excessive amounts of Prohibited Waste, the record shall include a photographic record of the inspection and a copy of written notification to the Customer.

- b. Monthly Report. Monthly, CONTRACTOR shall provide DISTRICT summary of inspections performed. Records of individual inspections shall be maintained and available for inspection by the DISTRICT.
- c. Annual Report. Within thirty (30) days of completing the Residential Hauler Route reviews for the calendar year, CONTRACTOR shall submit a report to the DISTRICT which shall summarize the overall findings by Container type, summarize the findings by Container type by daily route, provide a listing of each account inspected organized by route, and indicating the finding for each Container by type for that Customer.
- d. Waste Evaluation Reports. Within thirty (30) days of completing Waste Evaluations for the calendar year, CONTRACTOR shall submit a report to the DISTRICT describing the procedures, dates, routes evaluated, and the amounts of Prohibited Materials expressed as a percentage of the total weight of the samples.
- e. Outreach and Education by DISTRICT. As a follow-up to CONTRACTOR's reports of Hauler Route reviews, DISTRICT shall perform outreach and education to individual Residential generators that acknowledges Customers achieving a PASS rating and educates Customers receiving a FAIL rating.

E. ADDITIONAL SB 1383 REQUIREMENTS

1. Recovered Organic Products

- a. Recovered Organic Product Giveaway. In conjunction with the Community Clean-Up Drop-Off Event, CONTRACTOR shall provide up to 40-cubic yards of bulk compost or bulk mulch for distribution to DISTRICT Residents who shall be allowed to fill containers that they provide on a first-come, first serve basis at no cost. Any compost and/or mulch remaining after the event shall be utilized by DISTRICT at a site designated by DISTRICT.
- b. Recovered Organic Product Usage. CONTRACTOR shall report to DISTRICT any recovered organic products used by CONTRACTOR in its operation including bulk material or recovered biogas.

MEMORANDUM

Date: November 16, 2022
To: Board of Directors
From: Michael Fritschi, Interim General Manager
Subject: General Manager's Report

TRANSITION AD HOC COMMITTEE

The District has begun the transition AD HOC Committee to address the transition of leadership.

SB170 FUNDS

The District has formally received the \$1.3 Million in SB170 funds as promised. These funds will assist the District in the Water Plant and Wastewater Plant disinfection upgrades and the Granlees Intake Safety Project.

DROUGHT RELIEF GRANTS

The District will be meeting with a representative from Adkins Engineering to discuss applications to the Small Community Drought Relief and the Urban Community Drought Relief Grants. These grants would provide substantial funding to projects like rain water to recycled water expansion projects.

REVISION OF EXISTING FEE SCHEDULE FORMATS

Staff are working on a revised fee schedule format that will aid staff and potential customers in having a more complete understanding of how fees are levied and how to better calculate accurate connection fees.

SOURCEWELL PURCHASING

Staff are reviewing the advantages of utilizing Sourcewell cooperative contracting for procurement for goods and services. Sourcewell was created by state law as a service cooperative to provide programs and services to government. Sourcewell was established with the statutory purpose to assist public agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually.

Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers. District Council is in the process of researching the legal applicability for use by the District.

DEVELOPER BILLINGS

Work has been prioritized to make progress in bringing past developer accounts current. Staff have begun conducting the necessary research and will be submitting updates for review in the near future.

WATER RIGHTS UN-CURTAILED

All the District Water rights have been un-curtailed as of November 2nd. This is likely due to the early precipitation experienced in early November. The current Michigan Bar station flow is over 70 cubic feet per second (cfs). The District has begun pumping water as of the 8th of November.

RANCHO MURIETA AIRPORT LOOPED WATER SYSTEM UPDATE

The meter that will allow flow to be measured for the looped system has been ordered and is 24 weeks out. In the interim, the valve has been restored to use and is closed and locked. The fire station has been provided with a key as well as the south gate, should a localized emergency require the loop to be restored. Once the meter is installed, the valve will remain open, allowing the loop system to be in operation at all times.

OUTREACH/ADVOCACY

REGIONAL WATER AUTHORITY

Met with the new RWA Technical Services Director Trevor Joseph and discussed potential grant ideas for water supply management.

RMA/RMCC COLLABORATION

The District is currently attempting to establishing a monthly General Manager informational and collaboration meeting with the Rancho Homeowners Association and the Country Club General Managers to better increase communications and collaboration between the three entities.

SLOUGHHOUSE RESOURCE CONSERVATION DISTRICT (SRCD)

Met with Austin Miller (District Manager) and Herb Garms (Board Chair) from the SRCD on the 7th of November. Discussed the ways that SRCSD and the District can work together.

GENERAL STAFFING UPDATE

We are pleased to congratulate Shelby Gonzalez on her recent promotion to Accounts Payable position. Staff are in the process of continuing interviews for utility billing, which should wrap up this week.

CONFERENCE/EDUCATION OPPORTUNITIES

Amelia Wilder recently attended the CSDA Board Secretary Conference in Monterey, California.

MEMORANDUM

Date: November 15, 2022
To: Board of Directors
From: Paula O'Keefe, Director of Administration
Subject: Administration / Financial Update

On October 4, 2022, the Finance Committee met and discussed the following items:

- Update on the FY 2020-21 annual audit
- Update on Tyler Technologies Implementation plan
- Staffing updates
- Water Shut Off Information

The following is the summary of the October 2022 monthly Board Financial Report. The following are highlights from various internal financial reports. Please feel free to call me before the Board meeting regarding any questions you may have relating to these reports.

Accounting Services
Pending

FY 2021-22 Audit
Pending

Reserve Funds Balance Sheet

Staff are presenting the projected beginning balances of FY 2022-23. It is important to note that the final reserve totals are dependent upon year end close and are not finalized for FY 2020-21 at this time. Additionally, due to minimal staffing capacity, July through October entries are pending at the time of this report.

FY 2022-23 Beginning Balances – Draft

TB run ending October 31, 2022

Reserve Descriptions	Account #	FY 2022-23 Beginning Balance July 1, 2022	YTD Total Debit	YTD Total Credit	Year to Date Ending Balance October 31, 2022
Capital Improvement Reserve Fees - Admin	100-2510	0	0	0	0
Unreserved Fund Balance	100-2800	0	0	0	0
	Subtotal	0	0	0	0
Water Capital Replacement	200-2505	2,494,807	0	0	2,494,807
Capital Improvement Reserves Fees - Admin Alloc	200-2505-99	39,990	0	0	39,990
Capital Improvement Reserves Fees - Water	200-2510	(110,775)	0	0	(110,775)
Capital Improvement Reserves Fees - Admin Alloc	200-2510-99	210,003	0	0	210,003
Water Supply Augmentation	200-2511	2,052,957	0	0	2,052,957
WTP Construction Fund Reserve	200-2513	(795,927)	0	0	(795,927)
Unreserved Fund Balance	200-2800	789,033	0	0	789,033
	Subtotal	4,680,088	0	0	4,680,088
Sewer Capital Improvement Connection	250-2500	4,342	0	0	4,342
Sewer Capital Replacement	250-2505	3,568,135	0	0	3,568,135
Capital Replacement Reserve Admin	250-2505-99	29,236	0	0	29,236
Capital Improvement Reserves Fees - Sewer	250-2510	76,847	0	0	76,847
Capital Improvement Reserves Fees - Admin Alloc	250-2510-99	159,077	0	0	159,077
Unreserved Fund Balance	250-2800	1,016,517	0	0	1,016,517
	Subtotal	4,854,154	0	0	4,854,154
Drainage Capital Replacement	260-2505	78,534	0	0	78,534
Capital Improvement Reserves Fees - Admin Alloc	260-2505-99	3,866	0	0	3,866
Capital Improvement Reserves Fees - Drainage	260-2510	344,134	0	0	344,134
Capital Improvement Reserves Fees - Admin Alloc	260-2510-99	35,262	0	0	35,262
Unreserved Fund Balance	260-2800	98,254	0	0	98,254
	Subtotal	560,049	0	0	560,049
Capital Improvement Reserves Fees - Admin Alloc	400-2505-99	6,418	0	0	6,418
Unreserved Fund Balance	400-2800	244,476	0	0	244,476
	Subtotal	250,894	0	0	250,894
Capital Replacement Reserve Security	500-2505	58,468	0	0	58,468
Capital Improvement Reserves Fees - Admin Alloc	500-2505-99	7,701	0	0	7,701
Capital Improvement Reserve Fees - Security	500-2510	(38,350)	0	0	(38,350)
Capital Improvement Reserves Fees - Admin Alloc	500-2510-99	135,466	0	0	135,466
Security Impact Fee Reserves	500-2513	38,488	0	0	38,488
Unreserved Fund Balance	500-2800	329,916	0	0	329,916
	Subtotal	531,690	0	0	531,690
Total Reserves		10,876,873	0	0	10,876,873

Interfund Borrowing

The following are the updated totals for the repayment of the interfund borrowing as of October 31, 2022.

<i>Inter-fund Borrowing</i>	<i>Fiscal Yr Beg Balance 7/1/2022</i>	<i>Prior Month Ending Balance</i>	<i>Monthly Payment</i>	<i>YTD YTD Repayment</i>	<i>Period End Balance 10/31/2022</i>
WTP Construction Loan from Sewer	444,774	409,553	11,746	46,984	397,790
WTP Construction Loan from WSA	148,264	136,523	3,915	15,661	132,602
Total Inter-fund Borrowing	593,038	546,076	15,661	62,645	530,392

Utility Billing

The District continues to work with residents each month to prevent water shutoffs. District staff continue to enter into new payment installment agreements to resolve outstanding payments and bring these accounts current and in good standing, however there are still residents who are not current on their bills. The District has locked off three residents and continues to work through the most egregious outstanding balances. Currently the district has 24 residents who are 90 days past due. We appreciate the residents who have been proactive in contacting us and working with us to bring their accounts current.

We encourage residents to work with the District to prevent additional late fee assessments and highly encourage all residents with past-due balances to contact the District immediately to rectify their account status. If entering into a payment plan, you are required to pay your monthly balance (including past due balance) in full or it will void the terms of the payment plan agreement. This means the account is now due and payable immediately and District staff will initiate the 10-day shut off notification. The District has encountered several residents who entered into payment agreements and subsequently voided them after nonpayment, however those residents brought their accounts current immediately in order to prevent utility shut offs.

Aging Report

The total amount due to the District for outstanding 60 and 90 day past due balances is \$58,472.55. There are 96 residents who are 60 days past due and 53 residents 90 days past due. The 90 days past due balances ranging from \$4.13 to \$4,929.94, for a total outstanding amount of \$34,389.75.

Bills Paid List

Attached is the "Bills Paid" check register and PayChex reports that reflect all of the checks (including voided checks) ran between the month October 2022.

MEMORANDUM

Date: November 10, 2022
To: Board of Directors
From: Kelly Benitez, Security Supervisor
Subject: Security Update Report for the Month of October

OPERATIONS UPDATES

The Department is currently working on the following projects:

- Currently we have 8 full-time gate officers and 4 patrol officers/Sgt Position Frozen. 2 open part-time
- Gate officer positions open.
- Utilizing only 2 ABA contract security officers for days off and vacation relief.
- Patrol non-covered shifts: 396 hours in 2022, Covid-19, and no overtime allowed to fill in patrol shifts.
- Safety Center Repairs obtained 2 estimates (56-58K) with Contractors unwilling to obtain necessary bonds.
- Toyota Truck obtained 3 estimates. On hold until after the election.

Rancho Murieta Association activity:

We continue to work with the RMA Leadership on a regular focus to improve our level of service and have positive contact with residents. The following list is the current focus of our meetings.

- General non-arch rules enforcement (see Violation Summary Report): continued to attend RMA Compliance meetings.
- Spoke with the Director of Compliance (Chris Smith)
 - A. Age of consent for allowing guests into the community.
 - B. Amazon delivery personnel.
 - C. Zero Tolerance for dog off-leash policy.
 - D. Robbery in the South.

Other Rancho Murieta Association activities:

Met with Amy at the Village.
Ace Hardware owner.
Airport Owner Mr. Beer issue.

Rancho Murieta Association
Violation Item Summary Report -- 2022
Violations Written by RMCSD Security

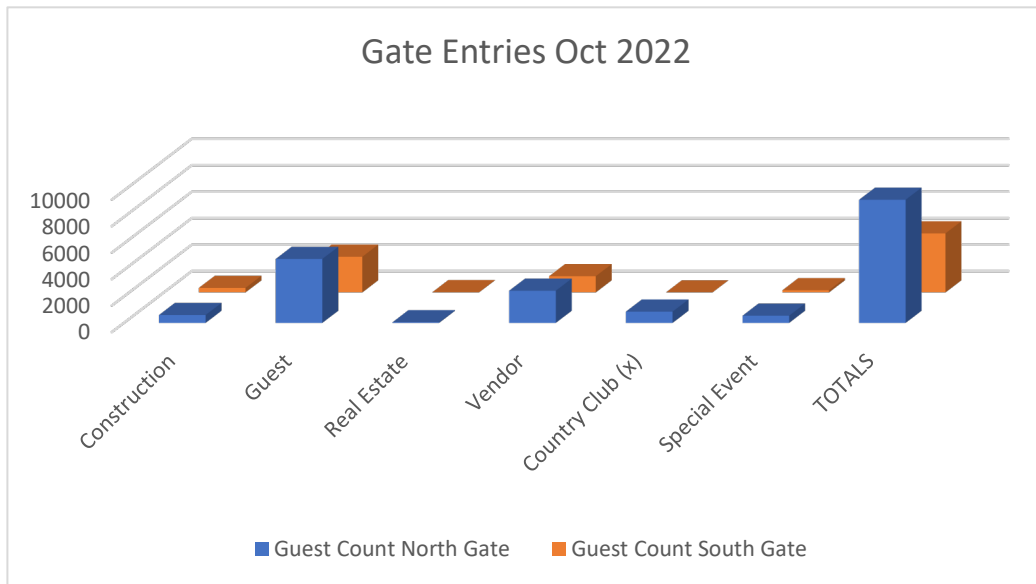
	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Violation Item Summary Report	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD	CSD
Motor vehicle violations:													
Motorcycle													0
No drivers license			1			1	1		1	1			5
Speeding	14	8	23	14	18	18	2	17	10	17			141
Speeding - twice speed limit								1					1
Stop signs		1	5	2	1		1	3	32	39			84
Bus stop signs										1			1
Use of streets				1						0			1
Parking:													
Driveway parking	9	18	25	1	8	8	2	44	25	1			141
Guest parking						0			3	0			3
Overnight street parking	3	5	8	6	10	12	7	28	11	12			102
Unauthorized Vehicle (24 hr pass)	1		1		1	6	3	5	8	0			25
Accumulation/dumping of debris													0
Advertising signs													0
Barbeques, open fires, bonfires													0
Carrying passengers/overloaded cart													0
Clothes lines													0
Commercial vehicle lettering													0
Construction overnight parking													0
Park hours / curfew	1		1	5		1	1	4	1	3			17
Decorative lights													0
Discharge of firearm													0
Dog park investigations													0
Dwelling exterior alterations													0
Failure to identify													0
Fences, screens & enclosures													0
Guest w/o resident in comm areas								2					2
Home business activities													0
Noxious activities		1											1
Open garage doors													0
Pets - off leash / teathered / noise								1	2	7			10
Property maintenance													0
Sign rules													0
Skating in common area													0
Sports equip/trampoline/basketball													0
Storage of building materials													0
Stored vehicles						1		1					2
Trash containers													0
Use of common areas & facilities													0
Vandalism													0
Vehicle repair or maintenance													0
Village/Villas violations													0
Working days & hours													0
Total Violations Written by CSD	28	33	64	29	38	47	17	106	93	81	0	0	536

Gate Entries by Type

October – 31, 2022

Pass Type	Guest Count North Gate	Guest Count South Gate	Count by Pass Type
Construction	783	382	1,165
Guest	5,749	3,150	8,899
Real Estate	52	30	82
Vendor	3,009	1,436	4,445
Country Club (x)	1,015	1	1,016
Special Event	640	275	915
TOTALS	11,248	5,274	16,522

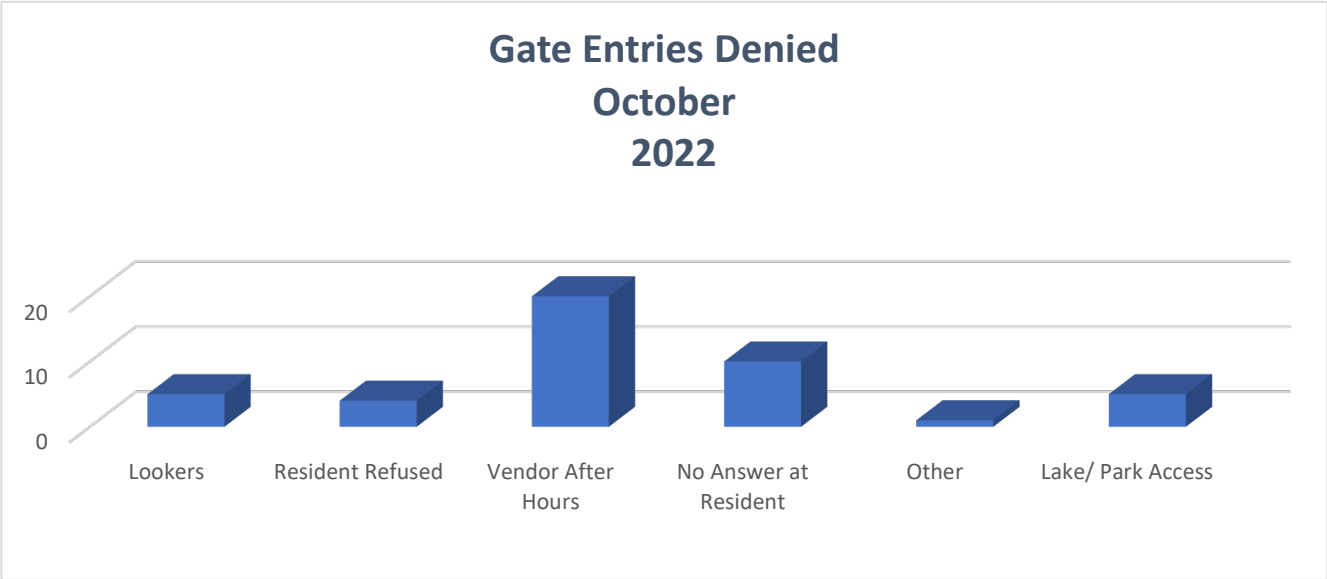
Prior Month Totals: 9,197 5,037 15,462



Gate Entries Denied OCTOBER 1 – 31, 2022

	Lookers	Resident Refused	Vendor After Hours	No Answer at Resident	Other	Lake/ Park Access	TOTAL
All Gates	5	9	26	10	1	5	56

Prior Month Totals: 4 2 30 11 4 4 53





Rancho Murieta CSD Security

15160 Jackson Rd
Rancho Murieta, CA 95662

Cases - Breakdown by Type

ABANDONED DISABLED VEH	1
ALARM	9
ANIMAL COMPLAINT	23
BURGLARY	3
CITATION	81
DISTURBANCE	2
ESCORT	7
EXTRA PATROL	30
FOLLOW UP	4
GUN SHOTS	1
INTOXICATED PERSON	1
JUVENILE DELIQUENCY	4
LOST/FOUND PROPERTY	2
MISCELLANEOUS	15
MISSING PERSON	1
OPEN DOOR	1
PARKING	11
PATROL DETAIL	1
PETTY THEFT	2
REFUSED ENTRY	55
RESIDENT COMPLAINT	15
RMA RULE VIOLATION	10
SAFETY ADVISAL	2
STOLEN/MISSING VEHICLE	2
SUSPICIOUS ACTIVITY	6

SUSPICIOUS PERSON	4
SUSPICIOUS VEHICLE	4
TRAFFIC ENFORCEMENT	20
TRESPASSING	11
VANDALISM	2
VEHICLE ACCIDENT	7
WATER LEAK	13
WELFARE CHECK	9
Total	359



INCIDENTS OF NOTE
OCTOBER 1-31

ON SATURDAY, 10/22/22 AT APPROXIMATELY 1020 HRS, CSD PATROL RECEIVED A CALL FOR SERVICE OF A THEFT/BURGLARY ON CALLAWAY DR (SOUTH). RP STATED THAT A JUVENILE ENTERED THEIR HOUSE, TOOK A BACKPACK, AND RAN THRU THE BACKYARD TOWARDS COLBERT DR INTO THE GOLF COURSE.

CSD STAFF ARRIVED AT RP'S LOCATION, RP STATED THAT AN UNKNOWN MALE JUVENILE, WEARING A RED HOODED SWEATSHIRT WITH A BLACK BACKPACK CAME INSIDE THE HOUSE, BRANDISHED AN OBJECT THAT APPEARED TO BE A BLACK PISTOL, AND DEMANDED THE BACKPACK WHICH CONTAINED TWO HUNDRED DOLLARS. THE JUVENILE THEN RAN EAST THRU THE BACKYARD INTO THE SOUTH GOLF COURSE TOWARDS COLBERT DR. SSD WAS NOTIFIED TO RESPOND.

WHILE WAITING FOR SSD TO RESPOND A RESIDENT NOTIFIED OUR DISPATCH CENTER FROM THE SOUTH, THAT A MALE JUVENILE HAD OFFERED \$40.00 FOR A RIDE OUT OF RM. THE RESIDENT DENIED THE OFFER AND CONTACTED CSD DISPATCH WHO RELAYED THAT INFORMATION TO SSD.

SSD ARRIVED ON THE SCENE AND SEARCHED THE AREA UTILIZING K-9 AND DRONE RESOURCES. THE JUVENILE WAS LOCATED AT GREENS PARK HIDING IN THE BUSHES. THE JUVENILE WAS TAKEN INTO CUSTODY BY SSD WITHOUT INCIDENT. SSD ALSO LOCATED A BACKPACK IN THE BUSHES WITH A TOY FIREARM AND RECOVERED THE U.S CURRENCY.

MEMORANDUM

Date: November 8, 2022
To: Board of Directors
From: Travis Bohannon – Interim Operations Director
Subject: Operations Report

OPERATIONS

Water Treatment Facility

Water Treatment Facility #1 is currently offline for annual cleaning and maintenance. Plant 2 is in operation and is currently producing potable water at a rate of 1.30 million gallons per day (mgd).

The second backpulse pump for Plant #1 was sent out for recoating. The estimated return time is about 2 weeks.

Chesbro Stage Storage Curve

Adkins Engineering has performed a bathymetric survey on Chesbro Lake. Staff are reviewing the updated storage curves and are waiting for the completed report.

WATER

Water Consumption

As of September 30, 2022 cumulative potable water production for the year totaled 494 million gallons, 61 million gallons (12.5%) less than the same use period in 2021 and roughly the same use as 2020.

Raw Water Storage & Delivery

As of November 2, 2022, the total water currently stored between Clementia, Chesbro, and Calero totaled 2,895 acre-ft, 4.7% less (144 acre-ft) than at this time last year. Wastewater storage has been depleted, so we turned the plant off for the season. The district supplied 168.9 million gallons of recycled water to the golf course and to the Van Vleck Ranch this season. A total of 49.3 million gallons more was provided this season over the last recycled water season.

Table 1. Current water and wastewater storage comparison from 2021 - 2022

	October 2022		October 2021		difference from 2021	%diff
	mgal	acre-ft	mgal	acre-ft	acre -ft	
Clementia Storage	231.5	710.4	219.1	672.5	37.9	5.6%
Chesbro Storage	340.3	1044.2	342.6	1051.5	-7.3	-0.7%
Calero Storage	371.5	1140.2	428.5	1314.9	-174.7	-13.3%
Total of all Raw Water Reservoirs	943.3	2894.8	990.3	3039.0	-144.2	-4.7%
Wastewater Storage Reservoir available for production	19.2	58.8	19.1	58.6	0.2	0.3%

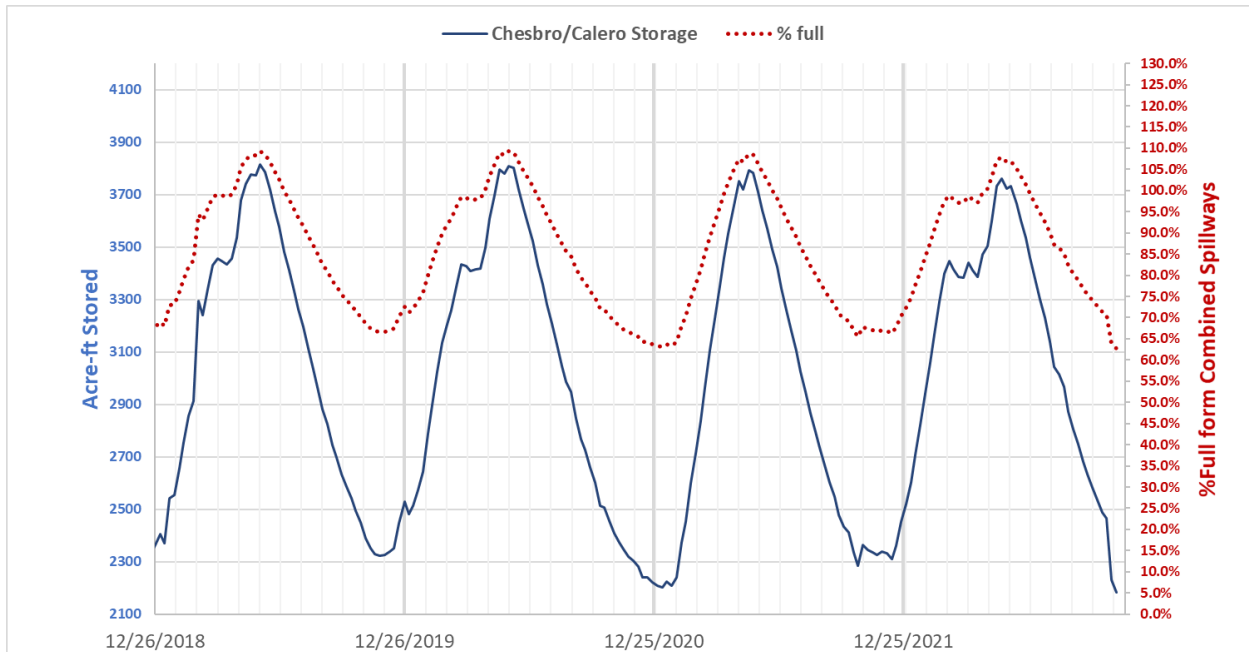


Figure 1. Four Year Chesbro / Calero Storage Curves

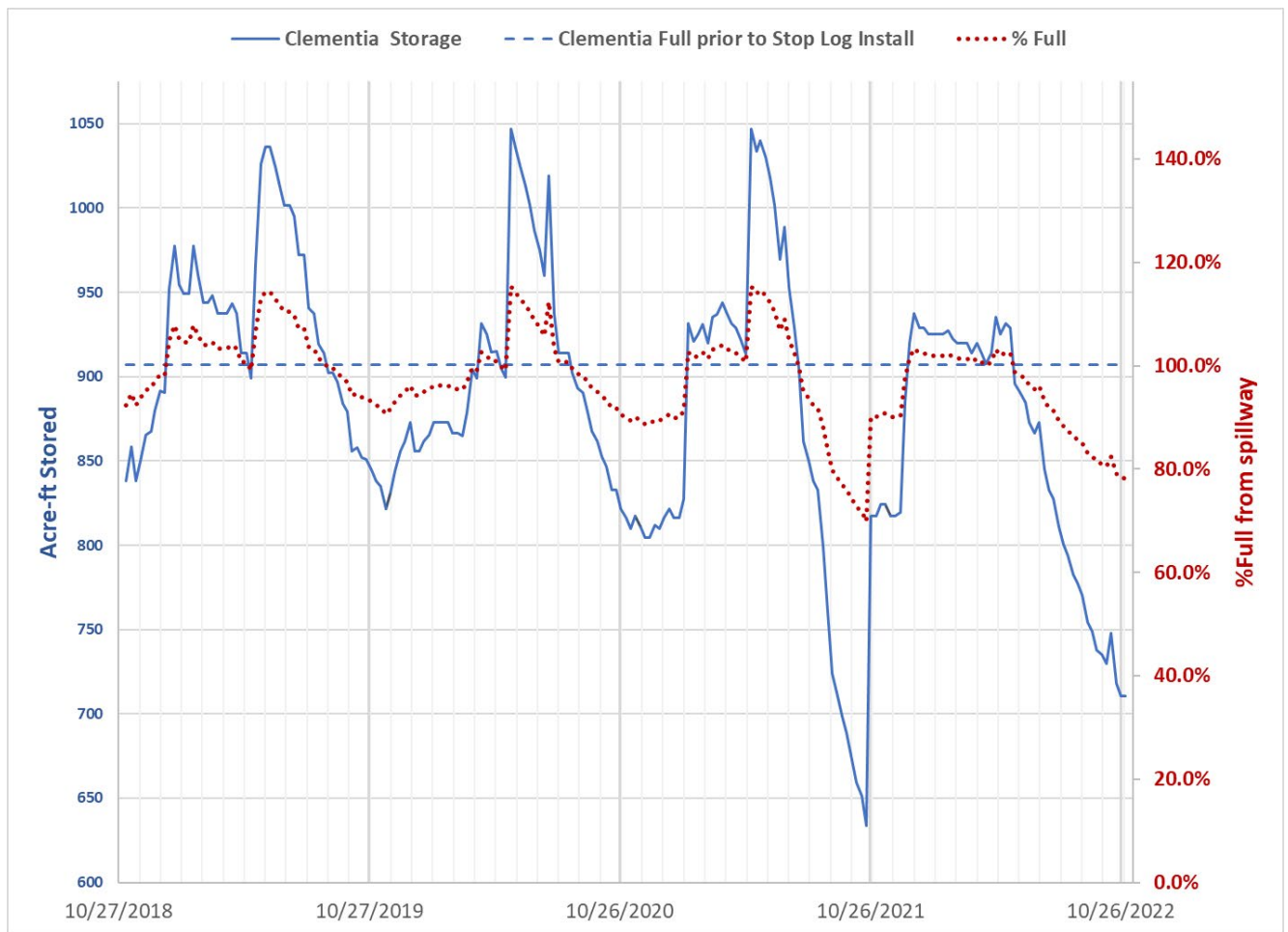


Figure 1. Four Year Clementia Storage Curves

On November 8, 2022, the flow in the Consumnes River reached 70 cfs and we started pumping with one 125 hp pump from the river to Calero Lake. Once the cfs get up to 170 we will be able to turn on the 2nd 125 hp pump.

UTILITY

Utility Crew Report October 2022 – James Colas

- 1) Twelve utility star work orders were completed. Utility Star work orders are for final reads, rebates, meter swaps request, issues with homeowner water usage concerns and are doing water shut offs once again.
- 2) 10 field markings for 811 USA locates were completed.
- 3) Homeowner calls for water related issues: (1) homeowner called for water related problems that ranged from a bad pressure relief valve, broken sprinkler, and water leaks in their system all for the homeowner to fix.
- 4) We had three water leaks in the month of October. Staff also replaced one service line.
- 5) Two valves were exercised and approximately 3,000 gallons of water flushed through fire hydrants and or a blow-off in the month of October.
- 6) One water meter was installed, and one meter was replaced in October.

- 7) The raw water line from Lake Clementia to the CIA ditch has a leaking valve by the CIA ditch up stream valve is closed off to prevent leak until repairs can be made. This is on the list for repair
- 8) Cleaned and removed all sludge in one of the drying beds at the water plant
- 9) 10" water tie-in at the Riverview developments. A Construction worker broke a main water line in the construction area which sloshed the water in the pipes on the South which created a brown water issue. Staff worked hard to minimize the issue, but there were still quite a few complaints.

On Wednesday, November 9, 2022. The Utility crew did repairs at Lobo and Venado. A 1 ½" service line was leaking and bubbling through the asphalt. As seen in the pictures below, it was quite a leak for a service line. Staff did an excellent job in locating and repairing the leak. My compliments to James Colas and his staff for doing an excellent job.



INFRASTRUCTURE

SB 170 Funded Projects – An update of the SB 170 funded projects are as follows:

Water Treatment Facility Sodium Hypochlorite Conversion – HDR has completed the design to the 60% level Design. The 60% design provided an ACE Class 2 construction cost range of \$520,000 - \$660,000 (not including design costs). The District had previously envisioned \$892,500 to complete the project, with \$352,000 allocated from the SB 170 funding. Adding in the \$238,300 design fees would bring the range of estimated total cost of the project to \$758,300 - \$898,300.

Recycled Water Disinfection Project – Staff had an initial meeting with Dewberry to provide introductions and discuss the design process.

Granlees Safety Improvements – The District has received the preliminary engineering report (PER) for the Granlees safety improvements. The report has been reviewed and the district provided comments to HDR. The preliminary engineering report provided an AACE Class 5 construction cost range of \$300,000 - \$720,000 (not including design costs). The district had previously envisioned \$945,000 to complete the project, with \$170,000 allocated from the SB 170 funding.

The district performed a condition assessment in the forebay structure. This procedure required isolating the structure and utilizing RMCSO equipment to clean out accumulated debris. The condition assessment will be referenced during the design phase for any potentially needed structural repairs.

Once the forebay inspection report is received, staff will combine with the PER and release a design RFP for the improvements.

Water Treatment Facility

The second backpulse pump for Plant #1 was sent out for recoating. The estimated return time is about 2 weeks.

Lift Stations

Staff met with the District Engineer to discuss design and bid assistance for various upcoming lift station rehabilitation projects:

Lift 3B - Pumps were ordered on November 1, 2022, from Xylem pumps for 3B lift station. Staff were notified that the pumps are in stock in the US. There is an expected 4-week lead time for receipt.

Alameda & Starter Shack Stations – The District is planning on working with the District Engineer on replacing these antiquated stations with prefabricated package stations. This work will be designed and completed this fiscal year.

Greens Station – The District will perform some minor geotechnical testing to determine the best way to restore some of the settled infrastructure.

Cantova & FAA Stations – Staff sent necessary information to Holt of California so they can locate generators for both stations and submit pricing information.

DEVELOPMENT

Riverview: the developer is currently working on installing dry utilities for phase 1b. The water tie-in at Karsten was completed and at that time the district also reconnected the water to the bathroom. All concrete poured except for 1 DI that is not installed yet.

Retreats: Contractor is requesting water meters and service be installed in the model homes. Raising iron and water valve boxes to grade. Contractor wants to start installing water meter boxes. Installation of streetlights is starting.

Residences: The District has been informed that the Residences will be taking a phased approach in development with Residences at Murieta Hills East to be mapped and built in two phases and Residences at Murieta Hills West to be mapped and built in three phases.

Circle K/Shell: Contractor has poured the gas station slab and are working on getting approval for fire service. Contractor has started constructing the building for Circle K, unfortunately portions of the building framing blew down from a storm on the 8th of November.

Murieta Gardens Lot 2 (Tractor Supply): Contractor has continued block wall construction.

Murieta Gardens Pet Hospital (Lot 12): The District is in the process of site design review.

& Murieta PDF Office (Lot 10) – No update

Rancho Murieta Community Services District

December 2022

Board/Committee Meeting Schedule

December 1, 2022

Communications/Technology	8:30 a.m.
Security	10:00 a.m.

December 6, 2022

Personnel	7:30 a.m.
Improvements	8:00 a.m.
Finance Meeting	10:00 a.m.

December 21, 2022

Regular Board Meeting - Open Session @ 5:00 p.m.



From: [Richard Gehrs](#)
To: [Tim Maybee](#)
Cc: [Linda Butler](#); [Martin Pohl](#); [Randy Jenco](#); [Amelia Wilder](#); [Michael Fritschi](#)
Subject: Violation of Brown Act
Date: Saturday, November 12, 2022 3:00:47 PM

The agenda for the 11/16/2022 board meeting includes the following item during the Closed Session:

"Closed session to consider process for public employee appointment of General Manager".

Based on my review of the Brown Act, I believe that discussing this in a closed session rather than an open session would be a violation of the Brown Act. I can find no justification for doing this in a closed session.

I believe that if this subject is going to be discussed that it should be, and needs to be, done in an open session.

-- Richard Gehrs

BARTKIEWICZ, KRONICK & SHANAHAN

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November 14, 2022

By E-Mail

Richard Gehrs

rgheers@outlook.com

Re: Email to Rancho Murieta Community Services District Board of Directors Concerning November 16, 2022 Closed Session Agenda

Mr. Gehrs:

The Rancho Murieta Community Services District requested that I respond to your inquiry concerning the District Board of Directors meeting agenda for November 16, 2022. Specifically, you stated that the Board of Directors is not authorized to meet in closed session to discuss the hiring of a new General Manager for the District. As discussed below, that statement is incorrect.

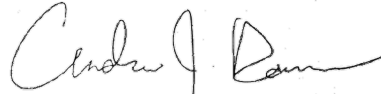
Government Code section 54957, which is part of the Ralph M. Brown Act, specifically authorizes the Board of Directors to meet in closed session to discuss an appointment to the general manager position. That section states the Board is authorized to hold a closed session during a regular or special meeting to “*consider the appointment, employment, evaluation of performance discipline, or dismissal of a public employee[.]*” (Italics added.) Therefore, it is not correct to state that the Board of Directors is not authorized to hold a closed session to discuss candidate and appointment issues for the General Manager position.

There are two related items that will be heard during the open session portion of the November 16, 2022. Item 13 is set for a Board update on General Manager transition issues, which necessarily includes issues regarding appointment of a new General Manager. Item 14 is set for the Board to consider a contract with a consultant to assist in the candidate search process.

Richard Gehrs
November 14, 2022
Page 2

Thank you for the opportunity to respond to your inquiry.

Sincerely,



Andrew J. Ramos

cc: Michael Fritschi, Interim General Manager
Amelia Wilder, District Secretary
Board of Directors (via Board packet update)

From: [Richard Gehrs](#)
To: [Andrew Ramos](#); [Randy Jenco](#); [Linda Butler](#); [Tim Maybee](#); [Martin Pohl](#)
Cc: [Michael Fritschj](#); [Amelia Wilder](#)
Subject: Re: Response from RMCSD re: November 16 BoD Agenda
Date: Monday, November 14, 2022 4:41:51 PM
Attachments: [Brown Act Response to R. Gehrs - 2022-11-14 \(00290486xE2E14\).pdf](#)

Thank you for your response, Mr. Ramos.

However, I don't think that you have actually addressed my concern.

Agenda Item 3B is: "Closed session to consider process for public employee appointment of General Manager"

I believe that doing that in a closed session rather than an open session would be a violation of the Brown Act.

The agenda item is "to consider a process" and I see no justification for not considering the process in open session.

You have tried to justify it by referring to a section of the Brown Act which allows a closed session "to consider the appointment ... of a public employee". That statement and its immediate context makes it clear that this exception is referring to the actual appointment of a specific individual. The exception is not applicable to considering 'the process' of appointing such a person which is an entirely different discussion and which should be done in an open session.

I don't believe that you have made a legitimate case for discussing this item in closed session.

-- Richard Gehrs

On 11/14/2022 1:35 PM, Andrew Ramos wrote:

Mr. Gehrs:

Enclosed is Rancho Murieta CSD's response to your inquiry concerning the November 16, 2022 Board of Directors agenda.

Andrew Ramos

Andrew J. Ramos
Bartkiewicz, Kronick & Shanahan, PC
(916) 446-4254 x113 (office) / (916) 717-7278 (mobile)
ajr@bkslawfirm.com - [LinkedIn](#)

MEMORANDUM

Date: November 14, 2022
To: Board of Directors
From: Tom Hennig, General Manager
Subject: RMCS D GM Recruiter Recommendation

RECOMMENDED ACTION

At the request of the GM Transition Ad Hoc Committee, a request for quote was sent to four consulting firms to provide recruitment services. The requests were sent on Friday, October 28th. Two firms responded prior to the November 9th deadline. The companies responding included Municipal Resource Group, MRG and CPS HR Consulting. Based on positive reference checks and the quoted costs I recommend the District to contract with MRG of the General Manager recruitment. MRG quoted \$19,975 and CPS HR quoted \$25,000. Each company planned on conducting the full recruitment process over a three to four month timeframe.

MRG has worked with the District on various projects over the past three years. We have benefitted from their expertise in working with local government agencies and I feel they are a good fit for Rancho Murieta CSD. MRG has recently recruited executive level managers for Cameron Park Community Services District and El Dorado LAFCO. Both of these agencies are within the greater Sacramento area.

RECRUITMENT COSTS and TIMELINE

The total estimated costs for the recruitment from MRG are \$19,975 with an estimated timeframe of three months from the start of the contact. During this time MRG will:

- Develop and finalize selection criteria
- Prepare and advertising and conduct outreach
- Identify potential candidates
- Conduct candidate screening and evaluate qualifications
- Coordinate panel interviews and background review
- Conclude and debrief recruitment and notify all candidates of the selection decision

NEXT STEPS

The Interim General Manager will initiate the project which will be coordinated through the District Secretary.



November 9, 2022

Amelia Wilder
District Secretary
Rancho Murieta Community Services District
PO Box 1050
Rancho Murieta, CA 95683

Subject: Request for Qualifications for Recruitment Services for a General Manager

Dear Ms. Wilder:

Thank you for the opportunity to respond to the General Manager Recruitment Request for Proposals (“RFP”) for the Rancho Murieta Community Services District (“District” or “Rancho Murieta CSD”). Municipal Resource Group, LLC (“MRG”) is pleased to submit the required information to facilitate the recruitment of a new General Manager. The table of contents on the next page will direct the reviewers to each requisite section.

Our MRG team, led by Consultant Nancy Kaiser has provided similar recruitment assistance to client agencies including Cameron Park Community Services District, the cities of Benicia, Elk Grove, Fairfield, Huntington Park, Los Altos, Manteca, Putah Creek, Redwood City, Rocklin, Vallejo, Walnut Creek, Yuba, as well as California FFA Foundation, Colusa Reclamation District, Community Resource Project, El Dorado LAFCO, Humboldt County, Lincoln Avenue Water District, Oakland Housing Authority, San Ramon Fire Protection District, Solano County, UC Davis, Visit Yolo, and Yuba Water Agency.

By selecting MRG as your partner, you engage a team that provides immediate impact to your project and achieves outcomes that can be implemented in a timely manner. With more than 50 affiliated experts in every operational and organizational area, we can contribute to the success of your project, including research and analysis, and onboarding support. MRG is a true full-service firm focused on your project’s success.

Please let me know if you would like to discuss MRG’s approach to this engagement.

Respectfully submitted,

Mary Egan
Managing Partner
MRG, LLC
egan@solutions-mrg.com
916-261-7547



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Attachments:

Attachment A – MRG Consultant Biographies



1. INTRODUCTION

Rancho Murieta CSD is requesting proposals for qualified consultants to conduct the recruitment for the General Manager (“GM”) of the District. MRG proposes to provide the District with General Manager Recruitment Services performed by our team of highly qualified Human Resources consultants. MRG team members have led successful recruitment efforts and fully understand the real-world challenges agencies face. Our team is an independent, centralized resource for all Human Resources needs and will direct and control the manner and means of performing the proposed services.

We are flexible. If our project’s core team does not include the technical experience of a department, we will augment the team as needed. We can easily zero in on particular service or function needs.

2. EXPERIENCE AND QUALIFICATIONS OF MRG

MRG is a professional, qualified fit for Rancho Murieta CSD. MRG has over ten years’ experience providing executive recruiting and human resources services and understands that each organization is unique. Also, MRG has a deep understanding of Rancho Murieta CSD, which is attributed to many successful projects for the District. MRG has recently completed successful searches for the new General Manager with Cameron Park Community Services District as well as El Dorado LAFCO Executive Officer.

Many of our public-sector clients rely on us to review their historical processes and make practical recommendations to streamline practices and enrich services. MRG strives to understand its clients’ expectations, organization, and practices. Our consultant team for this project also has extensive recruitment experience in positions prior to working with MRG.

A. Description of experiences & qualifications of proposed staff

MRG has a team of highly skilled and broadly experienced professionals who work to address challenges for public and private sector clients. MRG is proud to offer Rancho Murieta CSD a team of highly regarded professionals for this project. Our consultants have extensive experience in all aspects of Human Resources. Our team is experienced in working with elected officials, agency executives, managers, and staff.

Biographies for our experienced project team members are included as **Attachment A**. Mary Egan is the Managing Partner who oversees our practice and provides high level leadership for all our projects, as she would for this engagement with Rancho Murieta CSD. Our affiliated consultants who would primarily support the District’s needs include:

Nancy Kaiser (Project Lead, Human Resources/Parks & Recreation Consultant). Nancy has over 30 years of experience working with community development, planning, recreation and parks, and public works and understands the unique attributes needed for individuals working in these environments. She has provided consulting advice to local recreation



agencies and nonprofit organizations. Recent projects include General Manager and staff level recruitments, assistance to communities in developing strategic plans, master plans and needs assessments in the areas of park development, park and resource management, and recreational services and programs. Nancy has also assisted cities with organizational assessments to ensure that staff remains successful in providing high quality services critical to livable cities.

Patty Francisco (Human Resources Consultant) Patty has over 30 years of public sector human resources experience and is primarily responsible for the consulting practice in the Southern California region. Patty focuses on strategic human resources advice and counsel to help organizations achieve successful results. She provides expert consulting services on various HR functions including organizational strategy and staffing design, labor relations and MOU administration, employee benefits, classification, and compensation. Through collaboration and partnership with clients, Patty works well in identifying issues and offering meaningful recommendations to ensure sustainable outcomes.

Kim Catacutan (Human Resources Consultant). Kim specializes in recruitment, testing, selection, classification, compensation, and other human resources support and projects. She has more than 25 years of experience in public-sector, private-sector, and nonprofit organizations. As a human resource professional for the City of Sacramento and UC Davis, she prided herself on bringing a positive, collaborative attitude to her projects and improving the relationship between HR and other departments. At the City of Sacramento, she worked closely with directors, managers, and staff in the departments of utilities, information technology, and finance. For five years, Kim worked as a human resources consultant for CPS HR Consulting, where she completed a variety of projects for cities, counties, states, utilities, and special districts, primarily in the areas of recruitment, testing, selection, classification, compensation, and training. Her most impactful assignment involved working with the City of San Jose Human Resources Department managing recruitments and classification studies. She was also part of a team that provided sexual harassment prevention training to the State of California employees. She has a Bachelor of Science degree in Applied Developmental Psychology from California Polytechnic State University, San Luis Obispo, where she graduated summa cum laude.

The entire team of MRG-affiliated consultants can be found at www.Solutions-MRG.com. We have a wide range of professional subject matter experts in addition to Human Resources and Investigation experts, should the need arise.

B. Description of MRG

WHY MRG? – Our proven track record on comparable projects:



Our partners and consultants have over three hundred years of combined experience working as executives and consultants, providing essential services and support to local, regional, and state government agencies. MRG prides itself in providing consulting services based on our hands-on experience in managing local, regional, and state governments as well as our experience in delivering products that meet and exceed our clients' expectations. A listing of our full services and samples of our reports can be found on our website at: www.Solutions-MRG.com

MRG is a full-service consulting firm assisting public and private agencies. We have over 60 consultants engaged in technical, leadership and organizational support for public and private agencies throughout California.

Name of Organization:	Municipal Resource Group, LLC ("MRG")
Managing Partner	Mary Egan
Telephone Number:	(916) 261-7547
E-Mail:	egan@solutions-mrg.com
Mailing Address:	PO Box 561, Wilton CA 95693
Website:	www.Solutions-MRG.com
Year Established:	2009
Type of Organization:	Limited Liability Company

C. Organizations MRG provided recruitment assistance

Our public-sector clients value our understanding of the challenges unique to government agencies. MRG consultants are experienced professionals with subject matter expertise to support client agencies and provide transformational analysis, forward-thinking recommendations, and focused implementation plans that are effective, practical and sustainable. As you will hear from our references, we deliver modern, thoughtful, and strategic recommendations that reflect our clients' values and priorities.

Our MRG team has provided similar recruitment assistance to client agencies within the last five years include the following:

- California Future Farmers of America Foundation – Development Director
- Cameron Park Community Services District – General Manager
- City of Elk Grove – Various Public Works
- City of Fairfield – Various Parks and Recreation
- City of Los Altos – Interim City Manager, City Attorney (contract firm)
- Putah Creek Council – Executive Director
- City of Redwood City - Various Department level positions
- City of Yuba City – Police Chief and City Manager
- El Dorado LAFCO – Executive Director
- Lincoln Avenue Water District – General Manager



Oakland Housing Authority – Multiple EO positions, including COO
UC Davis Health System – over a dozen specialized positions
In addition, MRG has also assisted many agencies in outreach services to support the District recruitment goals.

D. Client references

Below, please find the contact information for three recent client references:

Cameron Park Community Services District

Eric Aiston, Board of Directors

DirectorAiston@cameronpark.org

(530) 387-1563

2502 Country Club Drive

Cameron Park, CA 95682

El Dorado Local Agency Formation Commission (LAFCO)

John Hidahl, Chair, LAFCO

bosone@edcgov.us

(530) 621-5650

550 Main Street, Suite E

Placerville, CA 95667

City of Fairfield

Angela Broaddus, Human Resources Manager

abroaddus@fairfield.ca.gov

(707) 428-7396

1000 Webster Street, 4th Floor

Fairfield, CA 94533

3. APPROACH/METHODS

MRG is pleased to submit this preliminary methodology we would use to support the District with HR needs. As with all our work, we rely on staff's knowledge and collaboration. If MRG is selected as the Executive recruitment consultant, the project scope can be modified to meet any changes and updated needs of Rancho Murieta CSD.

The goal of the MRG recruiting process is to assist employers achieve organizational success by hiring the right people. During our recruiting relationship, we will deliver our best advice and an expert point of view to achieve the best fit for our clients and a high-level of communication for your candidates. Our recruitment strategy is based on integrity, respect, collaboration,



commitment, and communication while embracing the principles of diversity, equity, and inclusion.

- Integrity: We embrace and uphold the highest standards of personal and professional ethics, honesty, and trust.
- Respect: We treat everyone with uncompromising respect, civility, and fairness.
- Collaboration: We work as a team with our clients and candidates to promote the best outcome for all stakeholders.
- Commitment: We are committed to assisting our clients in identifying their recruitment goals while providing a consistent methodology to obtain those goals.
- Communication: We believe that providing periodic updates to both client and candidate during the recruitment process reduces the loss of qualified candidates and allows for timely adjustments requested by the client.

Rancho Murieta CSD is requesting assistance in recruitment services. The following tasks are recommended for a successful recruitment with an eight- to twelve-week estimated timeline:

- **Client Interview/Ideal Candidate Profile**

One of the most important tasks in a successful recruitment is to interview the client to determine the details of the hiring goal. During this process, we may facilitate the discussion of more specific criteria for the position, ask how the candidate will fit into the organization and have a keen awareness of respecting and valuing the District's principles of diversity, equity and inclusion. It is important for the recruiter to be able to convey this information to the candidate honestly in the preliminary interview.

Moreover, during these discussions, the ideal candidate profile will be developed to ensure that the specific competencies needed to be successful on the job are fully evaluated and captured for the selection criteria.

- **Advertisement/Tracking**

The advertisement outreach is the first impression made upon the candidate pool and needs to precisely articulate the goals/values of an organization and should portray a positive and welcoming image. The fundamental purpose of an advertisement is to generate reader interest and response. The core of a recruitment ad provides background information, specific job details, and aspects of the organization that cause a potential candidate to want to know more. Successful recruitment advertising includes concise and clear details of the vacancy and the desired applicant profile along with information on how to easily apply. Collection of the outreach details and responses provide necessary data to effectively manage all aspects of the recruitment process and allows seamless communication with the client.



- **Outreach**

Often the difference between a satisfactory recruitment and an exceptional recruitment is the level of outreach conducted. Making personal contact with candidates who may not be seeking a position but excited once they hear about the opportunity is the “secret sauce” of a successful recruitment.

We will work with the District to identify their ideal candidate and industry professionals who meet the criteria. We will contact those professionals and follow the chain to recommended candidates.

- **Application Review and Ranking**

As candidate’s application packages are received, they are reviewed and ranked by the recruiter according to preliminary qualifications to determine best matches. The candidate is notified that their package has been received and given information regarding “next steps” in the process. MRG will then provide the District with the eligible list of candidates to the hiring manager to complete next steps in the recruitment process.

- **Preliminary Interview with Candidates (Recruiter)**

Based on the established criteria and organization goals, the recruiter will conduct a preliminary interview with the highest ranked candidates. Supplemental questions and/or writing exercises may be requested for candidates recommended for interviews. After the preliminary interviews are completed, a summary is provided to the client along with a copy of the candidate resume package.

- **Interview with Candidates/Ranking (Interview Panel)**

Zoom interviews are scheduled with the top 5-8 recommended candidates, dependent on the client’s preference. This panel interview is typically focused on determining a good “fit” as the qualifications have been vetted in the preliminary interview with the recruiter. Consistent questions are developed and asked by the interview panel during each candidate interview with facilitation by the recruiter. A simple ranking sheet is recommended which will illustrate any need for a second interview for the top candidates.

- **Interview Panel Discussion-Selection**

The recruiter will then facilitate discussion regarding the qualification and organizational fit of the top candidates with the interview panel based on the direction of the client. MRG understands, at the point a candidate is identified, that the Human Resources Department may take over handling offers of employment and onboarding. However, MRG is poised to support this process as needed.



- **Candidate Background/Offer** (Client or Recruiter)

Based on the Client desire, the recruiter may assist in the completion of the background check and delivery of the job offer.

- **Handoff to Organizational Human Resources**

After the successful candidate is selected, the recruiter will provide the client a complete recruitment package for the recruited position.

- **Follow-up with Client/Candidate**

The recruiter will follow up with both the successful candidate and the client within 30 to 60 days after placement, and if appropriate, may check in again after a few months.

**All resumes received by Rancho Murieta CSD staff or Board of Directors should be forwarded to apply@solutions-mrg.com.

4. DIVERSITY, EQUITY, AND INCLUSION

MRG prides itself in engaging in extensive outreach efforts that attract and recruit diverse candidates for all our executive recruitments. We are mindful, intentional and thoughtful in our practice to ensure that we are meeting the needs of our clients while at the same time being socially aware and continuously advocate for diversity, equity and inclusion in selecting candidates.

5. COST PROPOSAL

MRG uses a variety of processes to ensure effective project communications and project management. If preferred by the client, MRG will conduct regular project meetings, via conference/video call, and/or distribute a regular project report. We work cooperatively with the leadership and other stakeholders to incorporate the values, vision, and mission of the greater organization.

The estimated amount for the recruitment as provided above will be up to \$19,975 including expenses. MRG will invoice for up to 85 hours of professional consulting hours incurred during the recruitment process at \$225 per hour. Expenses include, but are not limited to, advertising, document production, mileage (at current IRS rates), printing, postage, parking, tolls, and travel. MRG will invoice monthly for actual services performed and reimbursable expenses incurred.

Proposed Timeline & Fees

Tasks	Major Selection Steps	Completion	Hours	Estimated Cost
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Step 1	Develop and finalize selection criteria and review the essential personal characteristics and core competencies of an Ideal Candidate.	Week 1	6 hrs.	\$1,350
Step 2	Prepare strategy including: advertising media; recruitment outreach; and professionally designed recruitment ads and brochure.	Week 1	14 hrs.	\$3,150
Step 3	Initiate search to identify potential candidates. Professional advertising submitted and outreach to various referral sources and potential candidates begins and continues until filing deadline. Candidates can submit resumes via email.	Weeks 2-4	18 hrs.	\$4,050
Step 4	Conduct candidate screening process to include evaluation of candidate qualifications.	Weeks 2-4	18 hrs.	\$4,050
Step 5	Communicate with candidates, coordinate panel interviews, assist with the interview process and background review	Weeks 5-7	24 hrs.	\$5,400
Step 6	Conclude and debrief recruitment process with client. Notify all candidates of the selection decision.	After employment offer is accepted.	5 hrs.	\$1,125
	Estimated Expenses (additional advertising expenses will be preapproved)			\$850
Total Estimated Project Fees				\$19,975

Additional work not contemplated in this proposal will be billed at \$225 per hour and will begin only after agreed upon between the District and MRG.

At all times during this project engagement, MRG will be an independent contractor. Both agencies confirm the specialized services are distinct from tasks customarily performed by the



City. The services of Consultant specifically do not include hiring, firing, or supervising of any District personnel. Also, Consultant shall not have contracting or signing authority or act in the position of a Director or represent a management position at commission or Board meetings.

Nancy Kaiser – Recreation & Parks Services

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (925) 437-2924

nkaiser@solutions-mrg.com

Nancy Kaiser has over 30 years of experience providing parks and recreation services to communities in Northern California.

For nearly ten years, Nancy has provided consulting advice to local recreation agencies and nonprofit organizations. Recent projects include assistance to communities in developing strategic plans, master plans and needs assessments in the areas of park development, park and resource management, and recreational services and programs. Nancy has also assisted cities with organizational assessments to ensure that staff remains successful in providing high quality services critical to livable cities.

Nancy's unique background also includes projects and programs that enhance youth and teen relationships to nature and the outdoors, which strengthens community stewardship into the future.



In addition to planning and assessment projects, Nancy has been successful in researching, analyzing, and securing grant funds from government funding programs and private sector funders. She can assist local agencies and communities in exploring alternative funding opportunities, partnerships, and unique collaborations in order to sustain services or introduce new programs.

Prior to her consulting work, Nancy served as the Parks and Recreation Director for the Cities of Antioch and Oakley. She created a Parks and Recreation Department soon after Oakley's incorporation. In this capacity, she facilitated and encouraged community involvement, developed a comprehensive parks, recreation and trails master plan, managed park development projects and created a Resource Management Plan to implement quality park and recreation programs. Several of Nancy's signature programs and services are still provided after 10 years, and they contribute towards a sense of place and community.

Nancy has also served as the Parks and Recreation Director for the Cities of Flagstaff, Arizona and Folsom, California, and the Cameron Park Community Services District in El Dorado County, California. Nancy was also employed by the East Bay Regional Park District for over six years managing areas of interpretive services and education. Her experience and background are well-rounded; she has also worked in county government and state government, as well as served as executive director for regional nonprofit organizations.



Main Office
P. O. Box 561
Wilton, CA 95693

(866) 774-3222

Visit us at: www.Solutions-MRG.com

Sacramento Area

Bay Area

Los Angeles Area

Patty Francisco, Ph.D. – Human Resources Consultant

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (949) 500-0436

pfrancisco@solutions-mrg.com

Patty Francisco focuses on strategic human resources advice and counsel to help organizations achieve successful results. Through collaboration and partnership with clients, Patty works well in identifying issues and offering meaningful recommendations to ensure sustainable outcomes. Based on the foundation of developing strong relationships and reliance on expert knowledge, Patty thrives in maintaining the balance in advocating for both employee and management to ensure that the overall best interest of the organization serves as its cornerstone. Patty is very skilled at addressing and resolving workplace conflict, addressing areas for personal and executive development, and leaving workplaces with positive outcomes. She takes pride in her efforts to inspire, coach, motivate and mentor employees, management, and executives.



Her proven leadership skills coupled with her extensive and progressive human resources experience, allows her the ability to provide expert counsel and advice on various HR functions including: organizational strategy and staffing design, employee relations, performance management and disciplinary review and guidance, labor relations and MOU administration, employee benefits, training (AB1825) and organizational development, classification and compensation, and individual and team-based coaching.

Patty has over 30 years of public sector human resources experience and is primarily responsible for the consulting practice in the Southern California region. She is experienced in leading public agencies such as the Metropolitan Water District of Southern California (MWD), the Community Redevelopment Agency for the City of Los Angeles (CRA/LA) and the Southern California Regional Rail Authority/Metrolink.

Patty received her Bachelor's degree in Public Administration from the University of Southern California, and then went on to earn her Master's degree in Human Resources Design from Claremont Graduate University. Patty earned her Ph.D. in Organizational Leadership from The Chicago School of Professional Psychology. Her research focused on Informal Leaders: Linking Transformational Leadership, Psychological Empowerment, and Personal Power.



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Kim Catacutan – Human Resource Services

MUNICIPAL RESOURCE GROUP, LLC

Telephone: (916) 799-9084

kcatacutan@solutions-mrg.com

Kim Catacutan is a human resources consultant who specializes in classification, compensation, recruitment, and selection. She approaches projects with a positive, collaborative attitude and uses data-driven methods to develop sound, strategic human resources recommendations. Her project management, communication, and organizational skills, combined with her attention to detail, allow her to efficiently and effectively complete projects and provide outstanding deliverables to MRG's clients.



During her years as a human resource consultant for MRG and CPS HR Consulting, Kim has completed complex classification and compensation studies, executive recruitments, and organizational assessments for cities, counties, special districts, universities, and state departments.

Prior to being a consultant, Kim was as a human resource professional for the City of Sacramento and UC Davis. She also spent several years as a product manager at a social media background screening company where she managed a team of analysts and focused on workplace safety for their clients. Kim also has experience as an operations manager and board member for nonprofit organizations, which involved writing policies and procedures, improving processes, increasing revenue, and coordinating hundreds of volunteers and staff.

In addition to her experience in human resources, Kim earned a Master of Arts in Industrial and Organizational Psychology from California State University, Sacramento, which included a master's thesis researching the relationship between test-score banding and job performance. She also holds a Bachelor of Science in Applied Developmental Psychology from California Polytechnic State University, San Luis Obispo, and received a Fair Credit Reporting Act (FCRA) certification from the Professional Background Screening Association.



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Sacramento Area

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PROPOSAL

Rancho Murieta Community Services District

Executive Recruitment Services for
General Manager

November 9, 2022

SUBMITTED BY:

MELISSA ASHER

Sr. Practice Leader, Products and Services

CPS HR Consulting
2450 Del Paso Road, Suite 220
Sacramento, CA 95834
P: 916-471-3358
masher@cpshr.us
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Your Path to Performance

November 9, 2022

Tom Hennig
General Manager
Rancho Murieta Community Services District
15160 Jackson Road
Rancho Murieta, CA 95683

Submitted via email to: thennig@rmcsd.com

Subject: Executive Recruitment for General Manager

Dear Mr. Hennig:

CPS HR Consulting (CPS HR) is pleased to have the opportunity to submit a proposal to assist the Rancho Murieta Community Services District (District) with the recruitment of a new General Manager. We are uniquely qualified to undertake this effort as we have vast experience in assisting public agencies with executive search, screening, and placement.

We understand that each agency is unique, and our extensive experience allows us to tailor our process to specifically meet your needs. Our work with local government agencies throughout the United States gives us an in-depth understanding of government operations, programs, and services.

CPS HR offers a broad spectrum of human resource services while delivering personalized, results-oriented services, utilizing best practice methods of recruitment and selection strategies from our team of recruitment experts. Each recruitment is an opportunity to shape and prepare your organization for the future. We understand how important this transition is for you and are perfectly placed to assist you in this endeavor. Once this project begins, we will work with the District to tailor our process to highlight this exciting opportunity and attract the best possible candidates.

It is our commitment to work in partnership with your organization to a successful result.

Thank you for the opportunity to be considered for this assignment. Should you have questions or comments about the information presented in this proposal, **please contact me at masher@cpsshr.us or (916) 471-3358.**

Sincerely,



Melissa Asher
Senior Practice Leader, Products and Services

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About CPS HR Consulting

CPS HR Consulting has been assisting organizations with their talent management needs for over 35 years. We have unique expertise in delivering HR management and consulting services, employment testing, and assessment services to government agencies throughout North America. Our core competency is its knowledge of and expertise in the public sector.



CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. We offer expertise in the areas of organizational strategy, recruitment and selection, training and development, and organization and workforce management.

CPS HR occupies a unique position among its competitors in the field of government consulting; as a Joint Powers Authority, whose charter mandates that we serve only public sector clients, we actively serve all government sectors including Federal, State, Local, Special Districts, Higher Education, and Non-Profit Organizations. This singular position provides CPS HR with a systemic and extensive understanding of how each government sector is inter-connected to each other and to their communities. That understanding, combined with our knowledge of public and private sector best practices, translates into meaningful and practical solutions for our clients' operational and business needs.

With more than 85 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 1,200 government and public/non-profit clients throughout the United States and Canada.

Our headquarters are located in Sacramento, California. We have regional offices in Austin, TX; Littleton, CO; and Orange County, CA.

Recruitment Experts

CPS HR specializes in the recruitment and selection of key professionals for cities, counties, special districts, and non-profits. Working in partnership with the governing body or selection team, we develop customized search strategies that focus on locating and recruiting qualified candidates who match the agency's unique needs. Our wealth of recruitment experience has been gained through **more than 20 years** of placing top and mid-level executives in public agencies throughout the United States.

- **Unmatched Recruitment Experience for Government Agencies.** CPS HR has extensive experience in recruiting executive-level professionals for public agencies across the United States. As a public agency ourselves, we understand how to work with and within government. Our understanding of public sector culture and policy uniquely sets us apart from our competitors.
- **Focus on Diversity Recruiting.** In the past three years, 57% of the candidates placed by CPS HR are female, members of ethnic minorities or both. To continue this trend, CPS HR is constantly assessing the best methods for reaching the broadest network of possible candidates. To that end, we have just signed a contract with Zoom Info, a new sourcing platform, which includes a diversity sourcing filter.
- **Seasoned Executive Recruiters.** Our recruiters possess a high level of expertise in recruiting and placing executive-level professionals. Our staff of experts includes an exceptional group of full-time employees as well as a full complement of subject matter experts, intermittent employees, and part-time employees with a variety of public and private sector experience.
- **Detailed Needs Assessments.** We conduct a detailed needs assessment to identify 1) future organizational direction; 2) challenges facing the position; 3) the working style and organizational climate; and 4) required core and job specific competencies as well as personal and professional characteristics.
- **Success Recruiting Non-Job Seeking Talent.** We recognize that the very best candidates for some types of positions may not be looking for a career change, therefore, our recruitment team takes a very aggressive approach to identify and recruit such candidates.
- **Vast Pool of Public Agency Contacts.** CPS HR maintains a database of candidates and an extensive network of external resources to leverage for executive-level positions. We utilize our vast pool of public and non-profit contacts to deliver a strong list of competitive candidates who will be well prepared to assist you in the accomplishment of your specific mission and goals.
- **Satisfied Clients.** *Our executive search client satisfaction rating averages 4.6 on a scale of 5.* While many companies talk about client satisfaction, how many measure the impact of that through assessing client satisfaction by distributing written surveys and tying the results of these surveys to their performance management system? CPS HR Consulting

does. A client satisfaction survey is sent at the end of every engagement requesting feedback on the quality of our staff, deliverables, and the overall consulting relationship.

- **Retention/Success Rate.** Our success rate is tied to the longevity of the candidates we place, currently more than 95% of our placements are still in their position after two years.
- **Partial list of recruitments.** Below is a brief listing of recent similar recruitments to show our experience with similar executive recruitments.

Agency	Titles	Year Completed
Harlingen Water Works System, TX	Assistant General Manager	Current
Indian Wells Valley Water District, CA	General Manager	2022
San Diego County Water Authority, CA	General Counsel	2022
Texas Recreation & Park Society, TX	Executive Director	2022
Mid-Peninsula Water District, CA	General Manager	2022
East Bay Regional Park District, CA	General Manager	2021
Metropolitan Transportation Commission, CA	General Counsel Executive Director	2020 2019
Alderwood Water and Wastewater District, WA	General Manager	2020
Elk Grove Water District, CA	Program Manager	2020
City of Ontario, CA	Assistant General Manager	2020
City of Redlands, CA	Director of Municipal Utilities and Engineering	2020
Carmichael Water District, CA	General Manager	2020
Hayward Area Recreation and Park District, CA	General Manager	2020
Alameda County Transportation Commission, CA	Executive Director	2019
California Student Aid Commission, CA	Executive Director	2019
San Mateo County Harbor District, CA	General Manager	2019
Turlock Irrigation District, CA	General Manager	2019
Valley of the Moon Water District, CA	General Manager	2019
East Contra Costa Irrigation District, CA	General Manager	2019
Las Gallinas Sanitation District, CA	General Manager	2018
Diablo Water District, CA	General Manager	2018
San Diego Association of Governments, CA	Executive Director	2018
San Joaquin Area Flood Control Agency, CA	Executive Director	2018
County of Alameda, Office of Education, CA	Executive Director	2017
CA Coastal Commission, CA	Executive Director	2017

*Proposal to Rancho Murieta Community Services District
Executive Recruitment for General Manager*

Agency	Titles	Year Completed
Cosumnes Community Services District, CA	General Manager	2017
Merced CAG, CA	Executive Director	2017
Rancho Murrieta Community Services District, CA	General Manager	2017
Kirkwood Meadows Public Utility District, CA	General Manager	2017
San Mateo County Schools Insurance Group, CA	Executive Director	2017
Kings County Housing Authority, CA	Executive Director	2017
Access Services, CA	Executive Director	2017
Fresno Mosquito and Vector Control District, CA	General Manager	2017
East Palo Alto Sanitary District, CA	General Manager	2017
Tahoe City Public Utilities District, CA	General Manager	2017

Our Approach

Key Stakeholder Involvement

The Board of Directors on behalf of the Rancho Murieta Community Services District must be intimately involved in the search for a new General Manager. Our approach assumes their direct participation in key phases of the search process. At the discretion of the Board of Directors, other key stakeholders may also be invited to provide input for the development of the candidate profile.

District's Needs

A critical first step in a successful executive search is for the Board of Directors to define the professional and personal qualities required of the General Manager. CPS HR has developed a very effective process that will permit the Board of Directors to clarify the preferred future direction for the District; the specific challenges the District is likely to face in achieving this future direction; the working style and organizational climate the Board of Directors wishes to establish with the General Manager; and ultimately, the professional and personal qualities required of the General Manager.

Commitment to Communication

Throughout the recruitment process, we are strongly committed to keeping you fully informed of our progress. We will collaborate with you to provide updates on the status of the recruitment via your preferred method of communication (phone conference, email, etc.).

We place the highest level of importance on customer service and responding in a timely manner to all client and candidate inquiries. Our previous clients and candidates have expressed a sincere appreciation for our level of service and responsiveness to the management of the recruitment process. As a result, we have many long-term relationships with clients that have led to opportunities to assist them with multiple recruitments.

CPS HR's communication continues once you have selected the new General Manager. We will contact the Board of Directors and the newly appointed General Manager within six months of appointment to ensure an effective transition has occurred.

Aggressive, Proactive, and Robust Recruitment

We take an aggressive approach in identifying and recruiting the best available candidates. There are those candidates who would gladly rise to the professional challenge and apply for this position; however, some of the best candidates are often not actively seeking a new position and may only consider a change once we present them with your opportunity. Evoking the sense of vision and opportunity in qualified persons is among the responsibilities of CPS HR, and we pride ourselves in our efforts to reach the best available potential candidates. We use advertisements, directly email the outreach brochure, post messages and connect with potential candidates on

business media such as LinkedIn, and of course, pick up the phone and call qualified individuals and referral sources.

Diversity Outreach Process

CPS HR strives to attract the most highly qualified, diverse candidate pool possible. We are pleased that our diligent efforts have resulted in more than 57% of our executive level placements being people of color and/or female candidates within the past three years.

We accomplished this by advertising with organizations like the National Forum for Black Public Administrators and the Local Government Hispanic Network in order to reach these specific population groups. We also sought candidate referrals from local subject matter experts and the national leadership of groups like Women Leading Government. By taking the time to directly contact these influential industry experts, we ensured that we captured the maximum number of distinguished candidates – particularly those who are well-known in their industries, but who may not be actively looking for a new job.

The result is incredibly diverse candidate pools. Our clients have been quite pleased with our process and end results.

Methodology and Scope of Work

Our proposed executive search process is designed to provide the District with the full range of services required to ensure the ultimate selection of a new General Manager uniquely suited to the District's needs. CPS HR can perform **Outreach Only** or **Partial Recruitment** services if a **Full Recruitment** is not currently needed by the District.



Phase I: Our consultant will meet with the Board of Directors to ascertain the District’s needs and ideal candidate attributes, to target our search efforts, and maximize candidate fit with the District.

Phase II: The recruitment process is tailored to fit the District’s specific wants and needs, with targeted advertising, combined with contacts with qualified individuals from our extensive database.

Phase III: The selection process is customized for the District. CPS HR will work with the Board of Directors to determine the process best suited to the Rancho Murieta Community Services District.

Below is a breakdown of the services included in each recruitment option.

Task	Description	Outreach	Partial	Full
Phase I - Develop Candidate Profile and Recruitment Strategy				
1	Finalize Schedule		X	X
2	Hold Key Stakeholder Meetings	X	X	X
3	Develop Candidate Profile	X	X	X
4	Develop Recruitment Brochure	X	X	X
Phase II – Aggressive, Proactive, and Robust Recruitment				
1	Place Ads	X	X	X
2	Identify and Contact Potential Candidates	X	X	X
3	Review Application Materials		X	X
4	Conduct Screening Interviews		X	X
5	Submit Client Report		X	X

6	Client Meeting to Select Semifinalists		X	X
7	Notify Candidates		X	X
Phase III – Selection				
1	Prepare Assessment			X
2	Schedule Candidates; Coordinate Travel			X
3	Prepare Evaluation manuals			X
4	Facilitate Finalist Selection Process			X
5	Conduct Reference and Background Checks			X
6	Assist in Negotiation (if requested)			X

Phase I - Develop Candidate Profile and Recruitment Strategy

Task 1 - Review and Finalize Executive Search Process and Schedule

Task 2 - Key Stakeholder Meetings

Task 3 - Candidate Profile and Recruitment Strategy Development

Task 4 – Develop Recruitment Brochure

The first step in this engagement is a thorough review of the District’s needs, culture and goals; the executive search process; and the schedule. CPS HR is prepared to meet with key stakeholders to obtain input in developing the ideal candidate profile and to assist us in understanding key issues and challenges that will face a new General Manager. Activities will include:

- Identifying key priorities for the new General Manager and the conditions and challenges likely to be encountered in achieving these priorities.
- Describing the type of working relationship the Board of Directors wishes to establish with the General Manager.
- Generating lists of specific competencies, experiences, and personal attributes needed by the new General Manager in light of the discussions above.
- Discussing recruitment and selection strategies for the Board of Directors’ consideration to best produce the intended results.

CPS HR will provide a summary to the District stemming from these activities as an additional source of information for developing the candidate profile and selection criteria.

Following the completion of the workshop session, CPS HR will work with a professional graphic artist to design a recruitment brochure and present it to the District for review. Please refer to **Appendix A** for a sample brochure. Additional brochure examples are available on our website at www.cps hr.us/recruitment-solutions/executive-search.

Phase II – Aggressive, Proactive, and Robust Recruitment

Task 1 – Place Advertisements

Task 2 - Identify and Contact Potential Candidates

Task 3 – Resume Review and Screening Interviews

Task 4 – Board of Directors Selects Finalists

The recruitment process is tailored to fit the District’s specific wants and needs, with targeted advertising, combined with personal contacts with qualified individuals from our extensive database. CPS HR will prepare, submit for your approval, and publish advertisements on professional and affiliate websites to attract candidates on a nationwide, regional, local or targeted basis based on the recruitment strategy.

As a consulting firm that interacts with hundreds of public sector executives during engagements, we have a cadre of individuals who we inform of recruitments, both to increase the visibility of the opening and to attract appropriate individuals who fit the special needs of our client. Communication with these professionals ensures that an accurate picture of the requirements of the job is apparent and proliferated throughout their professional networks.

CPS HR is focused on reaching a diverse candidate pool and would recommend publications/websites that are targeted to minority and female candidates. In addition to placing ads on websites aimed at minority candidates, we will contact leaders within appropriate associations to gain their insight and referrals of possible candidates.

Within the past three years, more than 57% of our executive level placements have been minority and/or female candidates.

CPS HR will prepare an email distribution list containing prospective candidates and referral sources. These individuals will receive a link to the General Manager brochure along with a personal invitation to contact CPS HR should they have any questions about the position.

CPS HR maintains a comprehensive, up-to-date database of industry leaders and experienced professionals; however, we do not rely solely upon our current database. We also conduct research to target individuals relevant to your specific needs and expectations to ensure that we are thorough in our efforts to market this position to the appropriate audience and to garner a diverse and quality pool of candidates.

We will:

- Convey a strong sense of the purpose and strategy of the District. For many talented individuals, understanding these aspects is one of the key motivators to compete in such an environment.
- Provide guidance and resources to candidates regarding the area's cost of living, mean and median housing prices, higher education opportunities, K-12 education information, and other aspects of interest to those who are considering relocating to the area.
- Actively seek highly qualified candidates who may be attracted by the prospect of collaboration with other departments, providing exceptional leadership to the District or continuing to ensure the public confidence in the integrity of the District.

CPS HR will directly receive and initially screen all resumes. This screening process is specifically designed to assess the personal and professional attributes the District is seeking and will include a thorough review of each candidate's resume, and if applicable, supplemental questionnaire responses and other supporting materials. CPS HR will personally speak to selected candidates during a preliminary screening interview and will spend extensive time ascertaining each candidate's long-term career goals and reasons why the candidate is seeking this opportunity, as well as gaining a solid understanding of the candidate's technical competence and management philosophy. We will gather data on any other unique aspects specific to this recruitment based upon the candidate profile, as well as conduct internet research on each candidate interviewed.

CPS HR will prepare a written report that summarizes the results of the recruitment process and recommends candidates for further consideration by the Board of Directors. Typically, the report will recommend five to eight highly qualified candidates and will include resumes and a profile on each interviewee's background. CPS HR will meet with the Board of Directors to review this report and to assist them in selecting a group of finalists for further evaluation.

Phase III – Selection

Task 1 - Design Selection Process

Task 2 - Administer Selection Process

Task 3 – Final Preparation for Appointment

Task 4 – Contract Negotiation (if requested)

CPS HR will design a draft selection process based on information gathered in Phase I. We will meet with the District to review this process and discuss the District's preferred approach in assessing the final candidates. The selection process will typically include an in-depth interview with each candidate but may also include other selection assessments such as an oral presentation, preparation of written materials, and/or problem-solving exercises.

We will coordinate all aspects of the selection process for the District. This includes preparing appropriate materials such as interview questions, evaluation manuals, and other assessment

exercises; facilitating the interviews; assisting the District with deliberation of the results; and contacting both successful and unsuccessful candidates.

Following the completion of the selection process, CPS HR will be available to complete the following components:

- **Arrange Follow-up Interviews/Final Assessment Process:** Should the District wish to arrange follow-up interviews and/or conduct a final assessment in order to make a selection, CPS HR will coordinate this effort.
- **Conduct In-Depth Reference Checks:** The in-depth reference checks are a comprehensive 360-degree evaluation process whereby we speak with current and previous supervisors, peers, and direct reports. (It is our policy to not contact current supervisors until a job offer is made, contingent upon that reference being successfully completed, so as not to jeopardize the candidates' current employment situation.) Candidates are requested to provide a minimum of five references. CPS HR is able to ascertain significant, detailed information from reference sources due to our commitment to each individual of confidentiality, which leads to a willingness to have an open and candid discussion and results in the best appointment for the District. A written (anonymous) summary of the reference checks is provided to the District.
- **Conduct Background Checks:** Upon a conditional job offer, we will arrange for a background check of a candidate's records on driving, criminal and civil court, credit history, education, published news, and other sensitive items. Should any negative or questionable content appear during these checks, CPS HR will have a thorough discussion with the finalist(s) and will present a full picture of the situation to the District for further review.
- **Contract Negotiation (if requested):** Successful negotiations are critically important, and we are available to serve as your representative in this process. With our expertise, we can advise you regarding current approaches to various components of an employment package. We can represent your interests with regards to salary, benefits, employment agreements, housing, relocation, and other aspects, with the ultimate goal of securing your chosen candidate.

Timeline

All search activities up to and including the selection of a new General Manager can be completed in 14 to 16 weeks. The precise schedule will depend on the placement of advertising on appropriate professional and affiliate websites, and the ability to schedule, as quickly as possible, the initial meeting. A proposed schedule of major milestones is presented below.

Task Name	Month 1				Month 2				Month 3				Month 4			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Initial Meeting/ Candidate Profile	➤															
Draft Brochure		➤														
Brochure Approved/ Printed & Place Ads			➤													
Aggressive Recruiting					➤											
Final Filing Date							➤									
Preliminary Screening									➤							
Present Leading Candidates										➤						
Semi-finalist Interviews													➤			
Reference/ Background Checks														➤		
Final Interviews															➤	
Appointment																➤
Weeks	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

Our Executive Recruiting Team

CPS HR has assembled a strong project team with each member possessing extensive recruiting experience and a direct, in-depth understanding of local government. Upon project initiation a Project Manager will be identified and work directly with you on this important search. Your executive recruitment team will include various team members: Mr. Andrew Nelson, Ms. Kylie Wilson, Ms. Shawn Garcia and Ms. Fatima Nukic. They will work collectively to fulfill the District's needs in a timely and effective manner. We are committed to providing each of our clients the same level of service excellence, and we take great care not to take on more work than this commitment allows. We will not utilize subcontractors for these services. No staff members will be removed or replaced without the prior written concurrence of the District.

Role/Project Assignment	Name	Phone	Email
Senior Executive Recruiter	Andrew Nelson	(916) 471-3329	anelson@cpsshr.us
Senior Executive Recruiter	Kylie Wilson	(916) 471-3325	kwilson@cpsshr.us
Executive Recruiter	Shawn Garcia	(916) 471-3401	sgarcia@cpsshr.us
Associate Executive Recruiter	Fatima Nukic	(916) 471-3308	fnukic@cpsshr.us

Team Biographies

Andrew Nelson, MPA, IPMA-SCP, Senior Executive Recruiter

Andrew Nelson brings an extensive background in government service to his role as Executive Recruiter at CPS HR Consulting through city administration, transportation planning, and court management as well as professional recruiter training from the U.S. military.

Mr. Nelson has significant experience with recruitments of professional and management positions for the public sector. Prior to joining CPS HR Consulting, Mr. Nelson served as City Administrator for the City of Kemmerer, WY and as director of the Casper Area Metropolitan Planning Organization. This hands-on experience gives Mr. Nelson perspective to the mindset and needs of senior public officials recruiting open positions.

Beyond recruitment, his duties included comprehensive administration of their human resources policies. This consisted of assessing job performance, approving job descriptions and their associated revisions, revising employee policies, leading collective bargaining negotiations for the city, assessing and investigating risk management claims, and continuing training for all employees.

Additionally, Mr. Nelson currently serves the United States Coast Guard as an Auxiliary Recruiter. He received formal training in recruitment, including sales, marketing, and interviewing skills at

the Coast Guard Training Center Cape May (New Jersey) and has received an Auxiliary Commandant Letter of Commendation and three Coast Guard Meritorious Team Commendations as a direct result of his recruiting efforts.

Kylie Wilson, Senior Executive Recruiter

Kylie Wilson has over twenty-five years of professional and management experience in the public sector. Ms. Wilson has worked directly with local government organizations and associations, predominately human resources personnel, city management, parks and recreation, project management, employee development, executive recruitment, strategic planning, live training and workshops and other client needs.

She has worked in several impactful management roles for municipal government entities in Texas to include the City of Baytown, the City of Missouri City, the City of Georgetown, and the City of League City. She also previously worked for Strategic Government Resources (SGR) overseeing member relations, leadership conferences, job board vacancies, and online learning management system (LMS) opportunities.

She has a passion for public service and a strong skill set for being mission driven and results oriented, while always maintaining an optimistic and engaging demeanor. Ms. Wilson also provided management and oversight to key programs, projects and processes by evaluating City operations and making recommendations to improve operational implementation of a strategic plan, to include short-term and long-term goals and objectives, for City operations, and identifying opportunities for improving methods and procedures.

Shawn Garcia, Executive Recruiter

Shawn Garcia has over twenty years of professional experience in the public sector including Human Resources, recruitment, leaves of absence, workers compensation, benefits oversight, policy development and implementation, and administrative operations. She is a strong leader with excellent communication, project management, and interpersonal skills.

Fatima Nukic, Associate Executive Recruiter

Fatima Nukic has over ten years of professional experience in the public sector. She has assistant on a wide range of recruitments for county, city, special district, and association executives including executive director, city attorney, police chief, human resources director, finance director, health and human services director, risk manager, environmental resources director, to name a few. Ms. Nukic is an action-oriented and results-driven leader who thrives on finding new ways to promote recruitments and finding ideal candidates. She brings an extensive background in promoting, sourcing, and social media marketing to her role as an Associate Executive Recruiter at CPS HR Consulting.

References

Provided below is a partial list of clients we have recently worked with in providing similar executive recruitment services. We are confident that these public-sector clients will tout our responsiveness and ability to successfully place candidates that were a good fit for their organization's needs.

CLIENT/POSITIONS	CONTACT(S)
Alderwood Water & Wastewater District 3626 – 156 th Street SW Lynnwood, WA 98087 General Manager (2020) Finance Director (2020)	Camille Gatza (425) 741-7933 cgatza@awwd.com
Elk Grove Water District 9257 Elk Grove Blvd Elk Grove, CA 95624 Program Manager (2020)	Stefani Phillips, HR Administrator (916) 685-3556 stefani@egwd.org
San Mateo County Mosquito and Vector Control District 1351 Rollins Road Burlingame, CA 94010 District Manager (2020)	Kat Wuelfing Lion, Vice President, Board of Trustees (805) 886-1922 klion@smcmvcd.org

Professional Fees and Guarantee

Professional Services

Our professional fixed fee covers all CPS HR services and deliverables associated with **Phases I, II, and III** of the recruitment process. We are also providing the fees associated with **Partial (Phase I and II only) and Outreach only services**. Travel expenses for candidates who are invited forward in the interview process are not included.

Professional Fixed Fees*	
Professional Services for Outreach Only	\$7,500
Professional Services for Partial Recruitment	\$19,000
Professional Services for Full Recruitment	\$25,000

*Professional fees would be billed and paid monthly.

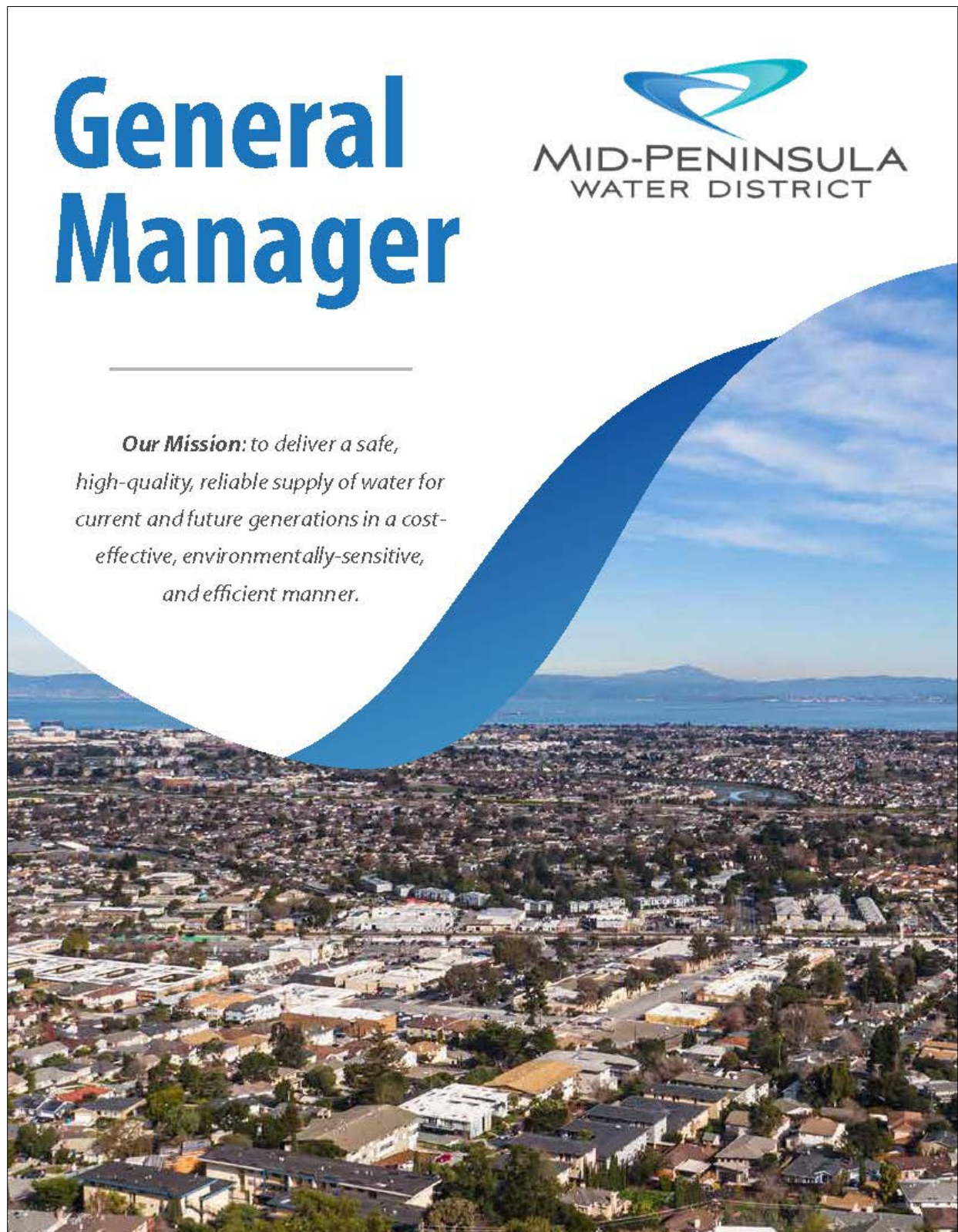
One-Year Service Guarantee

If the employment of the candidate selected and appointed by the District as a result of a **full executive recruitment (Phases I, II, and III)** comes to an end before the completion of the first year of service, CPS HR will provide the District with professional services to appoint a replacement. Professional consulting services will be provided at no cost. The District would be responsible only for expenses such as re-advertising, consultant travel, additional background checks, etc. **This guarantee does not apply to situations in which the successful candidate is promoted or re-assigned within the organization during the one-year period.** Additionally, should the initial recruitment efforts not result in a successful appointment, CPS HR will extend the aggressive recruiting efforts and screen qualified candidates until an offer is made and accepted. CPS HR does not provide a guarantee for candidates placed as a result of a partial recruitment effort.




We thank you for your consideration of our proposal. We are committed to providing high quality and expert solutions and look forward to partnering with the Rancho Murieta Community Services District in this important endeavor.

Appendix A: Sample Brochure



General Manager



Our Mission: to deliver a safe, high-quality, reliable supply of water for current and future generations in a cost-effective, environmentally-sensitive, and efficient manner.



The Management Position You've Been Waiting For

Come lead our high-performing team at Mid-Peninsula Water District, one of the best public water suppliers within the San Francisco Regional Water System! We have strong leadership from our Board, a team of talented professionals working in a positive and supportive work environment, and stable finances now and into the future. This is an opportunity to provide essential utility services within a growing and dynamic community. We invite you to join us!

General Manager

The General Manager is responsible for directing the activities of the agency and is accountable to the Board of Directors for the District's overall performance. This position provides counsel to the Board regarding strategy, policies, and issues facing the District. The GM assumes responsibility for implementing policy decisions made by the Board and is ultimately responsible for the successful delivery of services to our customers.



About MPWD



The Mid-Peninsula Water District was formed in 1929 and began functioning as a public utility in 1930. Since the first operation, the District has purchased its entire water supply from the City of San Francisco Water Department. The District now supplies water to consumers in an area slightly larger than the city limits of the City of Belmont. Small portions of the service area are within the city limits of the City of San Carlos, Redwood City, and parts of the unincorporated County of San Mateo. The District's service territory covers approximately five square miles and serves approximately 28,000 people. In the event of an emergency the district can serve or be served with inter-ties between neighboring utilities, and currently has inter-ties with Foster City, San Carlos, Redwood city and San Mateo.

The Mid-Peninsula Water District has two main inlets. From Tunnels Pump Station, located on Canada Road near Crystal Springs Reservoir, and Hillcrest Meters, located in Redwood City, water flows through pipes in a variety of sizes ranging from 4" to 24" in diameter. Within the system there are ten storage tanks in which a combined total of 11,360,000 gallons of water are stored. Though most of the system is gravity fed, the system includes nine pumping stations that allow the



Water District to pump uphill when needed. Belmont's average daily consumption during summer months is 4,800,000 gallons per day and the average daily consumption in winter months is 2,600,000 gallons per day.

The number of connections in MPWD's service area and sectors are as follows:

- » The City of Belmont: 7,875 total connections, with: 7,189 single-family, 173 multi-family, 338 commercial, 35 industrial, 76 institutional, and 64 large irrigation accounts.
- » The City of San Carlos: 181 total connections, with: 101 single-family, 30 multi-family, 43 commercial, 2 institutional, and 5 irrigation accounts.
- » Parts of unincorporated San Mateo County with 60 total connections.

The MPWD also has redundancy built into the entire distribution system, enabling either of the two SFPUC RWS transmission mains to supply water to all its customers.

MPWD employs more than 20 full time professionals in operations and administration, as well as contract executive staff such as the District Counsel, the District Treasurer, and the District Engineer.

To learn more go to midpeninsulawater.org.

Ideal Candidate

The next General Manager of the Mid-Peninsula Water District (MPWD) will inherit a well-managed, financially secure, professionally staffed, and industry-respected organization. As such, MPWD seeks experienced government leaders who possess a jack-of-all-trades skillset with **particular expertise in general public administration, such as human resources, budgeting and finance, board management, and organizational leadership**. A strong background in public service, particularly in a city, county, or special district, would be preferable. Specific technical expertise in public utilities and capital project development would be helpful, but is not a requirement.

The GM will be an expert at cultivating meaningful relationships with MPWD staff, board members, industry peers, and customers. This person will instill trust and collaboration, training and empowering staff to excel in their individual specialties, pursue professional certifications, and collaborate with management on novel solutions to address the District's needs over time.

Effective Leadership Skills Are Essential

One of the most important skills the GM will possess is the ability to listen to stakeholders, especially when there is a difference of opinion. Success in this role will require building trust at all levels of the organization by evaluating the various viewpoints, obtaining information from key experts, developing plans in collaboration with staff, and presenting actionable plans to the Board. Competitive applicants will be able to demonstrate their mastery of this style through past work experience.



Education

Equivalent to graduation from a four-year college or university with major coursework in business or public administration, engineering, finance, public policy, management, or a related field and seven (7) years of management or administrative experience in a public agency setting, preferably in the water industry. Master's degree is desirable. Experience working with an elected Board or Council is desirable.

Compensation

Compensation and benefit package will be competitive and negotiable depending on the experience and qualifications of the chosen candidate. A reasonable salary expectation for this position is up to the low \$200,000s.

Recruitment Schedule

February 18, 2022 – Applications accepted

March 23, 2022 – Initial filing deadline

Late March/Early April – Phone screenings with CPS HR Consulting

April 28, 2022 – Semifinal Round Interviews

May 12, 2022 – Final Board Interviews

July 1, 2022 – Approximate start date





Application and Selection Procedure

This position is open until filled. To be considered for this exceptional career opportunity, submit your resume, cover letter, and a list of six work-related references (two supervisors, two direct reports and two colleagues) by the first resume review date of **Wednesday, March 23, 2022**. Resume should reflect years and months of employment, beginning/ending dates as well as size of staff and budgets you have managed.

Please go to our website to submit your application:

<https://www.cpsr.us/recruitment/1892>

For further information contact:

Andrew Nelson or Joanne Peterson

CPS HR Consulting

anelson@cpsr.us | jpeterson@cpsr.us

Website: www.cpsr.us



Resumes will be screened in relation to the criteria outlined in this brochure. Candidates with relevant qualifications will be given preliminary interviews by the consultants. Candidates deemed most qualified will be referred to the Board of Directors. Selected candidates will be invited to participate in further interview and selection activities. An appointment will be made following comprehensive reference and background checks.

The final candidate selected for this role is required to be vaccinated against COVID-19, or receive an exemption.

MEMORANDUM

Date: November 15, 2022
To: Board of Directors
From: Paula O'Keefe, Director of Administration
Subject: Approve Resolution R2022-24 Updating Authorized Signatories for El Dorado Savings Bank

RECOMMENDED ACTION

Staff recommend the Board approve Resolution R2022-24, updating authorized signatories for El Dorado Savings Bank.

BACKGROUND

The District has several accounts with El Dorado Savings Bank, and they require a Resolution allowing updates to the authorized signatories on our checking account. Below is a list of current signors:

- John Merchant, Board of Directors
- Tim Maybee, Board of Directors
- Tom Hennig, General Manager
- Paula O'Keefe, Director of Administration

With the recent changes in Board and Staff members, the list will be changed to:

- Tim Maybee, Board of Directors
- Michael Fritschi, Interim General Manager
- Paula O'Keefe, Director of Administration
- Martin Pohll, Board of Directors

SUMMARY

The smooth transition of responsibilities and duties is paramount to the continued success of the District, and Staff recommends that the Board authorize Resolution R2022-24 to avoid any disruption in the timely payment of bills.



Rancho Murieta Community Services District

15160 Jackson Road • P.O. Box 1050 Rancho Murieta, CA 95683 • 916-354-3700 • Fax 916-354-2082

Visit our website-www.rmscd.com

November 15, 2022

El Dorado Savings Bank
Rancho Murieta Office, Branch 44
7248 Murieta Parkway
Rancho Murieta, CA 95683

ATTENTION: Sharon

RE: Signature Cards

Dear Sharon:

This letter is to confirm that Rancho Murieta Community Services District has had a change in staff/Directors and would like to change the signers on the El Dorado Savings Bank accounts: 44-00-440161; 44-30-830947; and 44-30-0751 to the following individuals:

Martin Pohll, Board of Directors
Tim Maybee, Board of Directors
Michael Fritschi, Interim General Manager
Paula O'Keefe, Director of Administration

Please delete any other staff/Directors that are currently designated signers.

Please let me know if you have any questions.

Timothy E. Maybee, Board President

Michael Fritschi, Interim General Manager

Serving the Community for over 30 years

Board of Directors: Tim Maybee, President • Randy Jenco, Vice-President • John Merchant • Linda Butler • Martin Pohll
General Manager • Tom Hennig

MEMORANDUM

Date: November 10, 2022
To: Board of Directors
From: Paula O'Keefe, Director of Administration
Subject: Reclassification of Operator in Training Position

RECOMMENDATION

Approve the inclusion of the Operator in Training classification within the Plant Operator classification series.

BACKGROUND

In FY 2017-18, the District added an Operator in Training position to provide an opportunity to entry-level employees who do not possess the necessary certifications to work within a water/wastewater treatment facility. This position is considered the entry and training level of the Plant Operator class series however it is not currently included in the Plant Operator class I, II and III series classification.

The Plant Operator incumbents are able to "promote in place" and move up from the Plant Operator I to the Plant Operator II and III positions if their certifications, qualifications and experience meet the requirements set forth within the job classification series.

However, an Operator in Training incumbent must meet three requirements to move up within the District to a Plant Operator I classification. First, the candidate must meet the minimum qualifications of the Plant Operator I: One year of general work in water treatment and/or wastewater treatment facilities and a high school diploma or equivalent. Second, they are required to possess their CA Grade 1 Wastewater Plant Operator Certificate issued by the California State Water Resources Control Board or possess a CA Grade 1 Operator's certificate issued by the California Department of Public Health at the time of hire and acquire the Grade 1 Wastewater certificate within 18 months of entering the position. Lastly, and most importantly, there must be a vacancy in order to promote into the Plant Operator I position. If there are no vacancies in the Plant Operator series, the Operator in Training incumbent will likely use the skills and training they've acquired with the District to apply for positions elsewhere.

The approval of this reclassification will not create the need for additional funding for the current Fiscal Year; all positions are funded through the budget development process at the current rate of the existing employees to include MOU agreement increases and potential step increases for annual evaluations. This will also allow the District to retain quality talent by "promoting in place" a trainee who has met the minimum requirements to move into the Plant Operator I classification without waiting for a vacancy to apply. Not providing the upward mobility by including the Operator in Training classification in the Plant Operator series could potentially create additional burdens on staff if the employee leaves the District for a promotional opportunity elsewhere.

SUMMARY

District staff notified the local Operating Engineers #3 representative with the District's intent to include the Operator in Training classification within the Plant Operator classification series. Staff recommend the Board approve this inclusion to allow for upward mobility and the ability to hire at the training level when vacancies occur.

MEMORANDUM

Date: November 10, 2022
To: Board of Directors
From: Paula O'Keefe, Director of Administration
Subject: Ordinance O20222-06 Adding District Code Chapter 9, Administrative Citations and Fines

Recommended Action

Staff is recommending that the Board adopt Ordinance O2022-06 adding District Code Chapter 9, Administrative Citations and Fines.

Background

The District does not have an ordinance that will authorize staff to impose fines for violations of District Code. A discussion at the July 20, 2022 Board Meeting resulted with instruction to Legal Counsel to create such a Code. The resulting Code follows and if adopted will set a framework for District Staff to impose fines and citations for violations.

Summary

This Ordinance was introduced at the October 19, 2022 Board Meeting. Staff recommend that it be adopted.

ORDINANCE NO. O2022-06

**AN ORDINANCE OF THE BOARD OF DIRECTORS
OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT
ADDING DISTRICT CODE CHAPTER 9 REGARDING
ADMINISTRATIVE CITATIONS AND FINES**

The Board of Directors of the Rancho Murieta Community Services District hereby ordains as follows:

SECTION 1. PURPOSE AND AUTHORITY. The purpose of this ordinance is to adopt a new District Code chapter concerning the issuance of administrative citations for violations of the District Code, collection of fines, and related matters. The objective is to enhance the District's ability to enforce its Code through a local citation and fine process. This ordinance is adopted pursuant to Government Code sections 53069.4 and 61060 and other applicable law.

SECTION 2. CODE AMENDMENT

Chapter 9 is added to the District Code to read as follows:

Chapter 9 - Administrative Citations and Fines

Sections:

SECTION 1.00 General Provisions

- 1.01 Definitions
- 1.02 Applicability
- 1.03 Notices

SECTION 2.00 Citations and Fines

- 2.01 Preliminary Notice Procedure for Continuing Violation
- 2.02 Citation Issuance
- 2.03 Amount of Fines
- 2.04 Payment of Fines
- 2.05 Late Payment Charges and Interest
- 2.06 Collection of Fines, Late Charges, Interest, and Costs

SECTION 3.00 Administrative Hearings

- 3.01 Request for Administrative Hearing
- 3.02 Hearing Officer
- 3.03 Administrative Hearing Procedure
- 3.04 Hearing Officer Decision
- 3.05 Judicial Review

SECTION 1.00 - General Provisions

1.01 Definitions

- a. "Cited Person" means a person who violates the Code or who is otherwise responsible for a Code violation and who is named in an administrative citation issued and served pursuant to this chapter.
- b. "Code" means the District Code of the Rancho Murieta Community Services District, including any adopted ordinance amending the District Code but not yet incorporated into the District Code.
- c. "Continuing Code Violation" means a continuing or ongoing violation of the Code that pertains to a building or structure or use of real property in the District and that does not create an immediate danger to public health or safety.
- d. "County" means County of Sacramento.
- e. "District" means Rancho Murieta Community Services District.
- f. "Enforcement Officer" means the District Security Supervisor, any District patrol officer, or any District employee authorized by the General Manager to issue administrative citations under this chapter.
- g. "General Manager" means the District General Manager or his or her designee.

1.02 Applicability

This chapter provides for the issuance of administrative citations and collection of fines to enforce any violation of this Code as a means and remedy to enforce compliance with the Code. The chapter applies to buildings, structures, and real property within the District, to persons residing and owning real property within the District, and to other persons who violate the Code while in the District. The remedies provided by this chapter are in addition to all other criminal and civil remedies that may be available for the District to pursue under other laws. Use of this chapter shall be at the sole discretion of the District.

1.03 Notices

- a. Service of compliance orders, administrative citations, administrative hearing decisions, lien notices, and other documents prepared under this chapter shall be as follows:
 - 1. For service on the owner of real property that is the subject of a Code violation, the document shall be (a) personally served on the property owner by hand-delivery or mailed to the property owner by prepaid, first class U.S. mail addressed to the owner's address as shown on the District utility billing records, and (b) posted in a conspicuous location on the subject real property.
 - 2. For service on other persons, the document shall be either served personally by hand-delivery or sent by prepaid, first class U.S. mail addressed to the person's last known residence address.
- b. Failure to receive any notice or other document specified in this chapter shall not affect the validity of proceedings conducted under this chapter.

SECTION 2.00 - Administrative Citations and Fines

2.01 Preliminary Notice Procedure for Continuing Violation

a. A Continuing Code Violation shall be subject to the additional procedures set forth in this section. Whenever an Enforcement Officer determines that a Continuing Code Violation is occurring or exists, he or she may issue and serve a written compliance order on any person responsible for the violation. In situations where the violation involves real property, a copy of the compliance order also shall be served on the owner of the subject real property, if the owner is different from the person who committed the violation or who is otherwise responsible for the violation.

b. The compliance order shall state that the person responsible for the Continuing Code Violation has 30 days from the date of the compliance order, or such additional time the Enforcement Officer determines is reasonably necessary, to correct or otherwise remedy the violation. A compliance order also shall contain the following information:

1. The date(s) and location of the violation;
2. The name of the person who violated the Code or who is otherwise responsible for the Code violation;
3. The address or a definite description of the location where the violation occurred;
4. The section(s) of the Code violated and a description of the violation;
5. The action(s) required to correct or remedy the violation;
6. The deadline to correct the violation, which also shall be the date after which an administrative citation may be issued and administrative penalties begin to accrue if compliance with the order has not been achieved;
7. The amount of the applicable administrative citation fine in the event the violation is not timely corrected and a citation is issued; and
8. The name and signature of the citing Enforcement Officer.

c. If the Enforcement Officer determines that the Continuing Code Violation has been corrected within the time specified in the compliance order, no further action shall be taken under this chapter with regard to that violation. If full compliance is not achieved within the period specified in the compliance order, the Enforcement Officer may issue an administrative citation pursuant to section 2.02. No citation shall be issued by the District for a Continuing Code Violation subject to this section until after there is continued non-compliance beyond the deadline stated in a compliance order issued under this section.

2.02 Citation Issuance

a. When an Enforcement Officer determines that a violation of this Code has occurred, or that a Continuing Code Violation continues after the deadline set forth in a compliance order issued pursuant to section 2.01, the Enforcement Officer may issue and serve an administrative citation on any person who committed the violation or who is otherwise responsible for the violation. In situations where the violation involves real property, a copy of the administrative citation also shall be served on the owner of the subject real property, if the owner is different from the person who committed the violation or who is otherwise responsible for the violation.

b. Each administrative citation shall contain the following information:

1. The date(s) of the violation;
2. The name of the person who violated the Code or who is otherwise responsible for the Code violation;
3. The address or a definite description of the location where the violation occurred;
4. The section(s) of the Code violated and a description of the violation;

5. The amount of the applicable administrative citation fine for the Code violation;
 6. A statement of the increased fines for additional citations issued for the same violation within the following year;
 7. A summary of the fine-payment process, including a statement of the time within which and the place at which the fine shall be paid, and the administrative citation hearing process; and
 8. The name and signature of the citing Enforcement Officer.
- c. Whenever the Cited Person is a person under the age of 18, the Enforcement Officer shall provide copies of all notices and orders specified in this chapter to the parent(s) or legal guardian(s) of the Cited Person, if it is known and can be reasonably determined. Any fine levied pursuant to this chapter may be levied against the juvenile and the parent(s) or legal guardian(s) of the juvenile, and the juvenile and parent(s) or legal guardian(s) shall be jointly and severally liable for the fine and related costs. The parent(s) or legal guardian(s) shall have the right to a hearing and judicial review as set forth in this chapter.

2.03 Amount of Fines

- a. The following is the schedule of fines for a violation of the Code:
 1. \$100 for a first violation.
 2. \$200 for a second violation by the Cited Person of the same Code provision within one year of the first violation.
 3. \$500 for each additional violation by the Cited Person of the same Code provision within one year of the first violation.
- b. The District Board of Directors may amend the schedule of fines for Code violations by the adoption of a resolution approving a revised schedule. The fine amounts shall not exceed those authorized by Government Code section 53069.4 and other applicable law.
- c. For purposes of determining the number of violations and amount of fines imposed for administrative citations issued under this chapter, a separate violation occurs on each and every day during which a violation of any provision of this Code is committed, permitted, or allowed to continue.

2.04 Payment of Fines

Upon receipt of an administrative citation, the Cited Person must pay the amount of the fine at the District Secretary's office at 15160 Jackson Road, P.O. Box 1050, Rancho Murieta, CA 95683. Fine payment is due at the following times:

- a. If a request for hearing under section 3.01 is not timely filed in relation to the administrative citation, then the fine shall be due and payable within 30 days after service of the administrative citation.
- b. If a request for hearing under section 3.01 is timely filed, the administrative citation hearing officer upholds the administrative citation, and an appeal under section 3.05 is not timely filed in superior court, then the fine shall be due and payable within 20 days after the date of the hearing officer decision. If the hearing officer modifies the fine amount in the decision, the fine due shall be the modified fine amount as set forth in the hearing officer decision. If a request for hearing under section 3.01 is timely filed and the Cited Person later withdraws the hearing request, then the fine shall be due and payable within 20 days after the date of the withdrawal.

c. If a request for hearing under section 3.01 is timely filed, the administrative citation hearing officer upholds the administrative citation, an appeal under section 3.05 is timely filed in superior court, and the court affirms the hearing officer decision, then the fine shall be due and payable within 20 days after the date of the final court decision or order. If the court modifies the fine amount in its decision or order, the fine due shall be the modified fine amount as set forth in the court decision or order.

2.05 Late Payment Charges and Interest

Any Cited Person who fails to pay a fine imposed by this chapter on or before the date that payment is due also shall be liable for the payment to the District of a late payment charge and interest. The late payment charge shall be ten percent of the fine amount and delinquent fines shall accrue interest at the rate of one percent of the fine (exclusive of penalties) per month from the due date.

2.06 Collection of Fines, Late Charges, Interest, and Costs

a. The District may collect any past due administrative citation fines and applicable late payment charges and interest by use of all available legal means. The District also may recover its direct costs incurred in securing payment of these amounts, which costs shall include, but are not limited to, administrative costs, attorney fees, and litigation expenses.

b. The District may seek to collect delinquent fines, late payment charges, interest, and costs through one or more of the following methods:

1. For any Code violation, as a personal obligation of the Cited Person and the pursuit of legally available collection remedies;

2. For a Code violation pertaining to real property, as a lien upon the subject real property imposed pursuant to subsection (c);

3. For a Code violation pertaining to real property or when the Cited Person is a District utility service billing customer, by collection through the District utility bill as provided in subsection (d); or

4. For a Code violation pertaining to real property, the District may refuse to issue a District permit or other approval pertaining to the subject property.

c. For a Code violation pertaining to real property, the District may record a lien against the subject real property to secure the payment of administrative citation fines, late payment charges, interest, and costs pursuant to this subsection. A lien created by the District pursuant to this subsection shall remain in effect until all fines, late payment charges, interest, and costs are paid in full.

1. Prior to recording any lien, the District Secretary shall prepare and file with the Board of Directors a report stating the amounts due and owing. The District Secretary shall fix a time, date, and place for the Board to hear and consider the report and any protests or objections to it.

2. At least 10 days before the time set for the hearing, the District Secretary shall give written notice of the hearing to the owner of the subject real property. The owner shall be determined based on the last equalized County assessment roll or the supplemental roll, whichever is more current. The notice shall be served in the same manner as a summons in a civil action in accordance with Code of Civil Procedure part 2, title 5, chapter 4, article 3 (commencing with section 415.10). If the owner of record, after diligent search cannot be found, the notice may

be served by posting a copy of the notice in a conspicuous place upon the property for a period of 10 days and publication of the notice in a newspaper of general circulation published in the County pursuant to Government Code section 6062.

3. Any person whose real property is subject to a lien pursuant to this section may file a written protest with the District Secretary or may protest orally at the Board hearing on the matter. Each written protest or objection must contain a description of the subject real property and the grounds of the protest or objection.

4. The Board, after the hearing, shall adopt a resolution confirming or modifying the amount of the lien or deciding not to impose the lien. The lien, if imposed by the Board, may carry such late payment charges, interest, and costs as authorized by this chapter and set forth in the resolution.

5. Within 15 days following the adoption of a resolution by the Board imposing a lien, the District Secretary shall record a notice of lien in the County Recorder's office as a lien against the subject real property. The lien shall have no force and effect until the notice of lien is recorded with the County Recorder. Once recorded, the lien shall have the force, effect and priority of a judgment lien governed by Code of Civil Procedure section 697.340 and may be extended as provided in Code of Civil Procedure sections 683.110 to 683.220. Once a lien is recorded pursuant to this subsection, interest shall accrue on the principal amount remaining unsatisfied pursuant to law. A lien may be foreclosed by an action brought by the District in the same manner as provided for a judgment lien.

6. Once the District receives full payment for the outstanding fines, late payment charges, interest, costs, and other charges set forth in the lien resolution, the District Secretary shall record a notice of satisfaction of lien with the County Recorder's office. Such notice of satisfaction shall discharge the District's lien.

d. For a Code violation pertaining to real property or when the Cited Person is a District utility service billing customer, the District may collect the administrative citation fines, late payment charges, interest, and costs together with the District monthly utility service charges billed to the subject real property by adding the total amount of the fines, late payment charges, interest, and costs to the bill. If this amount is added to the bill, then collection of the unpaid fines, late payment charges, interest, and costs shall be subject to the same remedies and penalties for non-payment of District water service charges, which includes the authority to terminate District water service to the subject real property. District Code chapter 14, sections 9.00 (Collection of Potable or Untreated Water Rates and Enforcement Provisions) and 13.00 (Enforcement, Disconnection and Restoration of Service) shall apply to the unpaid fines, late payment charges, interest, and costs collected through the District service charge billing to the property.

SECTION 3.00 - Administrative Hearings

3.01 Request for Administrative Hearing

Any Cited Person may contest whether there was a violation of the Code or whether the Cited Person was the responsible party by filing a written request for hearing with the District Secretary's office within 20 days from the date of the administrative citation. The written request shall reference the particular citation and briefly state the grounds to contest the citation.

3.02 Hearing Officer

- a. Administrative review of administrative citations shall be conducted by an impartial hearing officer. An administrative citation hearing officer shall be appointed by the District President and shall serve at the pleasure of the President.
- b. The Board of Directors by resolution may provide for compensation of the administrative citation hearing officer; provided, however, that the employment, performance evaluation, compensation and benefits of the hearing officer shall not be directly or indirectly conditioned upon the number of administrative citation fines upheld by the officer.

3.03 Administrative Hearing Procedure

- a. The administrative hearing before the hearing officer shall be conducted as soon as practicable. At least 10 days prior to the hearing, the District Secretary shall notify the Cited Person of the time and place set for the hearing and provide the Cited Person with copies of the citation, report(s), and any other documents relied on by the Enforcement Officer in issuing the citation.
- b. At the administrative hearing, the Cited Person shall be given the opportunity to testify and present oral and documentary evidence concerning the administrative citation and the related Code violation. The hearing officer shall only consider evidence that is relevant to whether the violation occurred and whether the Cited Person has caused or maintained the violation on the date(s) specified in the administrative citation. The hearing need not be conducted in accordance with the technical rules of evidence. Any relevant evidence may be admitted if it is of a type upon which reasonable persons are accustomed to rely on in the conduct of serious affairs. The hearing officer may exclude irrelevant or unduly repetitious evidence.
- c. The failure of the Cited Person to appear at the hearing shall constitute a failure to exhaust administrative remedies.
- d. The administrative citation and any report submitted by the Enforcement Officer shall constitute prima facie evidence of the respective facts contained in those documents.
- e. The hearing officer may continue the hearing and request additional information from the citing Enforcement Officer or the Cited Person prior to issuing a written decision.

3.04 Hearing Officer Decision

- a. After considering the testimony and evidence submitted at the administrative hearing, the hearing officer, within 15 days of the conclusion of the hearing, shall issue a written decision upholding, cancelling, or modifying the administrative citation, including a brief explanation of the reason or reasons for the decision.
- b. The hearing officer's decision shall be served on the Cited Person pursuant to the manner set forth in section 1.03. In cases where the Code violation pertains to real property, a copy of the decision also shall be served on the owner of the subject real property, if the owner is different from the Cited Person.
- c. If the hearing officer upholds the administrative citation, then the Cited Person shall pay the fine amount prior to the due date set forth in section 2.04.

3.05 Judicial Review

Any Cited Person aggrieved by a hearing officer decision may seek judicial review of the decision by filing a notice of appeal with the Sacramento County Superior Court within 20 days after service of the decision in accordance with Government Code section 53069.4. If no notice of appeal is timely filed, the hearing officer decision shall be deemed confirmed.

SECTION 3. EFFECTIVE DATE. This ordinance shall take effect 30 days after its final passage.

SECTION 4. SEVERABILITY. If any section or provision of this ordinance or the application of it to any person, transaction or circumstance is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this ordinance that can be given effect without the invalid or unenforceable provision, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. PUBLICATION. The District Secretary is directed to publish this ordinance once in a newspaper of general circulation published in the District within 15 days after the adoption of the ordinance.

INTRODUCED by the Board of Directors on the ___ day of _____ 2022.

PASSED AND ADOPTED by the Board of Directors of the Rancho Murieta Community Services District at a regular meeting on the ___ day of _____ 2022 by the following roll call vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Tim Maybee
President, Board of Directors

Attest:

Amelia Wilder, District Secretary

MEMORANDUM

Date: November 8, 2022
To: Board of Directors
From: Travis Bohannon – Interim Director of Operations
Subject: Rio Oso Pump Station Emergency Project

Recommended Action

Staff are requesting that the Board extend the emergency declaration for the Rio Oso Emergency Project.

Background

Previously the Board adopted a resolution finding that an emergency existed in connection with the Rio Oso pressure station and the general manager was authorized to approve an emergency contract with Kirby Pump to perform the pump replacement work for \$37,800; and approve to contract with Prodigy Electric for a total of \$53,146 for procurement and replacement variable frequency drives (VFDs) for the District Rio Oso pressure pump station, and to allow a 15% contingency for a total emergency expenditure of \$104,588.

Update

Kirby Pump is scheduled to start work on the replacement project on November 14th, with an estimated finish date of November 18th. The plan is to start with installing pump 2 first, once that pump is installed and checked to ensure that it is working properly it will be put in the lead position and then pump 1 will be installed. During that time Prodigy Electric will be installing the new VFD that was purchased for pump 2. The second VFD was purchased on November 4th and has an estimated 20-week lead time.

As of November 8th, the project has not been completed, however it is estimated that the project should be completed before the end of November. Therefore, staff is requesting that the Board extend the emergency declaration for this project.

MEMORANDUM

Date: November 8, 2022
To: Board of Directors
From: Travis Bohannon – Interim Director of Operations
Subject: Lake 11 Emergency Storm Drain Re-Alignment Project Update

Recommended Action

Staff are requesting that the Board extend the emergency declaration for the Lake 11 Emergency Project.

Background

Previously the Board adopted a resolution finding that an emergency existed in connection with Lake 11 and the general manager was authorized to approve an emergency contract with Lund Construction to perform the pump replacement work for \$310,456.

Update

As of November 8th, the project has reached substantial completion, however the project will likely not be completed until the end of November or the beginning of December. There are minor items that still need to be finished/installed and restoration that needs to occur, therefore a punch list has been established and given to the contractor. In addition, testing and acceptance will need to occur prior to paying the final contractor pay request, therefore, staff is requesting that the Board extend the emergency declaration for this project.

MEMORANDUM

Date: November 9, 2022
To: Board of Directors
From: Michael Fritschi, P.E. – Interim General manager
Subject: Retreats East Infrastructure Acceptance

Proposed Action

Staff is requesting that the Board approve Resolution R2022-25 accepting water, sewer and storm utility infrastructure from the Retreats East development and to direct and authorize the General Manager to sign the Bill of Sale that will officially accept the infrastructure from the Developer.

Background

1. K. Hovnanian Homes (Developer) has requested District acceptance of water, sewer, and drainage infrastructure
2. Per Policy 2009-04 the Developer shall provide the following prior to the acceptance of infrastructure:

a. Inspection “walk-through” – *Completed Punch lists*

Staff have verified that the utility infrastructure has been installed per District standards and provided a letter to KHOV stating that the acceptance will be brought before the Board at the November board meeting. The District has also received record drawings and associated AutoCAD files.

b. 1-year warranty bond for 10% of the value of improvements

The Developer has previously filed a subdivision (improvement) bond with Sacramento county that covers all developed assets (including utilities) to the time at which both the North and the East utility infrastructure are accepted by the District. At the time of the North being accepted (after the East), the (1) year warranty bond is established for the utility infrastructure.

Prior to the end of the 1-year warranty period, staff will inspect utilities for any deficiencies that may need to be corrected.

Staff have received the value of the infrastructure from the Developer so that the District can bring in the value of the infrastructure as assets for depreciation and as future replacement value.

c. Easements and Dedications recorded

Staff have verified that public utility right of way easements have been recorded

3. In addition, per the Facilities Extension Agreement Addendum A, the Developer will need to have completed the Lift station 6B improvements prior to utility acceptance. While the lead time for the pumps for this project are pushing completion out to January 2023, the District has agreed to accept the Retreats East infrastructure prior to station improvement completion if work is shown to be progressing. The Developer has been advised to not delay work on the station.
4. Once all the acceptance items are completed, a Resolution will need to be approved by the Board to accept the infrastructure and the General Manager will need to be directed to enter into a Bill of Sale (transfer agreement) with the Developer.

RESOLUTION NO. R2022-25

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE RANCHO MURIETA COMMUNITY SERVICES DISTRICT
ACCEPTING COMPLETED UTILITY SYSTEM IMPROVEMENTS**

Property Owner Name and Address	Rancho North Association, a California nonprofit mutual benefit corporation c/o Landmark Limited Group 1731 E. Roseville Parkway, Suite 100 Roseville, CA 95661
Type and Size of Development Project (include no. of dwelling units or edus)	The Retreats East 10 Single Family Dwellings and 210,949SF of open space and landscaping.
Development Project Real Property	_____ Co. APN(s): See attached map, Exhibit A
Date of Developer Agreement	June 12, 2015

WHEREAS, the District and the property owner named above (“Developer”) have approved the Developer Agreement Concerning Construction and Transfer of Utility System Improvements dated as indicated above and for the development project described above (the “Agreement”);

WHEREAS, Developer through a contractor has completed the construction and installation of the utility system improvements (described as the “Work” in the Agreement) in accordance with the terms and conditions of the Agreement;

WHEREAS, the District engineer has finally inspected, tested and approved the completed Work on behalf of the District, and the engineer has recommended acceptance of the Work by the District;

WHEREAS, the Developer has transferred all of its right, title and interest in the Work to the District by way of a Bill of Sale dated November 14, 2022 (“Bill of Sale”);

WHEREAS, the District finds that all preconditions of the Agreement to the transfer of the Work have been satisfied, and that the District is now ready and able to accept the completed Work and Bill of Sale pursuant to the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Rancho Murieta Community Services District as follows:

1. The District accepts the Bill of Sale from the Developer.
2. The District accepts the completed Work pursuant to the terms of the Agreement.

3. After the date of this resolution, the District (a) will own, operate and maintain the District-Owned Improvements portion of the Work as described in the Agreement and as shown on the District-approved utility system improvement plans for the Work, and (b) provide water, sewer, electric and propane service to the development project described above, on and subject to the terms of the Agreement, applicable District ordinances, resolutions, regulations, rules, policies, and rates and charges (as the same may be amended from time to time), and other applicable laws and regulations.

PASSED AND ADOPTED this 16 day of November, 2022 by the following roll call vote:

AYES: Maybee, Jenco, Butler, Pohl

NOES: None

ABSTAIN: None

ABSENT: None

Timothy E. President

Attest:

Amelia Wilder, District Secretary

**RANCHO MURIETA COMMUNITY SERVICES DISTRICT
BILL OF SALE
TRANSFERRING UTILITY SYSTEM IMPROVEMENTS**

Property Owner Name and Address	Rancho North Association, a California nonprofit mutual benefit corporation c/o Landmark Limited Group 1731 E. Roseville Parkway, Suite 100 Roseville, CA 95661
Type and Size of Development Project (include no. of dwelling units or edus)	The Retreats East 10 Single Family Dwellings and 210,949sf of open space and landscaping.
Development Project Real Property	_____ Co. APN(s): See attached map, Exhibit A
Date of Developer Agreement	June 12, 2015__

Rancho North Association, a California nonprofit mutual benefit corporation (“Association”) does hereby grant, transfer, convey and deliver to Rancho Murieta Community Services District (“District”) all of Association’s right, title and interest in and to the District-Owned Improvements as described in the Rancho Murieta Community Services District Extension / Modification of Facilities Agreement Water/Sewer/Drainage for The Retreats North and The Retreats East dated June 12, 2015 Agreement and as shown on the District-approved utility system improvement plans for the District-Owned Improvements on file in the District office. The transfer of the District-Owned Improvements includes all mains, pipelines, meters, hydrants, branching pits, manholes, valves, risers, equipment, apparatus, improvements, and other appurtenances that are part of the District-Owned Improvements. The actual installation costs of the District-Owned Improvements is attached hereto as Exhibit B.

SIGNATURES ON NEXT PAGE

Dated: _____, 20__

ASSOCIATION

By: _____

_____ *[name]*

_____ *[title]*

Bill of Sale accepted by District:

Dated: _____, 20__

Michael T. Fritschi, P.E.
Interim General Manager

The Retreats East

Exhibit A

<u>Lot No.</u>	<u>Street Address</u>		<u>APN</u>
53	7098	Via Robbia	073-0940-053
54	7106	Via Robbia	073-0940-054
55	7114	Via Robbia	073-0940-055
56	7122	Via Robbia	073-0940-056
57	7130	Via Robbia	073-0940-057
58	7107	Via Robbia	073-0940-058
59	7099	Via Robbia	073-0940-059
60	7091	Via Robbia	073-0940-060
61	7083	Via Robbia	073-0940-061
62	7075	Via Robbia	073-0940-062
Parcel C			073-0940-065
Parcel F			073-0940-068

OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY CONSENTS TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

THE UNDERSIGNED HEREBY OFFERS FOR DEDICATION AND DOES HEREBY DEDICATE TO SPECIFIC PURPOSES THE FOLLOWING:

- A. AN EASEMENT FOR THE PURPOSE OF PUBLIC UTILITIES INCLUDING BUT NOT LIMITED TO WATER, SEWER, GAS AND DRAINAGE PIPES, POLES, OVERHEAD LINES, UNDERGROUND FACILITIES AND OTHER APPURTENANCES AS COUNTY MAY DEEM NECESSARY, OVER, ACROSS, THROUGH AND UNDER THAT CERTAIN PROPERTY SHOWN HEREON AND DESIGNATED "PUBLIC UTILITY EASEMENT" (P.U.E.).
- B. AN EASEMENT FOR CONSTRUCTING AND MAINTAINING CENTRALIZED MAIL DELIVERY BOXES, PEDESTALS, AND SLABS, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO INCLUDING PEDESTRIAN ACCESS FOR DELIVERY AND RECEIPT OF MAIL ON, OVER, UNDER AND ACROSS STRIPS OF LAND FIVE FEET IN WIDTH LYING CONTIGUOUS TO THE PRIVATE STREETS SHOWN HEREON.
- C. AN EASEMENT FOR THE PERPETUAL RIGHT OF INGRESS AND EGRESS, INCLUDING VEHICULAR TRAFFIC, AS COUNTY MAY DEEM NECESSARY AND FROM TIME TO TIME FOR THE PURPOSES OF DIGGING, CONSTRUCTING RECONSTRUCTING, REPAIRING AND MAINTAINING COUNTY'S FACILITIES UPON, OVER AND ACROSS THAT CERTAIN REAL PROPERTY SHOWN HEREON AND DESIGNATED "INGRESS OR EGRESS EASEMENT" (I.E.E.). THIS EASEMENT INCLUDES THE RIGHT TO IMPROVE THE EASEMENT AREA, AND OR FACILITIES IN THE MANNER DETERMINED TO BE NECESSARY BY THE COUNTY. ANY USE OF THE AREA SUBJECT TO THIS EASEMENT BY THE OWNER WHICH IS NOT COMPATIBLE WITH, OR INTERFERES WITH, THE RIGHTS HEREIN GRANTED SHALL NOT BE ALLOWED, AND IF INSTALLED IN VIOLATION HEREOF, THE SAME SHALL BE REMOVED AT THE EXPENSE OF THE PARTY RESPONSIBLE FOR SUCH INSTALLATION OR THE SUCCESSOR THERETO.
- D. A RIGHT OF WAY AND EASEMENT FOR EMERGENCY ACCESS PURPOSES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS STRIPS OF LAND SHOWN HEREON AND DESIGNATED "EMERGENCY ACCESS EASEMENT" (E.A.E.).

K. HOVNIANIAN HOMES NORTHERN CALIFORNIA, INC., A CALIFORNIA CORPORATION

BY: Timothy J. Collison
 TITLE: Regional Controller
 PRINT NAME: Timothy J. Collison

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

ON 11/22/2021, 2021, BEFORE ME Stephanie Gonzalez, NOTARY PUBLIC, PERSONALLY APPEARED Timothy J. Collison WHO PROVED TO ME ON 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:

Stephanie Gonzalez
SIGNATURE

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION NO. IS 22700910

MY COMMISSION EXPIRES Oct. 18, 2025

THE RETREATS - NORTH AND EAST

A PORTION OF PARCEL 10, BOOK 117 OF PARCEL MAPS,
 PAGE 15, SACRAMENTO COUNTY OFFICIAL RECORDS
 AND A PORTION OF PARCEL 6, BOOK 12 OF PARCEL MAPS,
 PAGE 47, SACRAMENTO COUNTY OFFICIAL RECORDS.
 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
BAKER WILLIAMS ENGINEERING GROUP
 JANUARY, 2022 SHEET 1 OF 13

BENEFICIARY'S STATEMENT:

THE RETREATS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, BENEFICIARY UNDER DEEDS OF TRUST DATED SEPTEMBER 20, 2021 AND FILED AS DOCUMENT NOS. 202109300788 AND 202109300789 OF OFFICIAL RECORDS OF SACRAMENTO COUNTY, STATE OF CALIFORNIA, HEREBY CONSENTS TO THE RECORDATION OF THIS MAP.

BY: John M. Sullivan
 PRINT NAME
MANAGER
 TITLE

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CA

COUNTY OF Sacramento

ON 11-19, 2021, BEFORE ME Celine Rios, NOTARY PUBLIC, PERSONALLY APPEARED John M. Sullivan WHO PROVED TO ME ON 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:

Celine Rios
SIGNATURE



MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION NO. IS 23274566

MY COMMISSION EXPIRES 05-03-2025

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF THE THE RETREATS, LLC IN APRIL, 2014. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE APRIL 11, 2022, AND THAT THE MONUMENTS ARE, OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

John Karl Jeffries
 JOHN KARL JEFFRIES L.S. 7820
 EXPIRES 12/31/2023
 DATE: 12/8/2021



COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "THE RETREATS-NORTH AND EAST" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SACRAMENTO, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE COUNTY ORDINANCES HAVE BEEN COMPLIED WITH AND THAT I AM SATISFIED THAT SAID FINAL MAP IS TECHNICALLY CORRECT.

Jon Scarpa
 JON D. SCARPA, P.L.S. 7554
 SACRAMENTO COUNTY SURVEYOR

DATE: 03-08-2022



BOARD OF SUPERVISORS STATEMENT:

I HEREBY STATE THAT THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY HAS APPROVED THIS MAP AND HAS ACCEPTED, ON BEHALF OF THE PUBLIC, ALL EASEMENTS SHOWN HEREON, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO SUBJECT TO THE IMPROVEMENT THEREOF.

Florence Evans
 CLERK OF THE BOARD OF SUPERVISORS

DATE: 3/22/22

CLERK OF THE BOARD OF SUPERVISORS STATEMENT:

I, FLORENCE EVANS, CLERK OF THE BOARD OF SUPERVISORS OF SACRAMENTO COUNTY, DO HEREBY STATE THAT ALL CERTIFICATES AND SECURITY REQUIRED UNDER THE PROVISIONS OF SECTION 66493 OF THE GOVERNMENT CODE HAVE BEEN FILED AND DEPOSITED WITH ME AND ARE APPROVED BY SACRAMENTO COUNTY.

Florence Evans
 CLERK OF THE BOARD OF SUPERVISORS

DATE: 3/22/22

RECORDER'S STATEMENT:

FILED THIS 23rd DAY OF March, 2022, AT 9:16 A.M. IN BOOK 435 OF MAPS, AT PAGE 9, AT THE REQUEST OF BAKER WILLIAMS ENGINEERING GROUP, TITLE TO THE LAND INCLUDED IN THIS FINAL MAP BEING VESTED AS PER CERTIFICATE NO. _____ ON FILE IN THIS OFFICE.

FEES: \$ 330.00

FILE NO.: 202203230518

DONNA ALLRED
SACRAMENTO COUNTY RECORDER

BY: Donna Allred
 COUNTY RECORDER

THE RETREATS - NORTH AND EAST

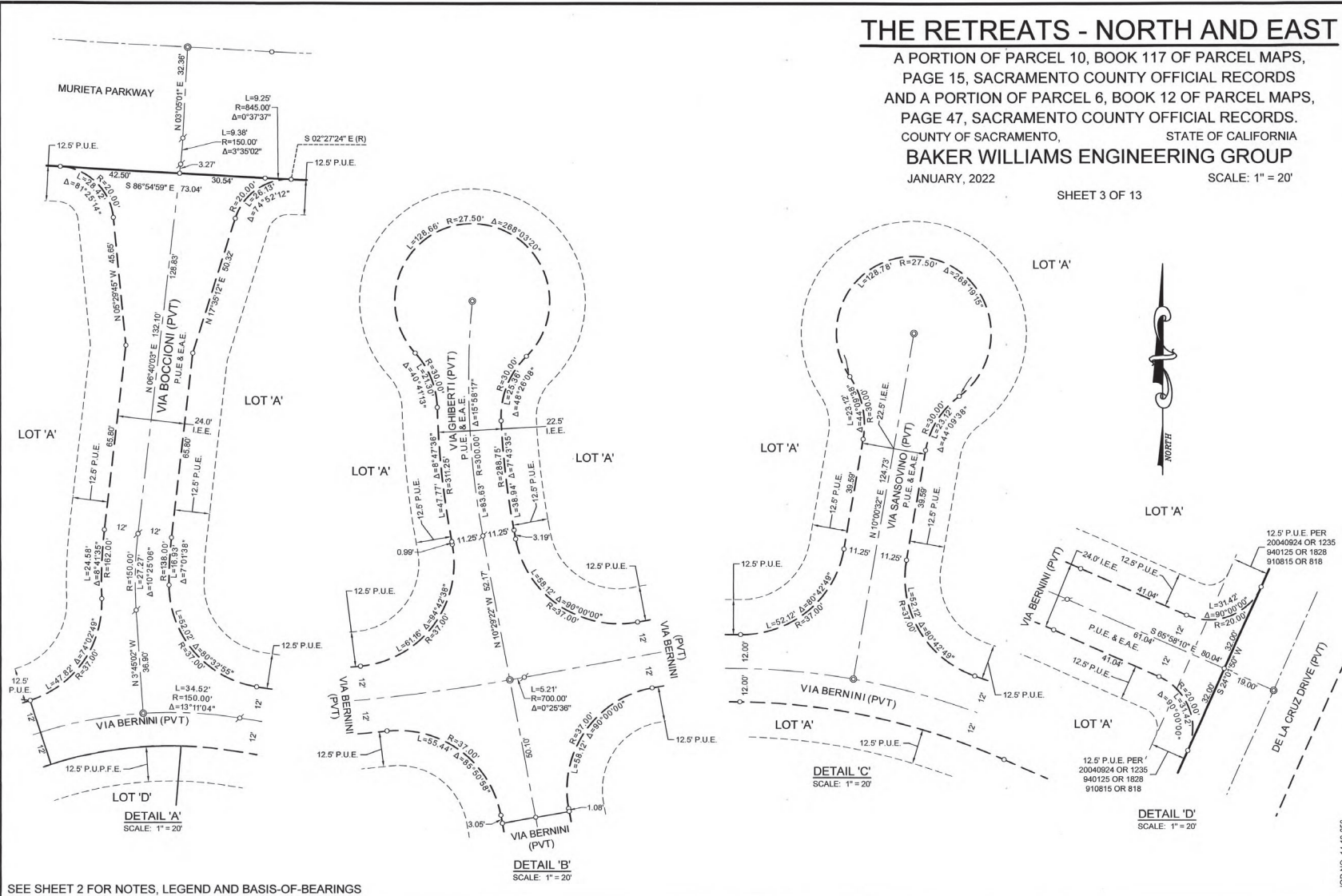
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COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

BAKER WILLIAMS ENGINEERING GROUP

JANUARY, 2022

SCALE: 1" = 20'

SHEET 3 OF 13

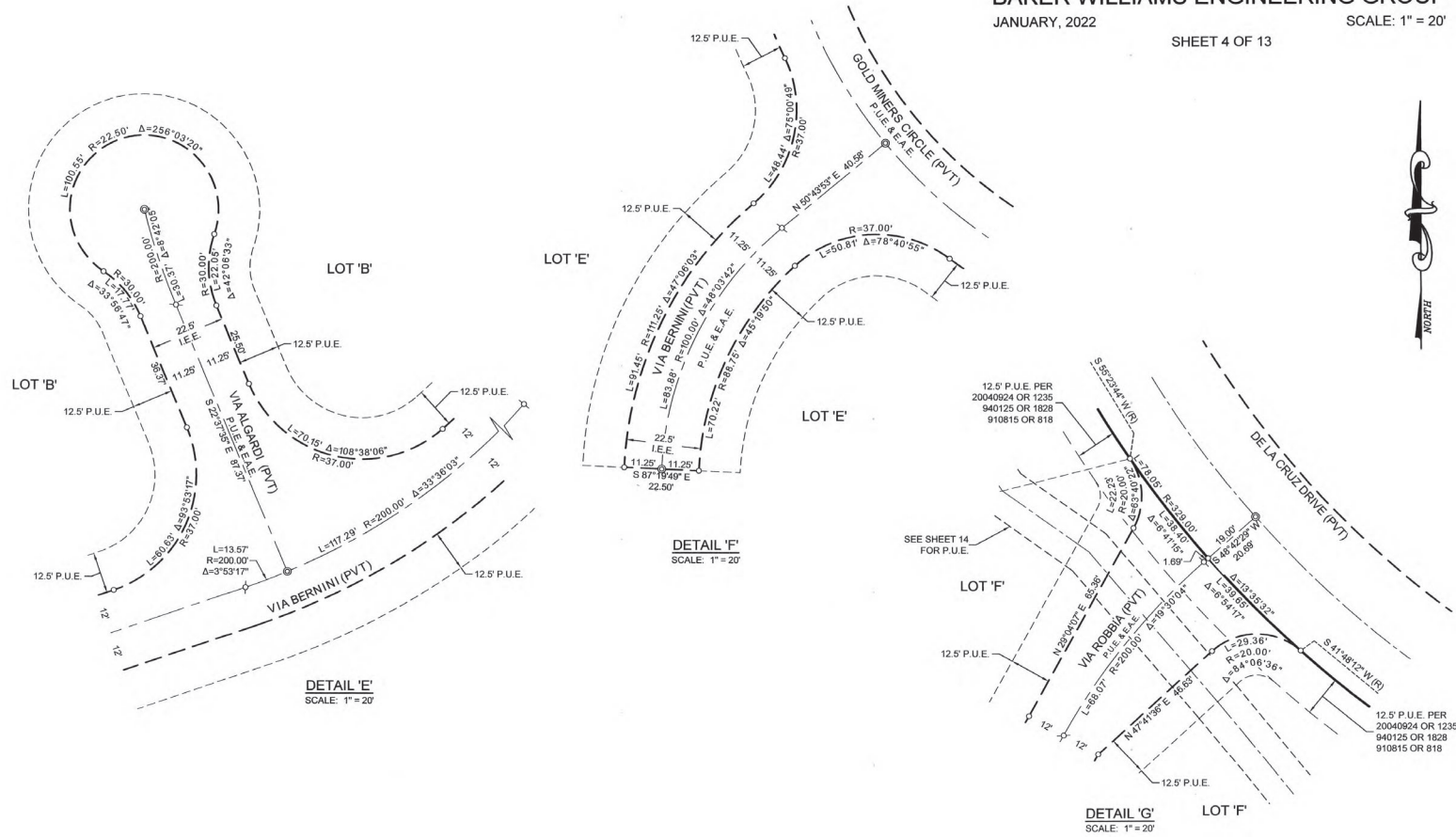


JOB NO. 14-12-058

THE RETREATS - NORTH AND EAST

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 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
BAKER WILLIAMS ENGINEERING GROUP
 JANUARY, 2022 SCALE: 1" = 20'

SHEET 4 OF 13



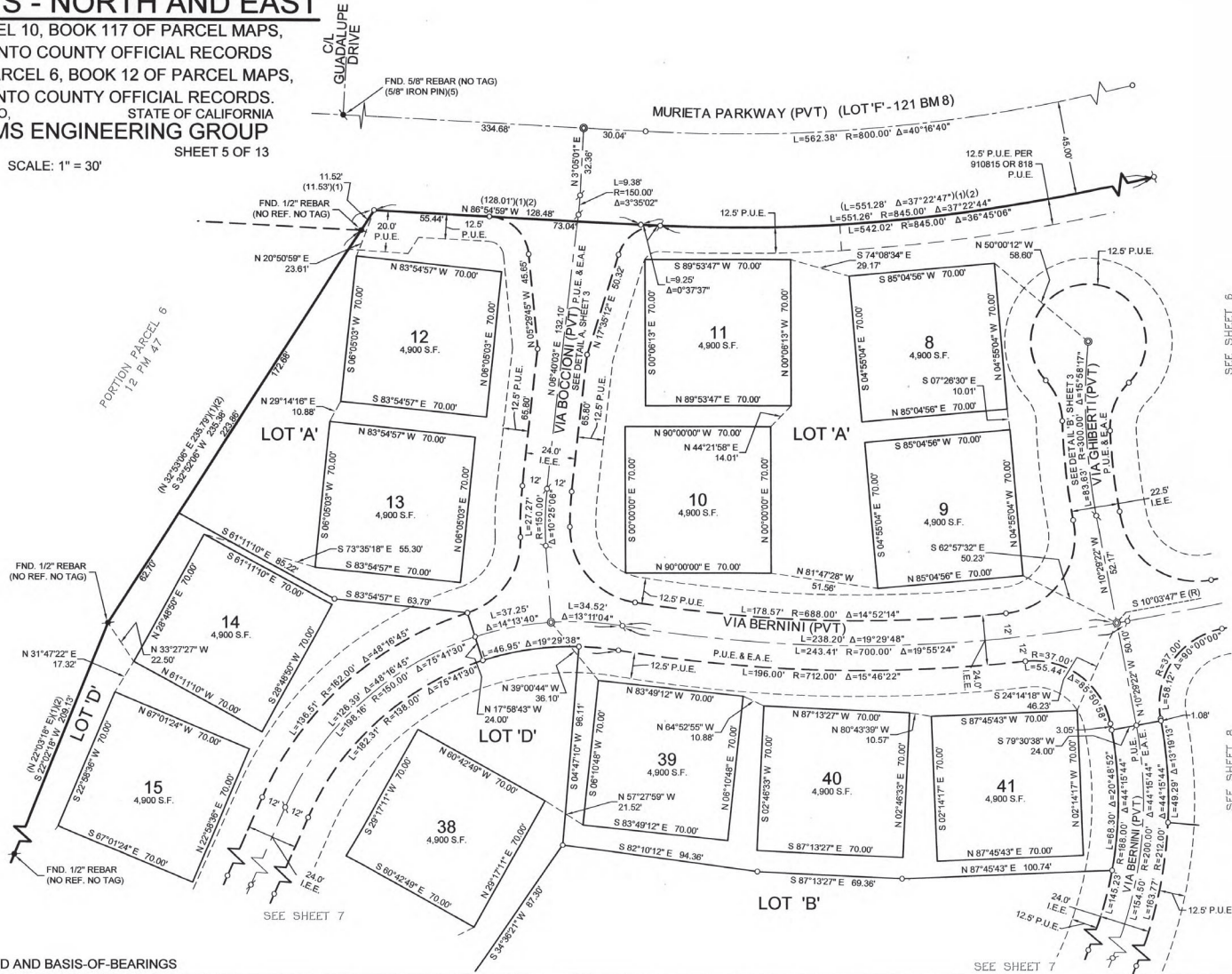
SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

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 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
BAKER WILLIAMS ENGINEERING GROUP
 JANUARY, 2022 SHEET 5 OF 13

SCALE: 1" = 30'



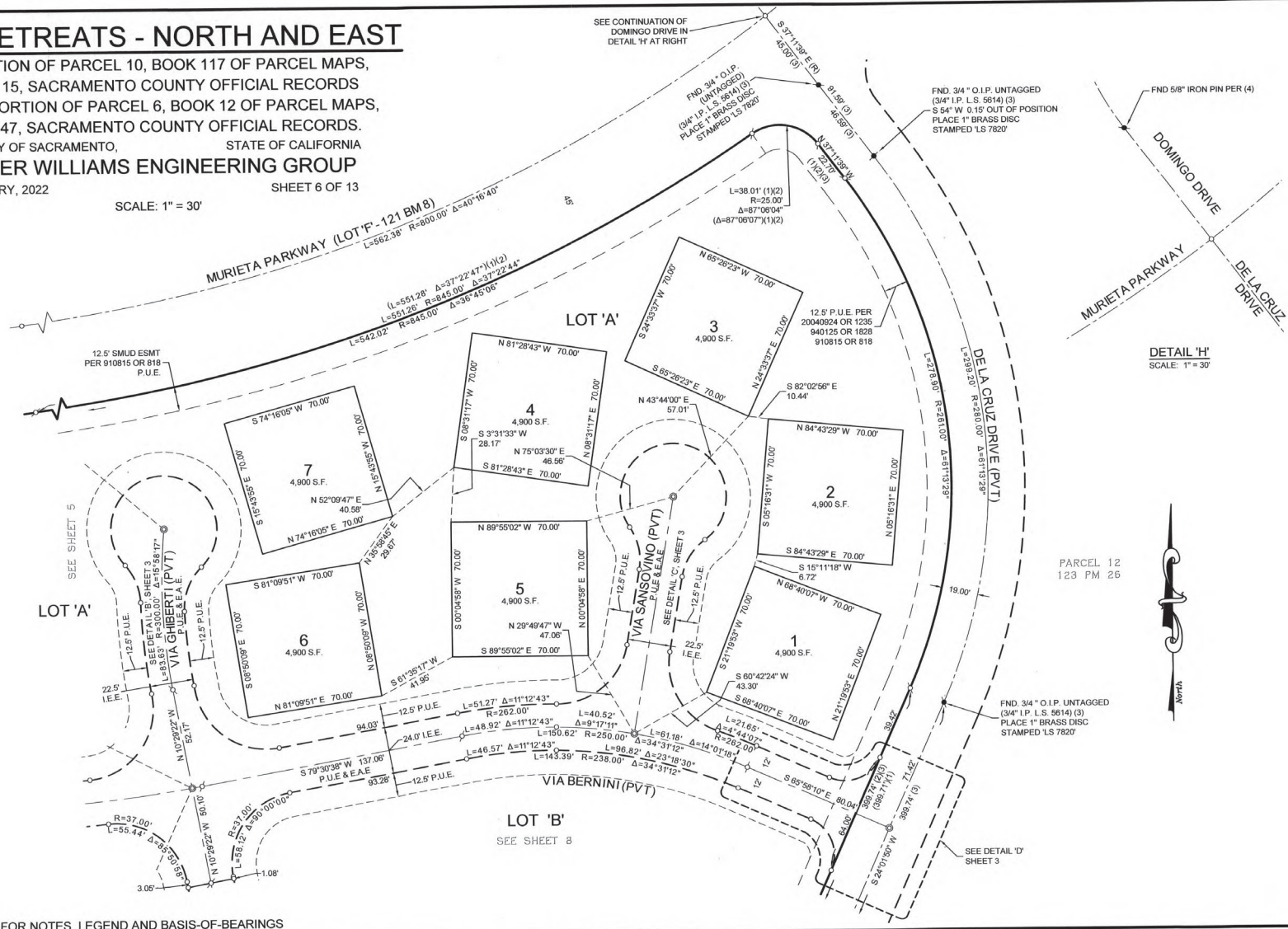
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JOB NO. 14-12-066

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COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
BAKER WILLIAMS ENGINEERING GROUP
JANUARY, 2022 SHEET 6 OF 13

SCALE: 1" = 30'



SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

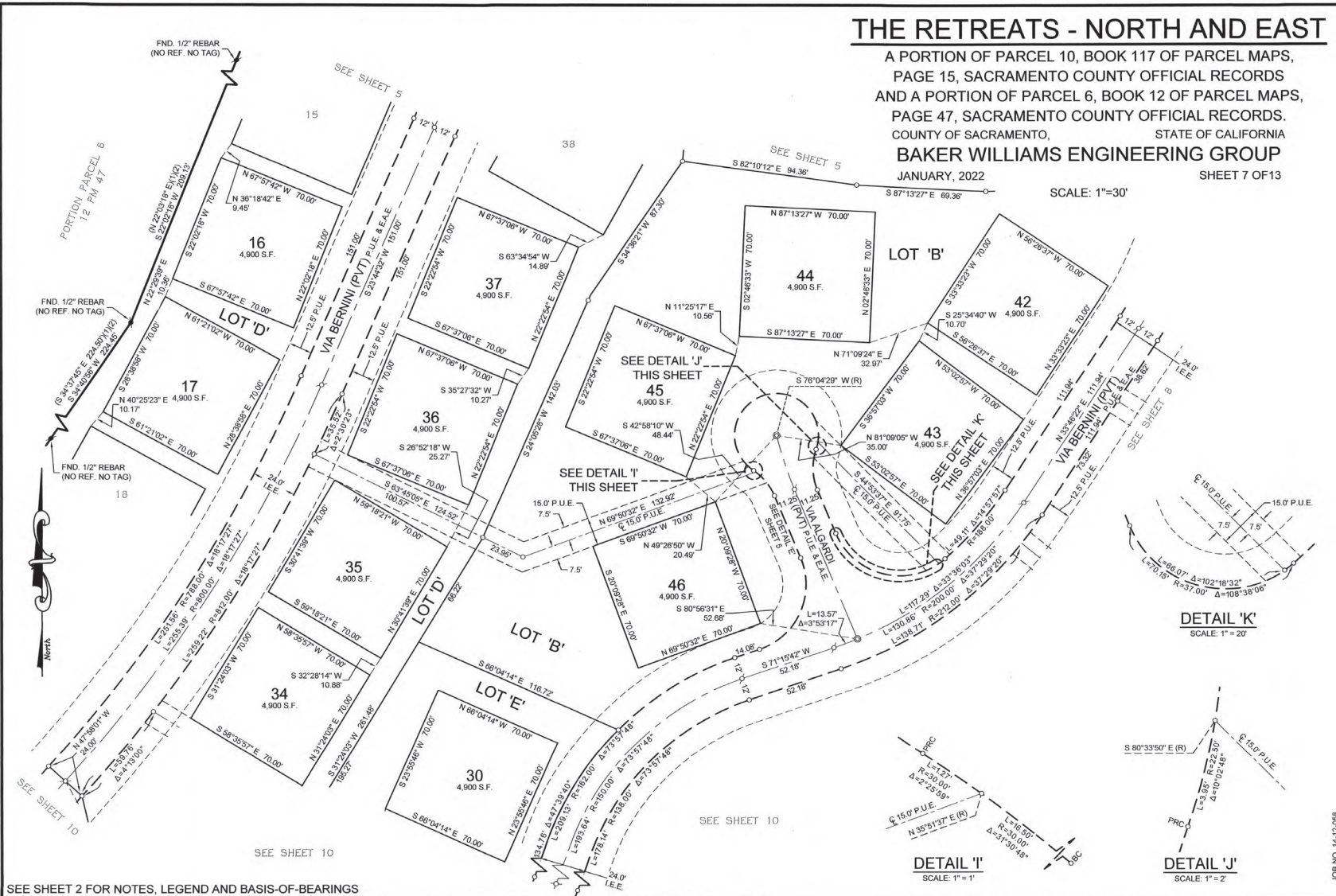
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BAKER WILLIAMS ENGINEERING GROUP
JANUARY, 2022

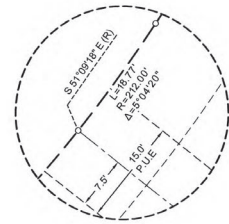
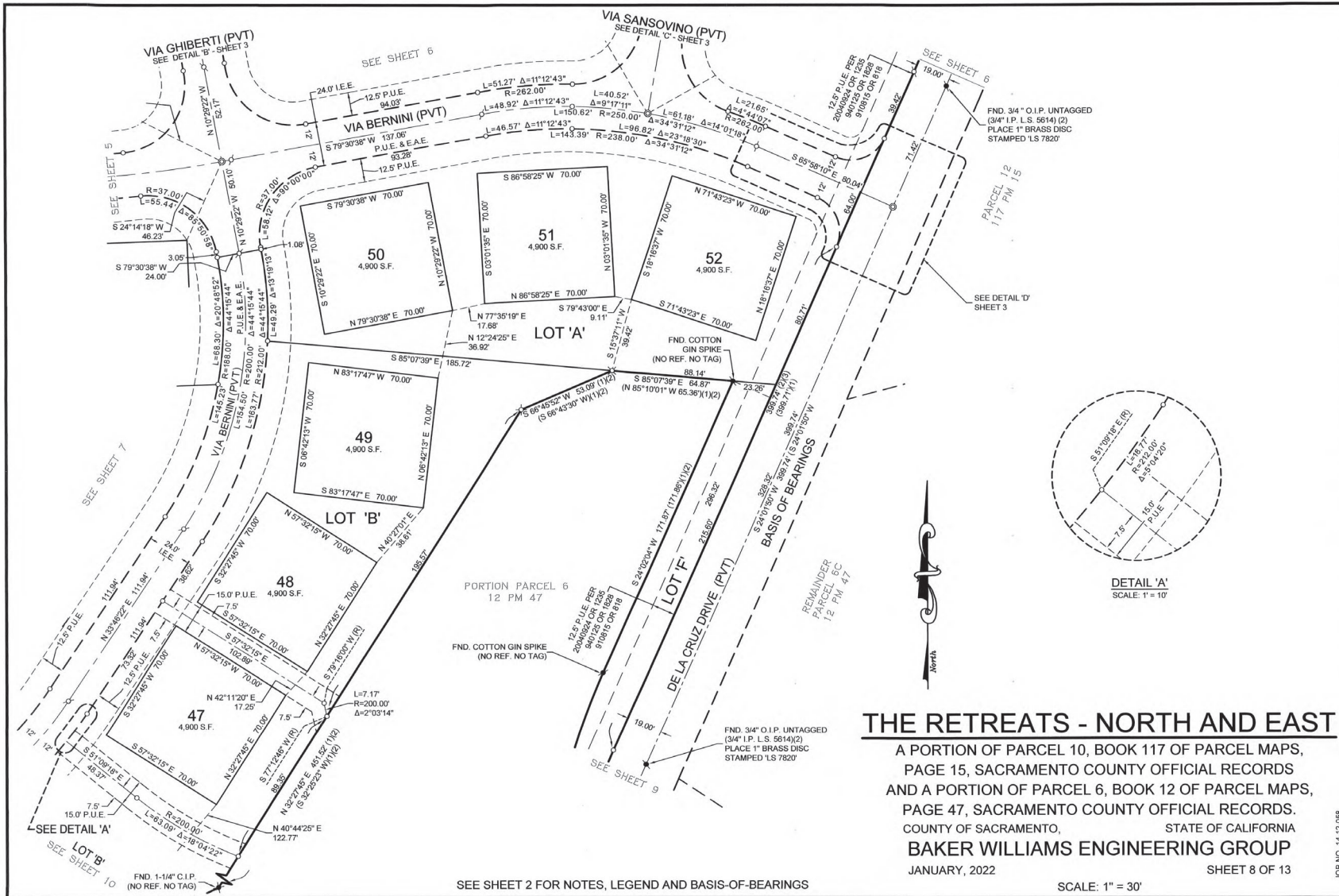
SHEET 7 OF 13

SCALE: 1"=30'



SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

JOB NO. 14-12-2022



THE RETREATS - NORTH AND EAST

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BAKER WILLIAMS ENGINEERING GROUP
 JANUARY, 2022 SHEET 8 OF 13

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

SCALE: 1" = 30'

JOB NO. 14-22-058

THE RETREATS - NORTH AND EAST

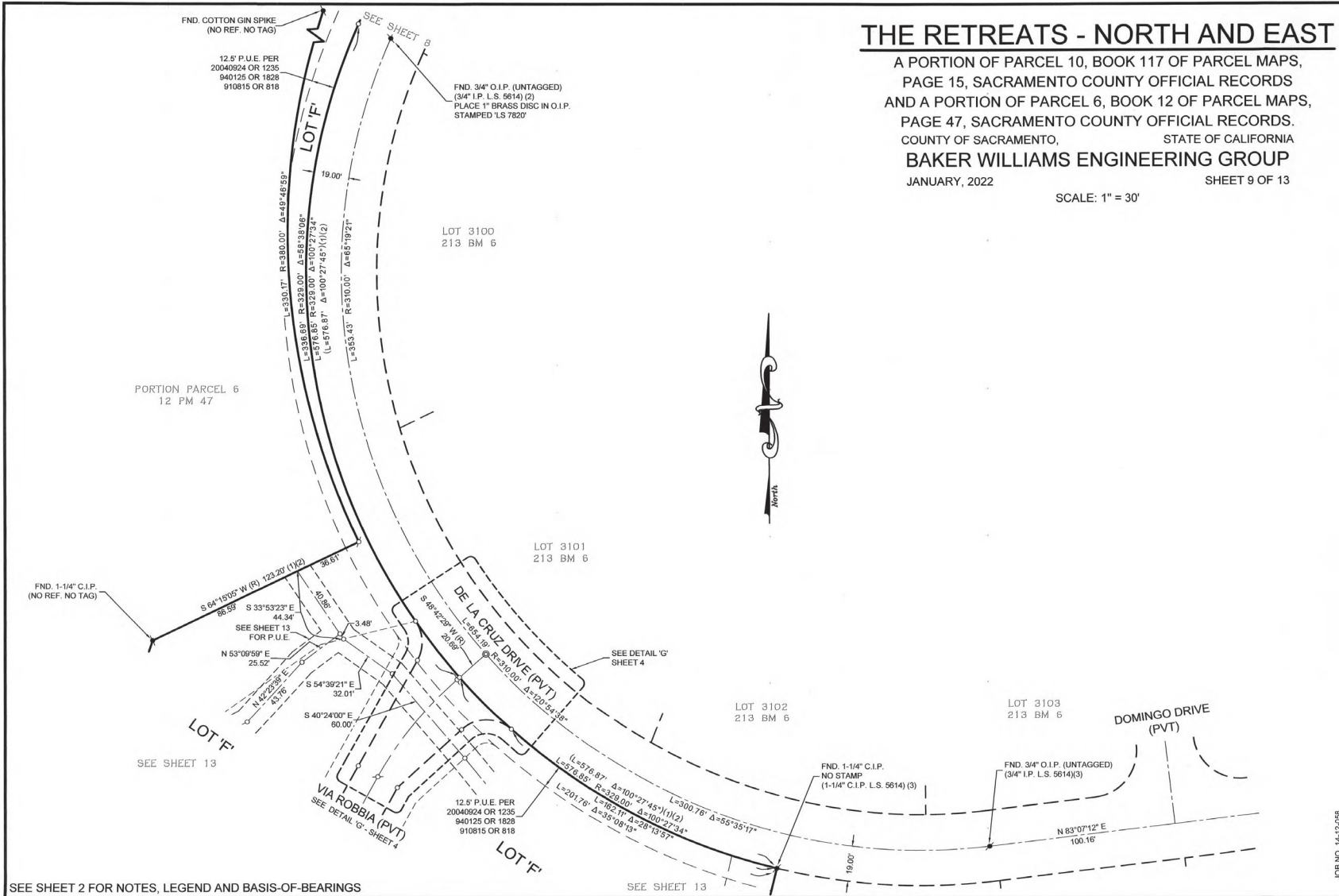
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COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

BAKER WILLIAMS ENGINEERING GROUP

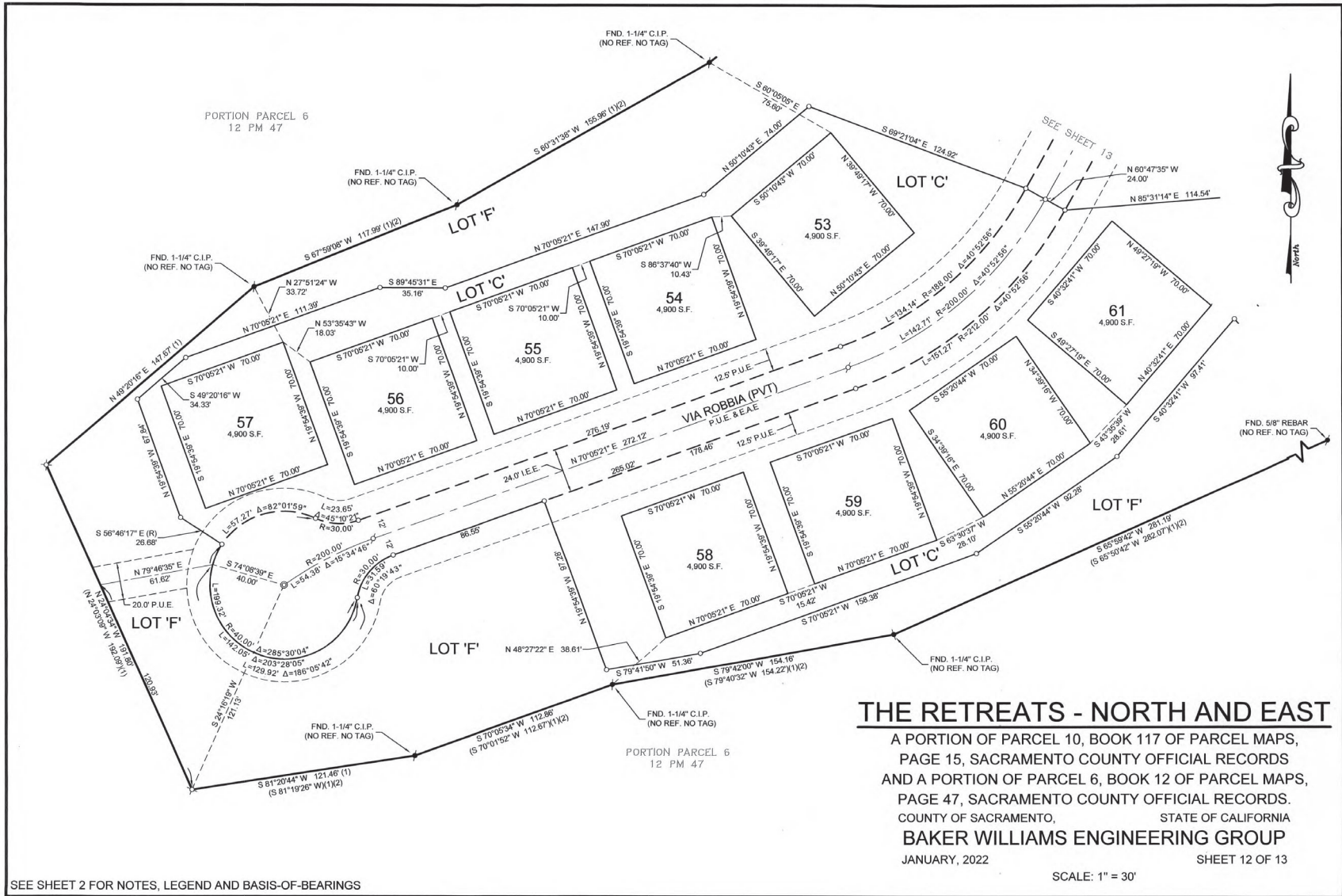
JANUARY, 2022

SHEET 9 OF 13

SCALE: 1" = 30'



JOB NO. 14-12-058



THE RETREATS - NORTH AND EAST

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 COUNTY OF SACRAMENTO, STATE OF CALIFORNIA
BAKER WILLIAMS ENGINEERING GROUP
 JANUARY, 2022 SHEET 12 OF 13

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

SCALE: 1" = 30'

THE RETREATS - NORTH AND EAST

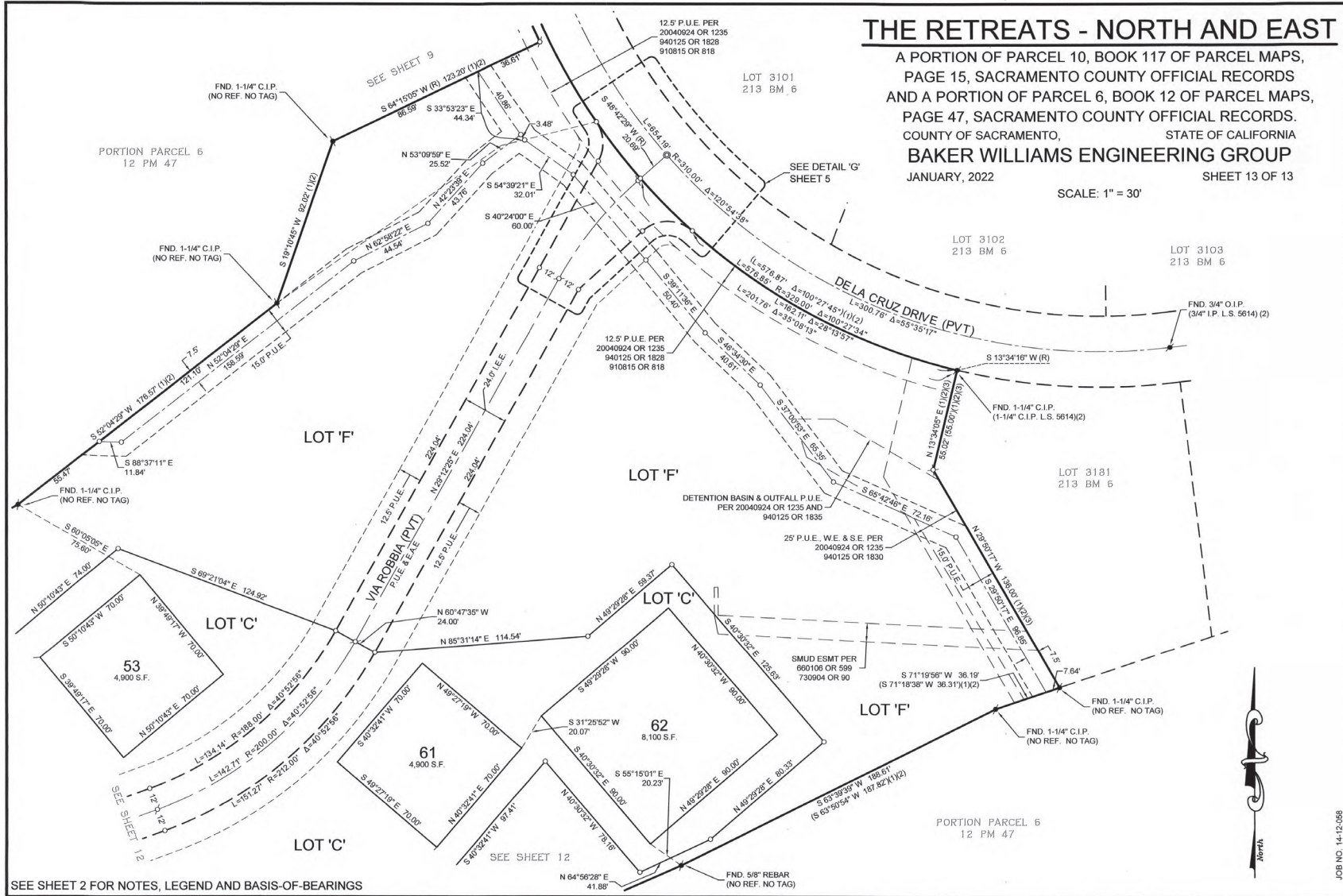
A PORTION OF PARCEL 10, BOOK 117 OF PARCEL MAPS,
PAGE 15, SACRAMENTO COUNTY OFFICIAL RECORDS
AND A PORTION OF PARCEL 6, BOOK 12 OF PARCEL MAPS,
PAGE 47, SACRAMENTO COUNTY OFFICIAL RECORDS.
COUNTY OF SACRAMENTO, STATE OF CALIFORNIA

BAKER WILLIAMS ENGINEERING GROUP

JANUARY, 2022

SHEET 13 OF 13

SCALE: 1" = 30'



SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS

JOB NO. 14-12-056

BAKER WILLIAMS ENGINEERING GROUP
6020 RUTLAND DRIVE # 19
CARMICHAEL CA 95608
916-331-4336

THE RETREATS EAST - 10 LOTS
ACTUAL INSTALLATION COST FOR SEWER, WATER, & DRAIN SYSTEMS

November 5, 2022

SEWER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
1	6" PVC DR-18	623	LF	\$60.25	\$37,535.75
2	6" PVC FUSE HDPE DR-21	143	LF	\$70.00	\$10,010.00
3	48" MANHOLE	4	EA	\$6,600.00	\$26,400.00
4	4" SEWER SERVICE	10	EA	\$1,600.00	\$16,000.00
SUBTOTAL					\$89,945.75

DRAIN

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
5	12" HP STORM PIPE	292	LF	\$72.30	\$21,111.60
6	36" SD RCP	72	LF	\$220.00	\$15,840.00
7	48" MANHOLE	2	EA	\$7,200.00	\$14,400.00
8	ROCK AT 36" CULVERT	2	EA	\$2,200.00	\$4,400.00
9	DRAIN INLET	4	EA	\$4,500.00	\$18,000.00
SUBTOTAL					\$73,751.60

WATER

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	COST
10	CONNECT TO EXISTING, REPLACE AC PAVING	1	EA	\$3,900.00	\$3,900.00
11	CONNECT TO STUB-REMOVE BO- Add 4" GV	1	EA	\$3,900.00	\$3,900.00
12	12" WATER PIPE	1,190	LF	\$98.00	\$116,620.00
13	12" BFV	3	EA	\$4,400.00	\$13,200.00
14	14" BFV	2	EA	\$5,300.00	\$10,600.00
15	FIRE HYDRANT ASSEMBLY	2	EA	\$14,000.00	\$28,000.00
16	1" WATER SERVICE	10	EA	\$2,330.00	\$23,300.00
17	4" BLOW OFF VALVE	2	EA	\$2,000.00	\$4,000.00
18	1" AIR RELEASE VALVE	1	EA	\$4,700.00	\$4,700.00
19	1 1/2" IRR SERVICE - FUTURE	1	EA	\$2,500.00	\$2,500.00
20	1 1/2 " IRRIGATION SERVICE	1	EA	\$6,200.00	\$6,200.00
SUBTOTAL					\$216,920.00

TOTAL CONSTRUCTION COST OF SEWER-WATER-DRAIN SYSTEMS \$380,617.35

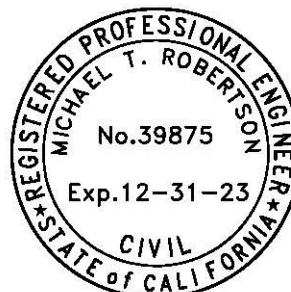
NOTES

- 1 The cost shown are intended for valuation purposes only for work associated with the Rancho Murieta Community Services District systems for maintenance of the sewer, water, storm drainage improvements.
- 2 The unit cost shown are from actual contracts between the contractor and developer as provided by the contractor therefore Baker-Williams Engineering Group makes no warranties, either expressed or implied, as to the accuracy of the information.

If you have any questions, please contact Michael Robertson at Baker-Williams Engineering Group at 916-331-4336 ext. 14.

BAKER-WILLIAMS ENGINEERING GROUP


Michael Robertson



MEMORANDUM

Date: November 9, 2022
To: Board of Directors
From: Michael Fritschi, P.E. – Interim General manager
Subject: Retreats Lift Station 6B Credits

Proposed Action

Staff request that the Board approve allowing a credit to the Sewer Capital Improvement Fee for each lot in the Retreats East & North to go towards the improvement's costs of Lift Station 6B with the credit amount to be determined based on negotiations occurring on November 16, 2022 just prior to the Board Meeting; and to direct Council to provide the appropriate agreement, and to direct the General Manager to approve and sign the appropriate agreement.

Background

1. Early in 2022, it was determined by the District Engineer that the lift station 6B serving the future Retreats East development did not have sufficient capacity to convey the additional hydraulic loading created by the connection of the 62 homes.
2. In February of 2022, K. Hovnanian Homes (Developer) and the District met and discussed the issue in March of 2022, the Developer and the District approved an amendment to the Facilities Extension Agreement that requires the Developer to fund the Engineering and construction of improvements to Lift station 6B to increase the capacity to be able to successfully convey the added hydraulic loading created by the Retreats East development.
3. In the Spring of 2022, the initial design of improvements was completed and provided to the Developer. The Developer activated a contractor and electrical subcontractor to perform the work.
4. During the submittal review process in the summer of 2022, several electrical design deficiencies were noted by the District Electrician and Electrical Engineer.
5. In October of 2022 the Developer notified the District that there was an expectation of reimbursement for all lift station 6B improvements per the District 2017 Water Augmentation and Facilities Capital Improvement Fee Study Guide.
6. Staff have discussed this request with District Council and Council has stated that there is no policy in place that this situation falls under. It is further stated that the District has

the option to fairly provide credits to the Developer as it sees fit, but the developer would need to be partially reimbursed for the work being done on the station.

7. Later in October of 2022, District Staff, District Engineering representatives, Developer, and Developer Contractors met and discussed the electrical deficiencies. At that time, it was agreed to perform the necessary electrical work as defined as supporting the capacity improvements; that the updates “need to be done right” regardless of who is responsible to pay for the improvements. At this time the total expected cost for the station improvements were estimated at roughly \$390,000.
8. Each connection will pay (or has paid) a sewer capital improvement fee of \$2,452 for each of the 62 lots.
9. Utilizing the entire sewer improvement credit on the lift station leaves no capital improvement funds from this development to contribute to future treatment facility and force main expansions as would normally be funded from the improvement fee.
10. The District was notified by the Developer that a new agreement would need to be established for the reimbursement of the Lift Station 6B improvement costs and that the 6B improvements would not be needed due to I/I reductions from elevating a sewer manhole and that work will be suspended from the Lift Station 6B improvements until an agreement is reached for reimbursement.
11. The District responded to the Developer with a meeting date and time to discuss the reimbursement set for November 16, 2022 at 3:00 p.m. The District also advised the Developer that continued work on 6B is a requirement of acceptance of the East development infrastructure.
12. If a reasonable consensus can be reached at the November 16, 2022 meeting, Staff will advise the Board to approve a specific credit be issued to each lot sewer improvement fee for work being performed on Lift Station 6B, and to have the Board direct Council to provide the appropriate agreement, and to direct the General Manager to approve and sign the appropriate agreement.

22. Contract for Integrated Water Master Plan - Pending