

**FRANCHISE COLLECTION
AGREEMENT
FOR
FRANCHISE AREA #12**

MAY 19 1998

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1 **AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**
2 **AND _____**
3 **FOR THE COLLECTION AND TRANSPORTATION**
4 **OF SOLID WASTE AND OTHER SPECIFIED SERVICES**

5
6 This Franchise Agreement ("Franchise Agreement") is entered into this ___ day of _____, by
7 and between the **County of Riverside** ("County") and
8 ~~Waste Management of the Desert, A Division of~~ Waste Management of California, Inc. ("Franchisee"), for the Collection and
9 transportation of Solid Waste, Recyclable Materials, Green Waste, and construction debris and
10 other specified services.

11
12 **RECITALS**

13
14 **WHEREAS**, pursuant to California Public Resources Code Section 40059 (a)(1), and
15 County Ordinance 657 the County of Riverside ("County") has determined that the public health,
16 safety, and well-being of county residents requires that an Exclusive Franchise be awarded to a
17 qualified enterprise for waste management services for residential, commercial, and industrial
18 customers in the County of Riverside; and

19
20 **WHEREAS**, in order to comply with the mandates of the California Integrated Waste
21 Management Act of 1989 ("IWMA") and subsequent legislation and regulation, the County of
22 Riverside must have the ability to direct the flow of Solid Waste within the unincorporated
23 County for the purposes of processing, recovery and disposal; and

24
25 **WHEREAS**, the Board of Supervisors of the County of Riverside declares its intention
26 of maintaining reasonable rates for the provision of Solid Waste services within the
27 unincorporated County;

28
29 **NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

30
31 **SECTION 1. REPRESENTATIONS AND WARRANTIES.**

32
33 **A. Representations and Warranties of Franchisee.** Franchisee hereby makes the
34 following representations and warranties for the benefit of the County as of the date of this
35 Agreement.

36
37 1) Franchisee is duly organized and validly existing as a corporation in good
38 standing under the laws of the State of California.

39
40 2) Franchisee has full legal right, power, and authority to execute, deliver, and
41 perform this Agreement, and has duly authorized the execution and delivery of this
42 Agreement.

3 3) The Persons signing this Agreement on behalf of Franchisee have been

1 authorized by Franchisee to do so, and this Agreement has been duly executed and
2 delivered by Franchisee, and constitutes a legal, valid and binding obligation of
3 Franchisee enforceable against Franchisee in accordance with its terms.
4

5 4) To the best of Franchisee's knowledge, there is no action, suit, or proceeding
6 before any court or governmental entity against Franchisee or affecting Franchisee,
7 wherein an unfavorable decision, ruling or finding would adversely affect the validity or
8 enforceability of this Agreement, or which would have a material adverse effect on the
9 financial condition of Franchisee.
10

11 5) Franchisee has sufficient financial resources to perform all aspects of its
12 obligations hereunder. There has been no material adverse change in Franchisee's or
13 Franchisee's parent company's financial circumstances since the date of the most recent
14 financial statements submitted to the Environmental Health Department ("Department").
15 Prior to the Effective Date of this Agreement, the Franchisee shall submit to the
16 Department the most recent annual financial statements. The Department may at its
17 discretion specify the contents and form of such statements. The Director of
18 Environmental Health may inspect the financial records of the Franchisee at any
19 reasonable time for any reasonable purpose relevant to the performance of this contract.
20

21 6) Franchisee has the expert, professional, and technical capability to perform all
22 of its obligations under this Agreement.
23

24 7) Within thirty (30) days after the execution of this Agreement by the County,
25 Franchisee has provided the performance bond or letter of credit certificates of insurance,
26 and the annual financial statements, as provided in Exhibit C.
27

28 **B. Representations and Warranties of the County.**
29

30 Prior to commencement of any services hereunder, the County hereby makes the
31 following representations and warranties to and for the benefit of Franchisee as of the date of
32 this Agreement:
33

34 1) The parties executing this Agreement on behalf of the County are duly
35 authorized to do so. This Agreement constitutes the legal, valid and binding Agreement
36 of the County and is enforceable against the County in accordance with its terms.
37

38 2) To the best of the County's knowledge, there is no action, suit, or proceeding
39 against the County before any court or governmental entity wherein an unfavorable
40 decision, ruling or finding would adversely affect the validity or enforceability of this
41 Agreement.
42

SECTION 2. DEFINITIONS.

Whenever any term used in this Franchise Agreement has been defined by Division 30, Part 1, Chapter 2 of the California Public Resources Code, the definitions in the Public Resources Code, as presently defined and as they may be amended in the future shall apply unless the term is otherwise defined in this Agreement. In the event of conflict between the definition of a term as found in the California Public Resources Code or in County ordinances and this Agreement, the definition in this Agreement shall supersede the definition found in the Public Resources Code or in County ordinances.

A. Agreement. means this Agreement between the County and ~~Waste Management of the Desert a Division of Waste Management of California~~ for the Collection and transportation of Solid Waste and other specified services, including all exhibits, and any future amendments.

B. Bins. shall mean those containers provided by Franchisee for commercial, industrial, construction, and multi-residential uses. Bins are of two types: (i) Bins (generally 1 to 6 cubic yards in size) which are picked up by refuse trucks by means of front loading apparatus; and (ii) Rolloff Bins (generally 10 to 40 cubic yards in size) which are picked up by trucks using rear loading winches onto rails.

C. Board. shall mean the Riverside County Board of Supervisors.

D. Bulky Waste. shall mean large, heavy or otherwise difficult to handle items, including, but not limited to, stoves, refrigerators, water tanks, water heaters, washing machines, furniture, ~~large concrete and asphalt chunks, tree stumps~~, or other waste materials with weights or volumes greater than those allowed for containers.

E. Collection. means Collection of Solid Waste, recyclable material, or other material specified in this Agreement and its transportation to an appropriate Solid Waste Facility.

F. Commercial Units. shall mean all commercial, industrial, institutional or other facilities, except residential and Multi-Residential Units.

G. Compost. means a stable humus-like product that results from the biological decomposition of organic materials occurring under controlled conditions.

H. Compost Facility. means a Solid Waste Facility that processes Green Waste, Wood Waste or other organic materials to produce Compost or mulch.

I. Comprehensive Collection Areas. shall mean specific portions or areas of the County designated by an Ordinance or Resolution of the Board of Supervisors in which specified residential, multi-residential, and/or commercial units are required to subscribe to refuse collection.

1 J. County. means the County of Riverside, State of California.

2 K. Department. means the Riverside County Department of Environmental Health.

3
4 L. Director. shall mean the Director of the Riverside County Department of
5 Environmental Health.

6 M. District. means the Riverside County Waste Resources Management District.

7 N. Effective Date. means the date on which this Agreement becomes effective, which
8 shall be the date it is executed by the Board of Supervisors.

9 O. Exclusive Franchise. means the rights granted to the Franchisee under the terms and
10 conditions of this Agreement, including the sole right to collect Solid Waste, Recyclable
11 Materials and/or Green Waste, and other materials as specified in this Agreement and its
12 exhibits, within the area defined in Exhibit B.

13 P. Extremely Hazardous Waste. shall mean any Hazardous Waste or mixture of
14 Hazardous Wastes which, if human exposure should occur, may likely result in death, disabling
15 personal injury or illness, during or as a proximate result of, any disposal of such waste or
16 mixture of wastes.

17 Q. Franchise Area. means the geographic territory defined in Exhibit B.

18 R. Franchise Documents. shall mean the Agreement (as herein defined), the separately
19 executed Waste Delivery Agreement, and the insurance certificates and performance bond or
20 letter of credit required under this Agreement.

21 S. Generator. means the owner or occupant of premises, including residences or
22 businesses, which initially produces Solid Waste, Recyclable Materials, or Green Waste.

23 T. Green Waste. means organic waste generated from any landscaping including grass
24 clippings, leaves, prunings, tree trimmings, weeds, branches, and brush.

25 U. Gross Receipts. means all monies received by Franchisee for providing franchise
26 services specified in this Agreement, including, but not limited to, payment for regular and
27 special services, leases on containers, pass through costs collected on behalf of the County, and
28 collections received on delinquent accounts. Gross Receipts does not include uncollectible
29 accounts and pass through costs collected on behalf of State or other governmental agencies.

30 V. Hard-to-Service. may refer to any of the following:

- 1) Rural, sparsely populated areas,
- 2) Hilly or mountainous terrain,
- 3) Poorly paved or unpaved roads which may be unpassable in poor weather,
- 4) Large, uninhabited areas between pockets of homes,
- 5) Unusually heavy waste due to large properties, livestock, etc.

W. Hazardous Waste, shall mean any waste material or mixture of wastes which is defined or otherwise considered to be hazardous under any state or federal law, or is toxic, corrosive, flammable, an irritant, a strong sensitizer, which generates pressure through decomposition, heat or other means, if such a waste or mixture of wastes may cause substantial personal injury, serious illness or harm to wildlife, during, or as a proximate result of any disposal of such wastes or mixture of wastes. The term "toxic," "corrosive," flammable," "irritant," or "strong sensitizer" shall be given the same meaning as found in the California Hazardous Substances Act in the Health and Safety Code, Section 28740 et seq.

X. Integrated Waste Management Act (IWMA), shall mean the California Integrated Waste Management Act of 1989 (AB 939), including all subsequent amendments.

Y. Materials Recovery Facility, means a facility intended primarily for recovery and processing of Recyclable Materials that are source-separated, or a facility intended to recover Recyclable Materials from Solid Waste. Such a facility may also function as a Transfer Station.

Z. Multi-Residential Units, shall mean permanent buildings containing three or more Residential Units including, but not limited to, condominiums, apartment houses, motels, hotels, mobilehome parks where mobilehome lots are not individually owned, travel trailer parks, and recreational vehicle parks.

AA. Permitted Hauler, means a Solid Waste service provider who has a valid permit to operate within all, or a portion of, the unincorporated County.

BB. Person shall mean any Person, firm, business, sole proprietorship, partnership, joint venture, trust, association, or corporation whether for profit or non-profit.

CC. Public Roads shall mean those road rights of way in the Unincorporated Area of Riverside County which have been offered to the county and accepted for the purpose of vesting title whether they have been accepted for County maintenance or not

DD. Recyclable Materials, means material which has been segregated from other Solid Waste material for the purpose of reuse or recycling, including, but not limited to, discarded paper, glass, cardboard, plastic, ferrous materials, green waste or aluminum. Recyclable Materials also include mixed Recyclables consisting of two or more of the above-referenced material types separated from non-Recyclable Materials at the point of Collection and offered

for Collection in a mixture including not more than five (5) percent Solid Waste by weight.

EE. Residential Unit. shall mean an occupied dwelling within the unincorporated area of the County occupied by a Person or group of Persons. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. This definition shall apply also to mobilehome subdivisions where the mobilehome lot is individually owned. A duplex is considered to be two (2) attached Residential Units.

FF. Solid Waste. means all putrescible and non-putrescible solid and semisolid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid Waste" does not include Green Waste or Recyclable Materials. "Solid Waste" does not include Hazardous Waste as defined by the State of California, or low-level radioactive waste. "Solid Waste" does not include medical waste which has not been treated, as required pursuant to state law, for subsequent disposal at a Solid Waste Facility.

GG. Solid Waste Facility. means any facility that is licensed, permitted or otherwise approved by all governmental bodies and agencies having jurisdiction, and that is designed to manage Solid Waste, Recyclable Materials, or Green Waste, and includes transfer, Recyclable Materials processing, material recovery, composting, waste-to-energy, or landfill facilities.

HH. Special Wastes. means any Solid Waste that, because of its source of generation, physical, chemical, or biological characteristics or unique handling or disposal practices, is specifically conditioned in the Solid Waste Facility permit for handling and/or disposal. Examples of Special Wastes include, but are not limited to, the following: bulky items, used tires, used oil, grease trap pumpings, septic tank pumpings, sewage sludge, asbestos, medical wastes, shipboard and port waste, automobile shredder waste, abandoned vehicles, street sweepings and catch basin debris, agricultural wastes, cannery waste, and incinerator ash.

II. System Facility. means a Solid Waste Facility that is owned and/or operated by the District, or with which the District has entered into an Agreement, and that for the purposes of this Agreement is designated by the District through a separately executed Waste Delivery Agreement to be used by the Franchisee for the processing, recovery and/or disposal of Solid Waste, Recyclable Materials or Green Waste.

JJ. Term. means the Term of this Agreement, as provided for in Section 3.

KK. Transfer Station. shall include those intermediate waste handling facilities where Solid Wastes are transferred from hauling vehicles to a transfer vehicle and where the Solid Waste or a portion thereof may undergo incidental processing, recycling or further handling before transportation to a disposal site, Solid Waste processing facility, or other facilities. The following facilities do not constitute a "transfer station":

1
2 1) Locations where less than 15 cubic yards of combined container volume are
3 provided to serve as community or multi-residence receptacles for residential refuse.

4 2) Storage receptacles for waste from multi-residential buildings or for
5 commercial Solid Wastes.

6 3) A container used to store construction or demolition wastes at the place of
7 generation.

8 4) Containers used to store salvaged materials.

9
10 **LL. Traveled Way.** shall mean the accessible Public Road rights of way within the
11 unincorporated portion of Riverside County, and shall include similar roads within Public
12 facilities as specified in Attachment A "Traveled Way" does not include State or Federal
13 Highways.

14
15 **MM. Waste Delivery Agreement.** means the contract entered into by the District and the
16 Franchisee (defined as "Collector" therein) specifying the specific portions of the waste stream
17 that are to be directed to specified System Facilities.

18
19 **NN. Wood Waste.** means industrial dimension lumber, pallets, shipping dunnage, and
20 similar discarded processed wood materials, and large tree limbs.

21
22 **SECTION 3. GRANT AND TERM OF EXCLUSIVE FRANCHISE.**

23
24 **A.** Pursuant to Ordinance 657, and the IWMA, and subject to the terms and conditions of
25 this Agreement, County hereby grants to Franchisee the exclusive right, privilege, and franchise
26 to provide the services set forth in Exhibit A of this Agreement within the portion of the
27 unincorporated area of the County of Riverside specified in Exhibit B of this Agreement for the
28 Term set forth below and to use the County streets and roads for such purposes.

29
30 **B.** In consideration of the rights, privilege, and franchise granted by this Agreement,
31 Franchisee hereby agrees (1) to provide the services set forth in Exhibit A of this Agreement
32 within the portion of the unincorporated area of the County of Riverside specified in Exhibit B
33 of this Agreement for the Term set forth below; (2) to not collect from any other portions of the
34 unincorporated county covered by Exclusive Franchise Agreements, except as specified in
35 Exhibit B, Solid Waste, Recyclable Materials or Green Waste; (3) to the cancellation, upon the
36 Effective Date of this Agreement, of any permit or other authorization issued by or under the
37 authority of County for the Collection of Solid Waste, Recyclable Materials, or Green Waste for
38 the portion of the unincorporated county permit area covered by Exclusive Franchise
39 Agreements, and (4) hereby waives any right it may have pursuant to Public Resources Code
40 section 49520 or other laws to advance notice of the cancellation of such permit or other
41 authorization for those areas represented by Exclusive Franchise Agreements.

42
43 Franchisee agrees to abide by the conditions of any permit or other authorization

1 pertaining to its operations within any unincorporated county area not covered by an Exclusive
2 Franchise Agreement and to terminate said operations upon effective date of any future
3 Exclusive Franchise Agreement in accordance with the provisions of this Agreement.

4
5 In addition, Recyclable Materials collected from Commercial and Industrial Units are
6 included within the Exclusive Franchise, to the extent provided for in state and federal law.

7
8 C. This Agreement shall continue for a period of seven (7) years from the Effective Date.
9 One year after the Effective Date of this Agreement, and annually thereafter, the Term of this
10 Agreement shall be extended for an additional one year, unless no later than thirty (30) days
11 prior thereto either the County or the Franchisee gives written notice of non-renewal to the other
12 party. Only one notice of non-renewal shall be required hereunder. Notice of non-renewal need
13 not be based on cause. The above provisions in no way affect the County's right to terminate
14 this Agreement following thirty (30) days notice for nonperformance, as provided in Sections 9
15 and 10 hereof.

16
17 D. Franchisee will commence services under this Agreement on January 1, 1999.

18
19 E. County will enforce the exclusivity of the Franchise granted in this Agreement, but
20 will use its reasonable judgment in determining whether enforcement is necessary and the type
21 of steps that should be taken.

22
23 F. In the event that one or more Permitted Haulers currently operating in the Franchisee's
24 Exclusive Franchise Area have not entered into an Exclusive Franchise Agreement with the
25 County which contains a provision similar to Section 3B(2) above, the following shall apply:

26
27 1) Said Permitted Hauler(s) may continue to provide comparable services to
28 those specified in this Agreement at rates established by the Board throughout the
29 remainder of its "five-year wind-down period." Notice of the five-year wind-down period
30 was given to all Permitted Haulers on July 12, 1994 and affirmed on September 6, 1994.

31
32 2) County shall consider adjusting the rate band such that the minimum rate that
33 said Permitted Hauler(s) may charge shall be the rates specified in Exhibit E as they may
34 be adjusted in accordance with Exhibit F.

35
36 3) County shall consider allocating the area(s) which had been designated for
37 said Permitted Hauler(s) (as indicated on the map attached as Exhibit I) to Franchisees
38 operating in the vicinity of said designated area and impacted by said Permitted Haulers'
39 activities by considering the following:

- 40
41 a) Customer base on the Effective Date;
42 b) Customer base on the date the allocation is made;
43 c) Growth occurring within each Franchisee's area;
44 d) Franchisee's rates;

- 1 e) Extent to which Franchisee's customer base was impacted by said
2 Permitted Hauler(s) activities;
3 f) Geographical features such as major roadways, mountains,
4 jurisdictional boundaries and Franchise boundaries;
5 g) Other conditions at the discretion of the Director.
6

7 4) If, during the five-year wind-down period, Franchisee's customer base is
8 significantly reduced because of said Permitted Haulers' operations within its Exclusive
9 Franchise Area, Franchisee may apply for an Extraordinary Rate Review, in accordance
10 with Exhibit F.
11

12 **SECTION 4. FRANCHISE AREA.**

13
14 The Franchise Area granted by this Franchise Agreement is the portion of the
15 unincorporated Riverside County defined in Exhibit B, "Franchise Area."
16

17 **SECTION 5. SERVICES PROVIDED BY FRANCHISEE.**

18 **A. General.**

19
20 Franchisee shall provide the Collection and transportation of Solid Waste within the
21 Franchise Area in accordance with the terms of this Agreement. The specific manner in which
22 these services shall be provided is specified in Exhibit A. The Franchisee shall also, upon
23 written request of the Director, provide optional services in the Franchise Area in accordance
24 with the terms set forth in Exhibit A, and the rates set forth in Exhibit E. Minimum levels of
25 Solid Waste service to be provided under this Agreement are defined below, however, no
26 residential or commercial or business customer shall be refused service, if that party is willing to
27 pay for such service and is current in payment. Disputes arising over the terms on which a
28 particular customer may be serviced because of remoteness of location, difficulty of access,
29 particular needs of the customer, etc. shall be decided in accordance with the provisions of
30 Section 16 (B) (2) related to "service complaints."
31
32

33 **B. Single Family Residential.**

34
35 Weekly Service. Not less often than once per week, and more frequently if required to
36 handle the waste stream of the premises, Franchisee shall collect the Solid Waste (except bulky
37 items and Hazardous Waste) which have been placed, kept, or accumulated in containers at
38 Residential Units within the Franchise Area and placed at curbside prior to Franchisee's normal
39 weekly Collection time. All Solid Waste must be placed within containers at curbside without
40 obstructions so as to permit Collection, unless otherwise agreed upon by County and Franchisee.
41 Franchisee may supply containers, and/or may require the use of specific containers as specified
42 in Exhibit A. Franchisee may negotiate special pickup procedures, above and beyond the normal
3 services described above, with customers for an additional fee in an amount provided in Exhibit

E.

C. Commercial, Industrial, and Multi-Residential.

1) Multi-Residential Weekly Service. Not less often than once per week, and more frequently if required to handle the waste stream of the premises where the Bins are located, Franchisee shall collect the Solid Wastes (including bulky items which have been placed in a closed bin, and excepting metallic white goods and Hazardous Waste) which have been placed, kept or accumulated for Collection in Solid Waste Bins at Multi-Residential Units.

2) Commercial and Industrial Weekly Service. Not less often than once per week, and more frequently if required to handle the waste stream of the premises where the Bins are located, Franchisee shall collect the Solid Wastes which have been placed, kept or accumulated for Collection in Solid Waste Bins at Commercial Units.

D. Construction and Temporary Bin/Rolloff Services.

Franchisee shall provide construction and temporary bin/rolloff services using rates reflected in Exhibit E.

E. Semi-Annual Cleanup and Bulky Wastes Collection.

1) At least twice a year, Franchisee shall provide a one (1) day cleanup service to all Residential Unit customers on its routes wherein all bulky materials left on the curb, or other designated location on or adjacent to customer's property, up to a maximum of one and one-half cubic yards, will be removed and disposed. Cost for this service, excluding the cost of disposal, shall be included within the normal monthly rates for Residential Unit Solid Waste Collection as specified in Exhibit E. When feasible, the bulky material will be collected in a vehicle separate from the one used to pick up the residential unit's Solid Waste on a weekly basis so that it can be readily identified as not requiring tipping fees when it arrives at the designated landfill. Franchisee will make a good faith effort to divert the bulky material away from the designated landfill and to another facility where it can be either recycled or refurbished for reuse. Collection of heavy waste materials such as dirt, rock, concrete, and asphalt are not included in this service.

2) Franchisee shall provide Residential Unit customers with Bulky Wastes pick-up service arranged at the request of the customer for large household appliances or furniture or multiple smaller items not exceeding one and one-half cubic yards. Collection of heavy waste materials such as dirt, rock, concrete, and asphalt are not included in this service. Franchisee shall advertise the availability of the Bulky Wastes Collection service and shall provide the Bulky Waste Collection service within seven (7) working days of request by customer. Franchisee shall bill the customer for Bulky Waste Collection at the rate established in Exhibit E. Standard disposal rates shall be paid by

Franchisee at the System Facility.

3) Franchisee shall provide large rolloff refuse containers requested by the Director or his designee to respond to organized community clean up efforts at no charge. Franchisee shall deliver containers to agreed upon collection points and shall cooperate with the Director and designated community leaders to remove containers and dispose of collected Solid Waste. Franchisee is obligated to provide the equivalent of two 40-cubic yard bins/loads per year for each 1,000 Residential Unit customers serviced within the Franchise Area. The District will arrange that there shall be no charge of disposal fees for such Solid Waste delivered in separate vehicles to the System Facilities.

F. Illegal Dumping Retrieval Services

Franchisee agrees to provide specified illegal dumping retrieval and disposal services as follows:

1) Franchisee shall turn in to County a monthly report of illegal dumping of trash (in quantities exceeding one equivalent medium size trash bag) and bulky items (such as tires, couches, and appliances) noticed within or along the Traveled Way in the franchise area. For the purpose of this provision, the Traveled Way shall include public rights of way within twenty (20) feet of the paved roadways and within twenty (20) feet of the shoulders of unpaved roadways.

2) Franchisee shall anticipate and arrange to receive daily by facsimile, copies of reports of illegal dumping reported by citizens to the Department of Environmental Health, Department of Transportation, or the Waste Resources Management District.

3) Franchisee shall arrange to remove and shall dispose all such reported illegally dumped materials on Traveled Way within forty-eight (48) hours of the receipt of reports thereof except for remote areas, as approved by the director, for which the removal shall occur within five working days. The Franchisee may request that specified roads, determined by the franchisee to be inaccessible for waste removal, be considered by the Director for revised waste removal requirements.

4) Franchisee shall leave the original reports (or copies thereof) with the gate fee collector at County disposal sites at the time of delivery of the corresponding loads of illegally dumped debris. Nothing herein shall prevent the immediate pickup, delivery and reporting thereof, as part of the normal route collection activities, of illegally discarded material.

5) Abandoned vehicles and objects or appliances larger than conventional household furniture or appliances as well as hazardous, special and medical wastes are exempt from the retrieval requirements set forth herein, provided, however, that of these exempted items noted within the traveled way are to be immediately reported to the

Director.

6) The Franchisee shall, upon request of private property owners, the Director or the Departments of County Transportation and Land Management Agency, provide removal services for waste illegally disposed of on their private property, excluding those wastes described immediately above in paragraph 5, at a cost or costs as be specified in Exhibit E.

7) Illegally disposed materials along Traveled Ways within one mile of disposal sites within Riverside County are exempt from the retrieval requirements set forth herein.

8) For sixty (60) days from the effective date of this contract, the County will arrange that there shall be no charge of disposal fees at System Facilities. Thereafter, Franchisee shall pay the usual fees charged for comparable types and quantities of Solid Waste.

9) Within sixty (60) days of the end of each year of this Agreement, Franchisee shall submit to the Director an accurate accounting of its costs to provide Illegal Dumping Retrieval Service.

G. Collection of Used Motor Oil.

Franchisee shall collect used motor oil from single family residential customers in accordance with the Recycled Oil Collection and Storage Standards pursuant to Riverside County Ordinance 657 and Riverside County Resolution 90-668.

H. Diversion Services

1) Diversion services proposed by Franchisee as described in Exhibit H shall be provided throughout the duration of this contract.

2) At any time during the term of this Agreement, upon one hundred eighty (180) days written notice from the Director, Franchisee shall provide collection of Green Waste from Residential Units throughout, or in designated portions of its Exclusive Franchise Area. Franchisee's rates for this service shall be as established in Exhibit E as adjusted by the methodology established in Exhibit F.

I. Collection and Equipment

Franchisee shall provide an adequate number of vehicles and equipment for the Collection, transportation, recycling, and disposal of Solid Waste for which it is responsible under this Franchise Agreement. No vehicle shall be used for the collection and transportation of Solid Waste, Recyclable Materials or Green Waste, prior to inspection and approval by the

Department. The equipment of Franchisee used under this Franchise Agreement shall in addition be subject to inspection by the Department on an annual basis.

1) All vehicles used by Franchisee under this Franchise Agreement shall be registered with the Department of Motor Vehicles of the State of California, shall be kept clean and in good repair, and shall be uniformly painted.

2) Solid Waste Collection vehicles shall be washed at least once every seven (7) calendar days.

3) A local or toll free telephone number, and vehicle number shall be visibly displayed on all vehicles in letters and figures no less than three inches (3") high.

SECTION 6. OWNERSHIP OF SOLID WASTE.

Once Solid Waste, Green Waste, Wood Waste and construction debris collected from Residential, Commercial or Multi-Residential Units are picked up by Franchisee from Bins for Collection or containers at curbside, and once Recyclable Materials are set out for collection, ownership shall transfer to Franchisee. Solid Waste, Recyclable Materials, Green Waste, Wood Waste and construction debris, or any part thereof, shall become the property of the owner or operator of a System Facility once deposited there by Franchisee.

SECTION 7. DIRECTION OF COLLECTED MATERIALS.

The direction of the flow of materials collected by the Franchisee under this Agreement is governed by the separately executed Waste Delivery Agreement between the Franchisee (defined as "Collector" therein) and the District. The rates shown in Exhibit E are based on the facility(ies) designated in the Waste Delivery Agreement to be effective on the same date as this Agreement.

SECTION 8. INDEMNIFICATION AND INSURANCE, AND BOND.

A. Indemnification of County and District.

Separate and distinct from the insurance provisions found in this Agreement, Franchisee agrees to defend, indemnify, and hold harmless, County and District and their officers, agents, and employees from and against any and all claims, demands, damages, liabilities, costs or expenses for any damages or injuries to any person or property, including, but not limited to, injury to Franchisee's officers, agents, or employees which arise from or are connected with or are caused or claimed to be caused by negligent acts or omissions of Franchisee, and its officers, agents, or employees, in performing the work or services herein, and all reasonable costs and expenses of investigating and defending against same; provided, however, that Franchisee's duty to indemnify and hold harmless shall not include any claims or liability arising from the

1 negligence or misconduct of County or District or their agents, officers, or employees.

2
3 This obligation shall not be limited by the amounts or coverage specified in the insurance
4 policies and bond(s) supplied by franchisee in conjunction with the agreement. This
5 indemnification obligation shall survive the term of the franchise.

6
7 **B. Hazardous Substances Indemnification.**

8
9 Without limiting the generality of the foregoing, if Franchisee has acted negligently or
10 willfully with respect to the collection or transportation of waste materials, Franchisee shall
11 indemnify, defend with counsel approved by County, protect and hold harmless County and
12 District and their respective employees, agents, assigns, and any successor or successors to
13 County's interest from and against all claims, actual damages (including, but not limited to,
14 special and consequential damages), natural resources damage, injuries, costs, response
15 remediation and removal costs, losses, demands, debts, liens, liabilities, causes of action, suits,
16 legal or administrative proceedings, interest, fines, charges, penalties, and expenses (including,
17 but not limited to, attorneys' and expert witness fees and costs incurred in connection with
18 defending against any of the foregoing or in enforcing this indemnity) of any kind whatsoever
19 paid, incurred or suffered by, or asserted against, County or District or their respective officers,
20 employees, agents, or Franchisees arising from or attributable to any repair, cleanup or
21 detoxification, or preparation and implementation of any removal, remedial, response, closure or
22 other plan (regardless of whether undertaken due to governmental action) concerning any
23 hazardous substance or Hazardous Wastes at any place where Franchisee stores or disposes of
24 municipal Solid Waste or construction debris pursuant to this Agreement. The foregoing
25 indemnity is intended to operate as an Agreement pursuant to Section 107(e) of the
26 Comprehensive Environmental Response, Compensation and Liability Act, "CERCLA", 42
27 U.S.C. Section 9607(e) and California Health and Safety Code Section 25364, to insure, protect,
28 hold harmless, and indemnify County from liability.

29
30 **C. Minimum Diversion Requirements**

31
32 The percentage of all materials collected by Franchisee under this Agreement, as detailed
33 in Form 5 in programs approved by County, shall be recycled, processed and/or marketed by
34 Franchisee in a manner which entitles County to diversion credit as specified in California Public
35 Resources Code, Section 41780 measured on a calendar year basis beginning January 1, 1999
36 ("Minimum Diversion Requirement") provided the County adopts the recommended diversion
37 programs as stated in Form 5, Diversion Proposal. Within sixty (60) days of each calendar year,
38 Collector shall pay County as liquidated damages for failing to meet this requirement, twenty
39 dollars (\$20.00) per ton, for each ton which was not diverted, which if it had been diverted would
40 have enabled Franchisee to meet the Minimum Diversion Requirement for calendar year 2000
41 and each successive year. Further, if Franchisee fails to meet the annual Minimum Diversion
42 Requirements two (2) times after the execution of the agreement, County may terminate this
43 Agreement upon one hundred twenty (120) days notice. If the County, or District on behalf of
44 the County, finds that additional programs are necessary to meet any IWMA required diversion

goals the County, or District on behalf of the County, may require proposals for additional diversion programs to meet the diversion requirements. If necessary, County and Franchisee shall enter into good faith negotiations, but if agreement regarding programs and/or rate adjustments cannot be reached, County reserves the right upon one hundred twenty (120) days notice thereof to terminate the Franchisee's Franchise rights to collect Solid Waste, Recyclable Materials, and/or Green Waste, and/or to independently implement programs that may be needed to meet the minimum diversion requirement.

If commercial recycling is being performed by generators, and others, to the extent the Franchisee is unable to meet its Minimum Diversion Requirements, Franchisee shall document such commercial recycling in writing and petition the Director for an equitable adjustment of Franchisee's Minimum Diversion Requirement, which shall not be unreasonably denied.

D. Worker's Compensation Insurance.

Franchisee shall obtain and maintain in full force and effect throughout the entire Term of this Agreement full workers' compensation insurance in accord with the provisions and requirements of the Labor Code of the State of California. Endorsements that implement the required coverage shall be filed and maintained with the Director throughout the Term of this Agreement. The policy providing coverage shall be amended to provide that the insurance shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to County. The policy shall also be amended to waive all rights of subrogation against the County and the District, its elected or appointed officials, employees, agents, or Franchisees for losses which arise from work performed by the named insured for the County.

E. Public Liability Insurance.

Franchisee shall obtain and maintain in full force and effect throughout the entire Term of this Agreement a Broad Form Comprehensive General Liability (occurrence) policy with a minimum limit of three million dollars (\$3,000,000.00) aggregate and one million five hundred thousand dollars (\$1,500,000.00) per occurrence for bodily injury and property damage. Said insurance shall protect Franchisee, the County, the District, and their elected or appointed officials, employees, and agents, from any claim for damages for bodily injury, including accidental death, as well as from any claim for property damage which may arise from operations performed pursuant to this Franchise Agreement, whether such operations be by Franchisee itself, or by its agents and/or employees. Copies of the policies or endorsements evidencing the above required insurance coverage shall be filed with the Director. All of the following endorsements are required to be made a part of the insurance policies required by this Section:

1) "This policy shall be considered primary insurance as respects any other valid and collectible insurance the County may possess including any self-insured retention the County may have, and any other insurance the County or District does possess shall be considered excess insurance and shall not contribute with it."

2) "This insurance shall act for each insured, as though a separate policy had been written for each. This, however, shall not act to increase the limit of liability of the insuring company."

3) Franchisee shall cause its insurance carrier(s) to furnish County and District by direct mail with certificate(s) of insurance showing that such insurance is in full force and effect, and County and District are named as additional insureds with respect to this Franchise and the obligations of Franchise hereunder. Further, said certificate(s) shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to County and District prior to modification, cancellation or reduction in coverage of such insurance. In the event of any such modification, cancellation or reduction in coverage and on the effective date thereof, this Franchise shall terminate forthwith, unless County and District receive prior to such effective date another certificate from an insurance carrier that the insurance required herein is in full force and effect.

The limits of such insurance coverage, and companies, shall be subject to review by the Director every year and may be modified at that time by the County upon a demonstration of reasonable need. The County and the District shall be named as additional insureds on all policies and endorsements.

F. Performance Bond or Letter of Credit.

1) Franchisee shall furnish a corporate surety bond as security for performance under this Agreement. The amount of the bond shall be the average of two months' expected Gross Receipts. Premium for the above described bond(s) shall be paid by Franchisee. A certificate from the surety showing that the bond premiums have been paid in full shall accompany the bond. The surety on the bond shall be a company acceptable by the County and shall be a corporate surety company authorized to do business in the State of California.

G. Modification.

The insurance requirements provided herein may be modified or waived in writing by the Board upon the request of Franchisee, provided the Board determines such modification or waiver is in the best interest of County, in its reasonable judgment, considering all relevant factors, including financial guarantees provided by the parent company of Franchisee.

SECTION 9. DEFAULT AND REMEDIES.

1 **A.** If the Director determines that the Franchisee's performance pursuant to this
2 Agreement has breached its obligation or otherwise has not been in conformity with reasonable
3 industry standards, the provisions of this Agreement, the requirements of the California
4 Integrated Waste Management Board, including, but not limited to, requirements for source
5 reduction and recycling (as to the waste stream subject to this Franchise Agreement) or any other
6 applicable Federal, State, or local law, ordinance or regulation, including, but not limited to, the
7 laws governing transfer, storage, or disposal of Special Wastes or Hazardous Wastes, the
8 Director shall advise Franchisee in writing of such deficiencies. The Director may, in such
9 written instrument, set a reasonable time within which correction of all such deficiencies is to be
10 made. Unless otherwise specified, a reasonable time for correction shall be thirty (30) days from
11 the mailing of such written notice. The Director shall review the Franchisee's response and
12 either notify the Franchisee of that decision, in writing, or refer the matter to the Board. A
13 decision or order of the Director shall be final and binding on Franchisee if the Franchisee fails
14 to file a "Notice of Appeal" with the Director within thirty (30) days of receipt of the Director's
15 decision. Within ten working days of receipt of a Notice of Appeal, the Director shall either
16 refer the appeal to the Board for proceedings in accordance with Subsections 9B and 9C, below,
17 or refer the matter to a hearing officer as provided in Section 11, below. Where the County and
18 the Franchisee have claims pending against each other at the same time under Section 9 and
19 Section 11 jurisdiction shall be with the Board.
20

21 **B.** The Board, may set the matter for hearing. The Board shall give Franchisee, and any
22 other Person requesting the same, fourteen (14) days written notice of the time and place of the
23 hearing. At the hearing, the Board shall consider the report of the Director indicating the
24 deficiencies, and shall give the Franchisee, or its representatives and any other interested Person,
25 a reasonable opportunity to be heard.
26

27 **C.** Based on the evidence presented at the public hearing, the Board shall determine by
28 Resolution whether the Agreement should be terminated or other remedies imposed. If, based
29 upon the record, the Board determines that the performance of Franchisee is in breach of any
30 material Term of this Agreement or any material provision of any applicable Federal, State, or
31 local statute, ordinance or regulation, or is deficient with respect to prevailing industry
32 standards, the Board in the exercise of its sole discretion, may terminate forthwith, this
33 Agreement.. Franchisee's performance under its franchise is not excused during the period of
34 time prior to the Board's final determination as to whether such performance is deficient.
35

36 **D.** The right of termination is in addition to any other rights of County upon failure of
37 Franchisee to perform its obligations under this Agreement.
38

39 **E.** The County further reserves the right to terminate Franchisee's franchise, following
40 public hearing therefor, not later than 6 months following the date of said hearing at which a
41 majority vote of the board determines it is in the public interest to do so:
42

1) If the Franchisee practices, or attempts to practice, any fraud or deceit upon the County.

2) If the Franchisee becomes insolvent, unable, or unwilling to pay its debts, or upon listing of an order for relief in favor of Franchisee in a bankruptcy proceeding.

3) If the Franchisee fails to provide or maintain in full force and effect, the workers' compensation, liability, indemnification coverage, and performance bond as required by the Agreement.

4) If the Franchisee willfully violates any orders or rulings of any regulatory body having jurisdiction over the Franchisee relative to this Agreement, provided the Franchisee may contest any such orders or rulings by appropriate proceedings conducted in good faith, in which case no breach of the franchise shall be deemed to have occurred.

5) If the Franchisee ceases to provide Collection services as required under this Agreement overall or a substantial portion of its Franchise Area for a period of seven (7) days or more, for any reason within the control of the Franchisee.

6) If the Franchisee willfully fails to make any payments required under the Agreement and/or refuses to provide County with required information, reports, and/or test results in a timely manner as provided in the Franchise Agreement.

7) For any other act or omission by the Franchisee which materially violates the terms, conditions, or requirements of this franchise, Ordinance 657, successor ordinance, other county ordinance, the IWMA, successor acts, or any order, directive, rule, or regulation issued thereunder and which is not corrected or remedied within the time set in the written notice of the violation or, if the Franchisee cannot reasonably correct or remedy the breach within the time set forth in such notice, if the Franchisee should fail to commence to correct or remedy such violation within the time set forth in such notice and diligently effect such correction or remedy thereafter.

8) Should the Franchisee or any parent corporation or entity, or any of the officers or directors of the Franchisee or any parent corporation or entity be found guilty of felonious conduct related to the performance of this Agreement, or of felonious conduct related to anti-trust activities, illegal transport or disposal of hazardous waste or materials, or violation of Racketeer - Influenced Corrupt Organizations (RICO) Statutes.

F. Professional Conduct

1) In the event that any official, employee, or contractor for Franchisee or its successor-in-interest is indicted by a grand jury, named as a defendant in a felony complaint filed in any court in the United States, or is otherwise alleged to have participated in any criminal activity directly or indirectly associated with the solid waste

management business, Franchisee or its successor-in-interest shall provide written notice thereof to the Director within 14 days of such indictment, complaint or allegation. Such notice shall contain a description of the indictment, complaint or allegation, as well as a copy of such indictment or complaint or other matters of public record related thereto. In addition to the foregoing, Franchisee or its successor-in-interest shall provide the Director with copies of any reports required to be prepared by Franchisee or its successor-in-interest pursuant to federal securities laws, including quarterly and annual reports.

2) In the event that any official, employee, or contractor for Franchisee or its successor-in-interest, who has any responsibility for any aspect of the franchisee's operations under this contract, is convicted, indicted by a grand jury, or named as a defendant in a felony complaint filed in the Superior Court or a complaint filed in Federal Court associated with conduct of doing business for Franchisee or its successor-in-interest, this person shall, upon request of the County be immediately removed from any assignment whatsoever, directly associated with operations under this contract during the pendency of trial and/or following conviction.

G. This Agreement is subject to all present and future laws, regulations and orders of Federal, State, County, and City governments and any instrumentalities thereof. Should either of the parties hereto at any time during the Term of this Agreement be ordered or required, pursuant to any laws, regulations or orders, to do any act that substantially impairs the party's ability to perform under this Agreement, then such party shall notify the other party of such order or requirement and the law, regulation or order on which such order or requirement is based. Unless the parties agree in writing to continue this Agreement, or to renegotiate the terms of the Agreement within thirty (30) days after the Effective Date of such law, regulation or order, then this Agreement shall terminate on the thirty-first day following the Effective Date of such law, regulation or order. Nothing in this Agreement shall prohibit either party, at that party's sole expense from obtaining or seeking to obtain modification or repeal of such law, regulation or order or restrict either party's right to legally contest the validity of such law, regulation or order.

SECTION 10. DISRUPTIONS IN SERVICE.

A. If, at any time during the Term of this Agreement for a period of seventy-two (72) consecutive hours or more, Franchisee fails for any reason to collect and remove Solid Waste as required hereunder, County may immediately, upon written notice to Franchisee, cause such Solid Waste to be collected and removed by whatever means available to County. Franchisee shall pay any and all costs incurred by County in providing the service. This clause shall not apply to failure to collect due to unsafe weather or road conditions, provided, however, that the franchisee immediately notifies the Director of the areas affected by such conditions with an estimate of when service will be resumed.

B. In the event Franchisee fails to collect and remove Solid Waste as required hereunder for a period of at least seventy-two (72) consecutive hours, County, upon written notice to

Franchisee, may take temporary possession of and operate any and all trucks or other equipment used by Franchisee for Collection and removal of Solid Waste in the Franchise until such time, not to exceed one hundred twenty (120) days, as Franchisee satisfies County that it is ready, able, and willing to comply with all of the Provisions of this Agreement. In this event Franchisee shall provide County with driver route listings and necessary operational records. County shall be reimbursed by Franchisee for all costs of providing such substitute service. In such events, Franchisee shall indemnify and hold harmless County from and against any damage or liability to any third Person injured or damaged as a result of Franchisee's actions or inactions excepting County's sole negligence in providing such substitute service. Employees of Franchisee, including management employees, may be employed by County during any period in which County temporarily assumes the obligations of Franchisee under this Agreement. However, the rates of compensation paid to Franchisee's employees, or any other employees, during such period shall not exceed the rates in effect between Franchisee and its employees at the time Franchisee's service was interrupted.

C. The parties hereby agree that if Franchisee's failure to perform hereunder is due to a strike or labor dispute or other force majeure event, this Agreement shall not terminate and shall continue to be effective for the duration of such strike or labor dispute. In the event of such a strike or labor dispute, Franchisee shall maintain an unobstructed entrance at its place of business which is not regularly used but which will be primarily reserved for use by County access while County or its designated representative is performing Franchisee's responsibilities. If the labor dispute or picketing blocks access to Franchisee's place of business, Franchisee shall receive no compensation for any time period in which it failed to perform in accordance with the provisions of this Agreement.

SECTION 11. ADMINISTRATIVE HEARING PROCEDURES.

A. Should Franchisee contend that the County is in breach of this Franchise Agreement, it shall file a request with the Director for an administrative hearing on the allegation.

B. If the Director refers a matter to a hearing officer, or if the Franchisee should allege a breach of the franchise by the County, County and Franchisee shall mutually agree on a hearing officer within twenty (20) days. County and the Franchisee may, but are not required to, choose a hearing officer from among retired California Superior Court judges or Appellate Court justices, none of whom are related to the parties, and such retired judges or justices may be affiliated with private judicial service companies, such as Judicial Arbitration and Mediation Services.

C. The hearing shall be conducted according to the provisions of California Government Code Section 11500, et seq. The exclusive venue shall be in Riverside County, California. A hearing officer to whom a matter is referred shall have the authority to (i) order the County or the Franchisee to undertake remedial action to cure the breach and to prevent occurrence of

1 similar breaches in the future; (ii) assess damages and/or levy a penalty upon the County or
2 Franchisee consistent with the terms of this Agreement including terminate the Agreement; or
3 (iii) find there has been no breach. The amount of the penalty shall be reasonably related to the
4 seriousness of the breach of the Agreement.

5
6 D. The party losing the hearing shall be liable for the hearing officer's fees.

7
8 E. Any failure of the Franchisee or County to comply with the hearing officer's order
9 shall be deemed a material breach of the Agreement, and may be grounds for termination of the
10 Agreement.

11
12 F. Any party to the hearing may issue a request to compel reasonable document
13 production from the other party. Disputes concerning the scope of document production and
14 enforcement of document requests shall be subject to Agreement by the parties, or if Agreement
15 is not reached within twenty (20) days of that document request, then by disposition by order of
16 the hearing officer. Any such document request shall be subject to the proprietary rights and
17 rights of privilege of the parties, and the hearing officer shall adopt procedures to protect such
18 rights.

19
20 G. Neither party may communicate separately with the hearing officer after the hearing
21 officer has been selected. All subsequent communications between a party and a hearing officer
22 shall be simultaneously delivered to the other party. This provision shall not apply to
23 communications made to schedule a hearing or request a continuance.

24
25 H. Until final judgment is entered from the hearing officer proceeding under the
26 foregoing provisions and the time for appeal or other post-judgment petition has expired, the
27 imposition or enforcement of any penalties or sanctions provided in the Agreement and related
28 to the subject matter of the hearing shall be stayed. The hearing officer may modify or cancel
29 any proposed penalties or sanctions upon a finding that the party subject thereto acted with
30 substantial justification or if the interests of justice so require.

31
32 I. Judicial review is as provided for in Code of Civil Procedure Section 1094.5.

33
34
35 **SECTION 12. FRANCHISE TRANSFERABILITY.**

36
37 A. The franchise granted by this Agreement shall not be transferred, sold, hypothecated,
38 leased, or assigned, nor shall any of the rights or privileges herein be hypothecated, leased,
39 assigned, sold, or transferred, either in whole or in part, nor shall title thereto, either legal or
40 equitable, or any right, interest, or property therein, pass to or vest in any Person, except the
41 Franchisee, either by act of the Franchisee or by operation of law, without the prior written
42 consent of the County expressed by Resolution. Any attempt by Franchisee to assign this
43 franchise without the consent of County shall be void. The County shall review such a request

using such criteria as it deems necessary including, but not limited to, those listed in Subsection C.

B. The County shall not unreasonably withhold its consent to a transfer of the franchise granted by this Franchise Agreement. The County may impose new conditions of approval on a Franchise Agreement transfer, including, but not limited to, conditions requiring acceptance of any reasonable amendments to this Agreement.

C. If the Franchisee requests that the County consider and consent to a transfer, the Franchisee shall meet the following requirements:

1) The Franchisee shall pay the County its reasonable expenses for attorney's fees and investigation costs necessary to investigate the suitability of any proposed transferee, and to review and finalize any documentation required as a condition for approving any such transfer.

2) The Franchisee shall furnish the County with audited financial statements of the proposed transferee's operations for the immediately preceding three (3) operating years.

3) The Franchisee shall furnish the County with satisfactory proof: (i) that the proposed transferee has at least five (5) years of solid waste management experience of a scale equal to or exceeding the scale of operations conducted by Franchisee under this Agreement; (ii) that in the last five (5) years, the proposed transferee has not suffered any citations or other censure from any federal, state or local agency having jurisdiction over its waste management operations due to any significant failure to comply with state, federal or local waste management laws. Franchisee shall supply the County with a complete list of such citations and censures; (iii) that the proposed transferee has at all times conducted its operations in an environmentally safe and conscientious fashion; (iv) that the proposed transferee conducts its solid waste management practices in accordance with sound waste management practices in full compliance with all federal, state and local laws regulating the Collection and disposal of waste; (v) of comparable financial strength; (vi) of required insurance and bonds; and (vii) of other material as may be requested by the County.

D. This franchise or portions thereof may be transferred, sold, hypothecated, leased, or assigned by the County to any Public Agency having the authority to provide solid waste collection services if the Board determines it is in the public interest to do so

SECTION 13. REPORTS.

A. Franchisee shall provide the Director the periodic reports regarding waste stream Collection, recovery and disposal specified in Exhibit D of this Agreement.

1
2 B. Franchisee shall make its customer base and records available to the Department for
3 audit at reasonable times for purposes relevant to review of performance and rate adjustment
4 requests under the Agreement.
5

6 **SECTION 14. COMPENSATION.**
7

8 A. Franchisee Rates.
9

10 Franchisee shall provide the services described in this Agreement and its exhibits in
11 accordance with the rates set forth in the Exhibit E. Recyclable Materials collected from
12 Commercial and Industrial Units are included in this Exclusive Franchise to the extent provided
13 in state and federal law. Exhibit E specifies the maximum rate to be charged for such materials.
14

15 B. Modification and Adjustment of Rates.
16

17 If the Franchisee owns, has a financial interest in or operates any landfill located in
18 Riverside County at any time during the effective period of this contract, the Franchisee shall
19 provide copies of all contract and any supplemental agreements is has with each of its (in
20 county)contract customers for disposal of waste at these sites. If rate discrepancies or financial
21 incentives exhibit a potentially unfair advantage or District subsidy, the Franchisee hereby agrees
22 the County Board of Supervisors shall have the authority to renegotiate the County Franchise
23 rates and/or the terms of the landfill operating agreement. The rates set forth on Exhibit E shall
24 remain in effect until adjusted by County following a public hearing as provided in Exhibit F.
25

26 C. Notice of Rate Changes
27

28 The Franchisee shall provide customers a minimum of thirty (30) days written notice of
29 the implementation of changes in any of its rates and charges provided Franchisee has ninety (90)
30 days notice from County regarding approved changes in landfill fees and CPI adjustments. The
31 wording of the notice shall be submitted to the Director ten (10) days in advance of its release,
32 and shall be approved as to form prior to release. County shall provide Franchisee with written
33 notice of changes in System Facility, Franchise, or Illegal Dumping Retrieval Services at least
34 forty-five (45) days in advance of the anticipated rate changes.
35

36 D. Resolution of Disputes Regarding Rate Adjustments
37

38 Any dispute regarding adjustment, or the computation or any other dispute regarding
39 Franchisee's reimbursement for fees, special services, or extraordinary costs described in Exhibit
40 D, shall be decided by the Director or his representative. If resolution can not be reached, the
41 Director shall refer the matter to the Board of Supervisors, or to a hearing officer as provided in
42 Section 11 above. The rates in effect at the time such dispute is submitted to the Board of
Supervisors, or a hearing officer shall remain in effect pending resolution of such dispute. The

Effective Date of any dispute resolution, whether retroactive or prospective, shall reasonably be determined by the Board of Supervisors, or the hearing officer, as appropriate. Any Franchisee operating in a Comprehensive Collection Area shall be subject to all applicable provisions in the County's comprehensive collection ordinance.

E. Billing and Payment.

Franchisee may bill and receive payment as provided in Exhibit E. In cases where Franchisee includes a Landfill Tipping Fee amount on a customer's bill, the County shall prescribe the amount consistent with established waste generation factors and Tipping Fees. Further, on a quarterly basis, the County shall be allowed to include a one (1) page insert for the purpose of public education regarding waste disposal, recycling, or other environmental issues. Print ready copy of such insert, which conforms to the Franchisees' billing, shall be delivered by County Information Officer thirty (30) working days in advance of Franchisee's billing dates.

F. Delinquent Accounts.

Franchisee may discontinue service for non-payment of customer's billing or customer's failure to substantially comply with the requirements of this Agreement. After the Franchisee has given fifteen (15) days' notice to customer for non-compliance, Franchisee shall notify the Director in writing of any service termination including a written copy of the notice to the customer. Upon payment of the delinquent fees, if applicable, Franchisee shall resume Collection on the next regularly scheduled Collection day. Any Franchisee operating in a comprehensive collection area shall be subject to all applicable provisions in the comprehensive collection ordinance.

G. Refunds.

Franchisee shall refund to each customer, on a pro rata basis, any advance service payments made by such customer for service not provided when service is discontinued by written notification to Franchisee by the customer.

SECTION 15. FRANCHISE FEES.

A Franchise Fee of eight (8) percent of the Franchisee's Gross Receipts, less landfill fees or Transfer Station Tipping Fees, shall be payable by Franchisee to the Department thirty (30) days after the close of each quarter of each year this Agreement remains in effect. The Franchise Fee shall not be required to be paid for revenues generated by the collection or sale of Recyclable Materials and Green Waste collected by the Franchisee, or for the provision of construction roll off services. A penalty of ten (10) percent shall be due for fees not submitted within the thirty (30) day time period.

County may, at its sole discretion, adjust the Franchise Fee at any time after giving Franchisee one hundred twenty (120) days notice. Such adjustment shall be cause for a corresponding rate adjustment in accordance with Exhibit F.

SECTION 16. OTHER REQUIREMENTS.

A. Privacy

Franchisee shall strictly observe and protect the rights of privacy of customers. Information identifying individual customers or the composition or contents of a customer's waste stream shall not be revealed to any Person, governmental unit, private agency, or company, unless upon the authority of a court of law, by statute, or upon valid authorization of the customer. This provision shall not be construed to preclude Franchisee from preparing, participating in, or assisting in the preparation of waste characterization studies or waste stream analyses which may be required by the IWMA, and/or County. In addition, Franchisee shall not market, sell, convey, or donate to any Person any list with the name or address of customers except that Franchisee may provide such lists to authorized employees and authorized representatives of the County as necessary to comply with this Agreement. The rights accorded customers pursuant to this Section shall be in addition to any other privacy right accorded customers pursuant to Federal or State Law.

B. Public Access to the Franchisee

1) Office Hours. Franchisee's office hours shall be, at a minimum, from 8:00 a.m. to 5:00 p.m. Monday through Friday. A representative of Franchisee shall be available during office hours for communication with the public at Franchisee's principal office. In the event that normal business cannot be conducted over the telephone, a representative of Franchisee shall agree to meet with the public at a location agreeable to Franchisee and the public. Normal office hours telephone numbers shall either be a local or toll free call. Franchisee shall also maintain a local or toll free after-hours telephone number for use during other than normal business hours. Franchisee shall have a representative or answering device or system available at said after-hours telephone number during all hours other than normal office hours.

1 2) Service Complaints. All customer complaints shall be directed to Franchisee.
2 Franchisee agrees to use its best efforts to resolve all complaints received by mail, by
3 telephone, or in Person, by close of business of the second business (waste Collection)
4 day following the date on which such complaint is received. Service complaints may be
5 investigated by the Director or a designee. Franchisee shall maintain records listing the
6 date of customer complaints, the customer, describing the nature of the complaint or
7 request, and when and what action was taken by the Franchisee to resolve the complaint.
8 All such records shall be maintained and shall be available for inspection by County.
9

10 3) Government Liaison Person. The Franchisee shall designate a "government
11 liaison Person" who shall be responsible for working with the Department to resolve
12 customer complaints.
13

14 C. Resolution of Disputed Customer Complaints.
15

16 The Franchisee shall notify customers of this complaint arbitration procedure at the time
17 customers apply for or are provided service, and subsequently, annually. Procedures for
18 resolution of disputed claims shall be as follows:
19

20 1) A customer dissatisfied with Franchisee's decision regarding a complaint may
21 ask the County to review the complaint. To obtain this review, the customer may request
22 County review within thirty (30) days of receipt of Franchisee's response to the
23 Complaint, or within forty-five (45) days of submitting the complaint to the Franchisee, if
24 the Franchisee has failed to respond to the complaint. The County may extend the time to
25 request its review for good cause.
26

27 2) Before reviewing the complaint, the Director shall refer it to the Franchisee. If
28 the Franchisee fails to cure the complaint within ten (10) days, the Director shall review
29 the customer's complaint and determine if further action is warranted. The Director may
30 request written statements from the Franchisee and customer, and/or oral presentations.
31

32 3) The Director shall determine if the Customer's complaint is justified, and if so,
33 what remedy, if any, shall be imposed. The remedy under this Section shall be limited to
34 a rebate of customer charges related to the period of breach of any of the terms of this
35 Franchise Agreement or a penalty of up to one hundred dollars (\$100.00) for any single
36 event in addition to any actual damages.
37

38 4) The Director may delegate these duties to a designee. The decision of the
39 Director or a designee shall be final on any matter under five thousand dollars
40 (\$5,000.00). In the event of a decision on a matter awarding five thousand dollars
41 (\$5,000.00) or more, Franchisee may seek review pursuant to Section 11 above.
42

1 **D. D. Hazardous Materials and Waste Handling and Disposal**

2
3 The Franchisee shall comply with the procedures detailed in Exhibit G of this Agreement.

4
5 **SECTION 17. FORCE MAJEURE.**

6
7 Franchisee shall not be in default under this Franchise Agreement in the event that the
8 services provided by the Franchisee are temporarily interrupted or discontinued for any of the
9 following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural
10 disasters such as floods, earthquakes, landslides, and fires, strikes, lockouts, and other labor
11 disturbances or other catastrophic events which are beyond the reasonable control of Franchisee.
12 Other catastrophic events do not include the financial inability of the Franchisee to perform or
13 failure of the Franchisee to obtain any necessary permits or licenses from other governmental
14 agencies or the right to use the facilities of any public utility where such failure is due solely to
15 the acts or omissions of the Franchisee.

16
17 **SECTION 18. OTHER PROVISIONS.**

18
19 **A. Independent Contractor.**

20
21 Franchisee is an independent contractor and not an officer, agent, servant, or employee of
22 County. Franchisee is solely responsible for the acts and omissions of its officers, agents, and
23 employees, if any. Nothing in this Franchise Agreement shall be construed as creating a
24 partnership or joint venture between County and Franchisee. Neither Franchisee nor its officers,
25 agents, or employees shall obtain any rights to retirement or other benefits which accrue to
26 County employees.

27
28 **B. Property Damage.**

29 Except as provided below

30 Any physical damage caused by the ^{negligent} actions or non-actions of employees, officers, or
31 agents of the Franchisee to private or public property shall be promptly repaired or replaced by
32 the Franchisee.

33
34
35
36 **C. Right of Entry.**

37
38 Franchisee shall have the right, until receipt of written notice revoking permission to pass
39 is delivered to Franchisee, to enter or drive on any private street, court, place, easement, or other
40 private property for the purpose of providing temporary bin/rolloff services and the Collection,
41 transportation, recycling, composting, and disposal of Solid Waste and construction debris
42 pursuant to this Franchise Agreement.

D. Law to Govern.

The law of the State of California shall govern this Franchise Agreement.

E. Gratuities.

Franchisee shall not, nor shall it permit any officer, agent, or employee employed by it to, request, solicit, demand, or accept, either directly or indirectly, any gratuity for services required under this Franchise Agreement.

F. Compliance with Franchise Agreement.

Franchisee shall comply with those provisions of the Riverside County Ordinances 657 and 745, or any successor ordinances, which are applicable, and with any and all amendments to such applicable provisions during the Term of this Franchise Agreement.

G. Notices.

All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by telecopier (fax), or United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To County: County of Riverside
Attn: Department of Environmental Health
4065 County Circle Drive
Riverside, CA 92503

Copy to: County Counsel

To Franchisee: Waste Management of the Desert

President

41-575 Eclectic Street

Palm Desert, CA 92261

Copy to: N/A

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or, if mailed, three (3) business days from the date such notice is deposited in the United States mail, or if by fax, upon receipt of confirmation of delivery which confirmation may be

transmitted by fax.

H. Exhibits Incorporated.

Exhibits A through I are attached to and incorporated in the Franchise Agreement by reference.

I. Nondiscrimination.

In performing the Collection services hereunder, Franchisee shall not discriminate against any Person on the ground of race, sex, age, creed, color, religion or national origin.

J. Laws and Licenses.

Franchisee shall comply with all federal, State, and County laws, ordinances, rules, and regulations applicable to the performance of the services hereunder and shall obtain all licenses and permits necessary to perform the services hereunder and maintain the same in full force and effect.

K. Waiver.

No waiver by either party of any one or more defaults or breaches by the other in the performance of this Agreement shall operate or be construed as a waiver of any future defaults or breaches, whether of a like or different character.

SECTION 19. SEVERABILITY.

A. The parties agree that the Waste Delivery Agreement attached to this franchise as Exhibit I is a material part of the franchise agreement, itself, and is not severable from it. Franchisee agrees not to challenge the validity or enforceability of the Waste Delivery Agreement or any term or provision found in such agreement. If for any reason this Waste Delivery Agreement is found to be void or unenforceable or any part thereof by a court of law, then, the Franchise agreement, itself, is deemed to be terminated thereupon and to be of no further force or effect.

B. If any non-material provision of this Franchise Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Franchise Agreement.

SECTION 20. ENTIRE AGREEMENT; AMENDMENT.

1 This Agreement, its accompanying Exhibits, and the separately executed Waste Delivery
2 Agreement constitute the entire Agreement between the parties concerning the subject matter
3 hereof and supersede any and all other communications, representations, proposals,
4 understandings or Agreements, either written or oral, between the parties hereto with respect to
5 such subject matter. This Agreement may not be modified or amended, in whole or in part,
6 except by writing signed by both parties hereto.

7
8 **SECTION 21. CONSTRUCTION OF FRANCHISE.**

9 The parties hereto have negotiated this franchise at arms length and with advice of their
10 respective attorneys, and no provision contained herein shall be construed against County solely
11 because it prepared this agreement in its executed forms.

12 **SECTION 22. RENEGOTIATION OF TERMS AS A RESULT OF**
13 **OWNERSHIP CHANGES**

14
15 In the event of a significant change to the ownership of the franchisee that impacts the
16 activities in this contract, including, but not limited to acquisition of, acquisition by, merger with
17 or stock exchange with another company, all service levels and rates of this contract shall at the
18 discretion of the Board of Supervisors be made open to renegotiation of the existing franchise
19 and rate exhibits.

20
21
22 **[Remainder of page intentionally left blank. Text continues on next page.]**
23

WITNESS the execution of this Agreement on the day and year written above.

By: [Signature]
Chairman, Board of Supervisors
JOHN F. TAVAGLIONE

ATTEST:

Clerk of the Board

APPROVED AS TO FORM: _____

[Signature]
County Counsel

MAY 19 1998

GERALD A. MALONEY
CLERK of the BOARD OF SUPERVISORS
County of Riverside, State of California
ATTEST: [Signature]
GERALD A. MALONEY, Clerk
By [Signature]
DEPUTY

Franchisee: Waste Management of the Desert

By: [Signature]

Title: Frank Orlett, Division President

APPROVED AS TO FORM

Counsel to Franchisee

By: _____

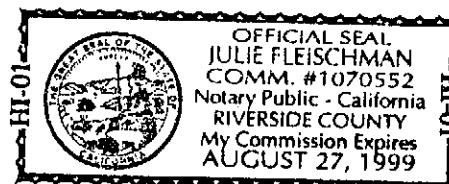
Title: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE)

On April 6, 1998, before me, the undersigned, A Notary Public in and for the State of California, personally appeared Frank Orlett, personally known to me (or proved to me on the basis of satisfactory evidence) to be the Person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the Person(s), or the entity upon behalf of which the Person(s) acted, executed the instrument.

Signature: Julie Fleischman



**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE:
October 19, 2007

SUBJECT: Amendment #1 to the Franchise Agreement with Burrtec Waste and Recycling Services LLC for Franchise Area 12 to Incorporate Franchise Area 11.

RECOMMENDED MOTION:

That the Board approve the attached amendments to Franchise Collection Agreement for Area 12 in recognition of the incorporation of Franchise Area 11.

BACKGROUND:

On May 9, 2006 the Board approved Resolution 2006-137 recognizing the sale of Waste Management of the Desert, operating Solid Waste Collection Franchise Area 11 and 12, to Burrtec Waste and Recycling Services LLC. As part of that approval, staff was directed to work with Burrtec to combine the two franchise areas after the close of the sale, which was finalized in July 2006, and to bring appropriate documentation back to the Board.

GR:JW

(continued)

[Signature]
Gary Root, Director

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	n/a
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	n/a
Annual Net County Cost:	\$ 0	For Fiscal Year:	n/a

SOURCE OF FUNDS: n/a

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

County Executive Office Signature

EXECUTIVE
OFFICE
07 OCT 19 PM 1:03
COUNTY OF RIVERSIDE

Prev. Agn. Ref.: May 9, 2006; 3.6

District: 4

Agenda Number:

CRM APPROVED COUNTY COUNSEL
 10/18/07
 DATE
 JINNY H. RA
 766 Departmental Concurrence

ap't
 Recomm.: ☐ Consent ☒ Policy
 Per Exec. ☐ Consent ☐ Policy
 Ofc.:

The document included with this submittal contains the following amendments:

1. Revised Title and Signature pages to the Franchise Agreement;
2. Revised Section 2(A), Definitions;
3. Revised Section 18 (G), Notices;
4. Revised language for Exhibit A regarding Recycling;
5. Revised language for Exhibit B regarding Area Boundary Legal Description; and
6. Revised language for Exhibit H to delete inapplicable verbiage

Illegal Dumping Retrieval Services

Illegal dumping retrieval services are provided under the Franchise Agreements as part of the regular services, and included in the fees charged to the customers, in the majority of the Waste Collection Franchise Agreements in the County. Due to the limited number of customers, large geographic area, and extensive illegal dumping problem in Franchise Area 11, an addendum to the Agreement for that area was approved by the Board as Item 3.10 on November 16, 1999. Within that addendum the franchisee was to be compensated by the Department for a fixed level of retrieval services (8 hours per week). By virtue of the action today the roadside waste collection in the area of the former Franchise Area 11 will revert to the format used in the other franchise areas, with no compensation by this Department.

RATES

Residential rates in adjoining communities will be blended in the next rate adjustment period. The lower of the two residential rates in Thousand Palms has been retained.

Financial Data:

There is no cost or revenue associated with this motion.

1 **FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND**
2 **WASTE MANAGEMENT OF THE DESERT, A DIVISION OF WASTE MANAGEMENT OF**
3 **CALIFORNIA, INC. FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE**
4 **AND OTHER SPECIFIED SERVICES**

5
6 That certain Agreement between the COUNTY OF RIVERSIDE ("COUNTY") and WASTE
7 MANAGEMENT OF THE DESERT, A DIVISION OF WASTE MANAGEMENT OF CALIFORNIA
8 INC.(WM), entered into on or about May 19, 1998 for services, is hereby amended, effective date of
9 execution, as follows:

10 WHEREAS, the COUNTY Board of Supervisors acknowledged the merger of USA WASTE OF
11 CALIFORNIA Inc. (USA) and WM on June 9, 1998;

12 WHEREAS, WM was assigned the servicing of the franchise area previously operated by USA on
13 June 9, 1998;

14 WHEREAS, by resolution, the COUNTY recognized the sale of WM to BURRTEC WASTE &
15 RECYCLING SERVICES, LLC ("FRANCHISEE") and assigned the servicing rights formerly held by
16 WM to FRANCHISEE on May 9, 2006;

17 NOW, THEREFORE, the parties do hereby agree to amend that certain Agreement referenced
18 above in the following respects:

- 19 • To amend the Title and Preamble of the Agreement to read:

20 **AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**
21 **AND BURRTEC WASTE & RECYCLING SERVICES, LLC**
22 **FOR THE COLLECTION AND TRANSPORTATION**
23 **OF SOLID WASTE AND OTHER SPECIFIED SERVICES**

24 This Franchise Agreement ("Franchise Agreement") is entered into this ____ day of
25 _____, by and between the **County of Riverside** ("County") and Burrtec Waste &
26 Recycling Services, LLC ("Franchisee"), for the Collection and transportation of Solid
27 Waste, Recyclable Materials, Green Waste, and construction debris and other specified
28 services.

- 1
- 2 • To amend Section 2 (A), Definitions, to read:

3 Agreement means this Agreement between the County and Burrtec Waste & Recycling,
4 Services LLC, for the Collection and Transportation of Solid Waste and Other specified
5 Services, including all exhibits, and any future amendments.

- 6 • To amend SECTION 18(G), Notices, as follows:

7 All notices required or permitted to be given under this franchise shall be in writing
8 and shall be personally delivered or sent by telecopier (fax), or United States certified mail,
9 postage prepaid, return receipt requested, and addressed as follows:

10

11 To County: County of Riverside
12 Attn: Department of Environmental Health
13 4065 County Circle Drive
14 Riverside, CA 92503

15

16 Copy to: County Counsel
17 Attn: Jinny H. Ra
18 3535 Tenth Street, Suite 300
19 Riverside, Ca 92501-3674

20

21 To Franchisee: Frank Orlett
22 District Manager
23 41-575 Eclectic Street
24 Palm Desert, CA 92260

25 Copy to: Cole Burr
26 9890 Cherry Ave
27 Fontana, CA 92335
28

1 or to such other address as either party may from time to time designate by notice to the other
2 given in accordance with this Section. Notice shall be deemed effective on the date personally
3 served or, if mailed, three (3) business days from the date such notice is deposited in the United
4 States mail or if by fax, upon receipt of confirmation of delivery which confirmation may be
5 transmitted by fax.

- 6 • To amend EXHIBIT A, Service Specifications section 1, "Recycling," as follows:

7 Recycling Collections:

8 Franchisee will provide single family residential customers with a 96 gallon or similar sized automated
9 recycling container to be placed at the curb on collection day in those areas where automated recycling
10 has been implemented. In all others areas, an appropriate container for manual collection of recyclables
11 will be provided.

- 12 • To amend EXHIBIT B, as follows:

13 **Hauler Franchise Area 12**

14 Beginning at the intersection of the Southerly County boundary of the County of Riverside and the
15 Northeasterly Right of Way Line of the All American Canal Shown on Map 16-8-1 (45-K), on File in the
16 Office of the Riverside County Surveyor, Riverside County, California;

17
18 Thence Northwesterly, along Said Canal, Through its Various Courses, to the Point of Intersection with
19 the West Line of Section 18, T. 7 S., R. 10 E., Said Line Also Being the West Line of Said Township;

20
21 Thence Northerly, along Said Township Line, Also Being the West Line of Sections 18, 7, and 6, to a
22 Point Being the Northwest Corner of Section 6, Said Point Also Falling on the North Line of Said
23 Township;

24
25 Thence Continuing Northerly, along the West Line of T. 6 S. , R. 10 E., Also Being the West Line of
26 Sections 31, 30, 19, 18, 7, and 6, to a Point Being the Northwest Corner of Section 6, Said Point Also
27 Falling on the North Line of Said Township;

28

1 Thence Continuing Northerly, along the West Line of T. 5, R.10 E., Also Being the West Line of Section
2 31, to the Point of Intersection with the Southwesterly Right of Way Line of the Colorado River
3 Aqueduct;

4 Thence Northwesterly, along Said Southwesterly Right of Way Line of the Colorado River Aqueduct;
5 Through its Various Courses, to the Point of Intersection with the North Line of Section 1 , T. 4 S. , R. 7
6 E. , Said Point Also Falling on the North Line of Said Township;

7
8 Thence Easterly, along Said Township, Line, Also Being the North Line of Said Section 1, to the Point of
9 Intersection with the Southwesterly Boundary Line of Joshua Tree National Park;

10
11 Thence Northwesterly, along Said National Park Boundary, Through its Various Courses, to the Point of
12 Intersection with the centerline of Long Canyon Rd within Section 27 T. 2 S., R. 5 E.;

13
14 Thence Southwesterly, along the centerline of Long Canyon Rd to the intersection with the Westerly line
15 of Section 3 T. 3 S., R. 5 E.;

16
17 Thence Southerly, along the Westerly line of Sections 3, 10, 15, and 22 T. 3 S., R. 5 E., To the Southwest
18 Corner of Section 22 T. 3 S., R. 5 E.;

19
20 Thence Easterly, along the Southerly line of Section 22 to the Southeast Corner of Section 22, also being
21 the Northwest Corner of Section 26 T. 3 S., R. 5 E.;

22
23 Thence Southerly, along the West line of Sections 26 and 35 T. 3 S., R. 5 E., to the Southwest Corner of
24 Section 35, also being the Northwest Corner of Section 2 T. 4 S.,
25 R.5 E.;

26
27 Thence continuing Southerly, along the West line of Sections 2 and 11 T. 4 S., R. 5 E., To the intersection
28 of the West line of Section 11 and Interstate 10;

1
2 Thence Southeasterly, along the centerline of Interstate 10 to the intersection with the Southerly line of
3 Section 18 T. 4 S., R. 6 E.;

4 Thence Easterly, along the Southerly line of Sections 18 and 17 T. 4 S., R. 6 E., to the Southeast Corner of
5 Section 17, also being the Northeast Corner of Sec 20 T. 4 S., R. 6 E.;

6
7 Thence Southerly, along the Easterly line of Sections 20 and 29 to the intersection of the East line of
8 Section 29 and the Northerly city boundary of the City of Palm Desert also being the Southerly Right of
9 Way of Interstate 10;

10
11 Thence Northeasterly, along the Northerly city boundary of the City of La Quinta to the intersection with
12 the Northerly boundary of the City of Indio;

13
14 Thence continuing Southwesterly, along the Northerly boundary of the City of Indio to the intersection
15 with the Northerly city boundary of the City of Coachella;

16
17 Thence continuing Southeasterly, along the city boundary of the City of Coachella to the Southwest
18 Corner of Section 11 T. 6 S., R. 8 E.;

19
20 Thence Easterly, along the Southerly line of Sections 11 and 12 T. 6 S., R. 8 E., to the intersection of the
21 South line of Section 12 T. 6 S., R. 8 E., and the All American Canal;

22
23 Thence Southeasterly, along the All American Canal to the intersection with the West line of Section 16
24 T. 7 S., R. 10 E.;

25
26 Thence Southerly, along the Westerly line of Sections 16, 21, 28 and 33 T. 7 S., R. 10 E., to the
27 intersection of the West line of Section 33 and the edge of the Salton Sea, also being the Easterly
28 boundary for the Southern Coachella Community Services District;

1
2 Thence Southeasterly, along the Easterly edge of the Salton Sea to its intersection with the Southerly
3 county boundary of the County of Riverside, also being the Southerly line of Section 33 T. 8 S., R. 11 E.;
4 Thence Easterly, along the Southerly county boundary of the County of Riverside to the intersection with
5 the All American Canal, the point of beginning.

6
7 In addition to the above described Area and included herein as part of the Total of Franchise Area 12 are
8 the 4 (Four) unincorporated islands currently lying within the City limits of Indio.

9
10 The boundaries described herein specifically exclude any territory assigned by franchises to other haulers
11 in areas 1, 2, 3,4,5,6,7,8,9,10, and 13. Also excluded are any areas within city boundaries.

12
13 (North)

14 Beginning at the Intersection of the Northerly line of Section 19 T. 4 S., R. 6 E., S.B.M. and Interstate 10;

15
16 Thence Easterly along the Northerly lines of Sections 19 and 20 T. 4 S., R. 6 E., S.B.M. to the Northeast
17 Corner of Section 20 T. 4 S., R. 6 E., S.B.M.;

18
19 Thence Southerly along the Easterly lines of Sections 20 and 29 T. 4 S., R. 6 E. S.B.M. to the intersection
20 of the northerly boundary of the city of Palm Desert;

21
22 Thence Northwesterly, along the Northerly boundary of the City of Palm Desert to its intersection with
23 the Northerly boundary of the City of Rancho Mirage;

24
25 Thence Northwesterly, along the Northerly boundary of the City of Rancho Mirage to its intersection with
26 the Northeasterly boundary of the City of Cathedral City;

1 Thence Northerly, along the Northeasterly boundary of the City of Cathedral City to its intersection with
2 Interstate 10;

3
4 Thence Southeasterly along Interstate 10 to the point of beginning.
5 (Northeast)

6 Beginning at the Southeast Corner of Section 17 T5 S., R. 7 E., also being the intersection of the
7 boundaries of the cities of Indio and La Quinta;

8
9 Thence Westerly, along the Northerly boundary of the City of La Quinta to its intersection with the
10 Easterly boundary of the City of Palm Desert, also being the centerline of Washington St;

11
12 Thence Northerly, along the centerline of Washington St to its intersection with Interstate 10;

13
14 Thence Southeasterly, along the centerline of Interstate 10 to its intersection with the Westerly boundary
15 of the City of Indio;

16
17 Thence Southeasterly, along the Westerly boundary of the City of Indio to its intersection with the
18 boundary of the city of La Quinta to the point of beginning.

19
20 (Southeast)

21 The description for this legal is an un-incorporated island located within the City
22 of Palm Desert. The un-incorporated island is located within Sections 19 T. 5 S., R. 7 E., and 24 T. 5 S.,
23 R. 6 E., 5.B.M. The perimeter surrounding the un- incorporated island is as follows:

24
25 Westerly boundary is city of Indian Wells;

26
27 Northerly boundary is Fred Waring Dr, also being the boundary of the City of Palm Desert;

1 Easterly boundary is Washington St, also being the boundary of the City of La
2 Quinta;

3
4 Southerly boundary is city of Indian Wells and La Quinta.
5 (Southwest)

6 Beginning at the Northwest corner of Section 27 T. 5 S., R. 5 E., S.B.M., said point also being located on
7 the city of Rancho Mirage;

8
9 Thence Easterly along the Southerly line of the city of Rancho Mirage to the Westerly line of the city of
10 Palm Desert, also being the Northeast corner of Section 25 T. 5 S., R. 5 E.;

11
12 Thence Southerly, along the boundary of the City of Palm Desert to the Westerly line of the city of Indian
13 Wells. Also being the Northeast corner of Section 5 T. 6
14 S., R. 6 E.;

15
16 Thence Southeasterly along the boundary of the city of Indian Wells to the Westerly line of the city of La
17 Quinta. Also being the Northeast corner of Section
18 11 T. 6 S., R. 6 E.;

19
20 Thence Southerly, along the Easterly lines of Sections 11 and 14 T. 6 S., R. 6 E., To the Southeast Corner
21 of Section 14 T. 6 S., R. 6 E.;

22
23 Thence Westerly along the Southerly lines of said Sections 14, 15, 16, 17, and 18 T. 6 S., R. 6 E., to the
24 intersection of the Southerly line of Section 18 and the Easterly Right of Way of State Highway 74;

25
26 Thence Southwesterly, along the Easterly Right of Way of State Highway 74 to its intersection with the
27 Southerly line of Section 19 T. 6 S., R. 6 E.,
28

1 Thence Westerly, along the South line of Section 19 T. 6 S., R. 6 E., to the Southwest Corner of Said
2 Section 19;

3
4 Thence Northerly, along the Westerly line of Section 19 to the Northwest Corner of Said Section 19 T. 6
5 S., R. 6 E., also being the Southeast Corner of Section 13 T. 6 S., R. 5 E.;

6
7 Thence Northwesterly, across Sections 13 and 14 T. 6 S., R. 5 E., to the Northwest Corner of Section 14
8 T. 6 S., R. 5 E., also being the Southeast Corner of Section 10 T. 6 S., R. 5 E.;

9
10 Thence Westerly along the Southerly line of Section 10 to the Southwest Corner of Said Section 10;

11
12 Thence Northerly, along the West line of Sections 10 and 3 T. 6 S., R. 5 E., to the Southerly line of T. 5
13 S., R. 5 E., also being the Southwest Corner of Section 34 T. 5 S., R. 5 E.;

14
15 Thence Continuing Northerly, along the Westerly line of Sections 34 and 27 T. 5 S., R. 5 E., to the
16 Northwest Corner of Section 27 T. 5 S., R. 5 E., the point of beginning.

17
18 (Northwest)

19 The description for this legal is an un-incorporated island located within the city of Palm Desert. The un-
20 incorporated island is located within the Section 5

21 T. 5 S., R. 6 E., S.B.M. The perimeter surrounding the un-incorporated island is as follows:

22
23 Westerly boundary is Monterey Ave, also being the boundary of the City of Rancho Mirage;

24
25 Northerly boundary is Frank Sinatra Dr, also being the boundary of the City of Palm Desert;

26
27 Easterly boundary is the boundary of the City of Palm Desert;

28

1 Southerly boundary is the boundary of the City of Palm Desert.

2
3 Included within said franchise area are the customer addresses lying adjacent to and on both sides of the
4 following boundary streets

5
6 Ramon Rd. between Interstate 10 and Vista De Oro

7
8 The boundaries described herein specifically exclude any territory assigned by franchises to other haulers
9 in areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 13. Also excludes any areas within City boundaries.

10 • To amend EXHIBIT H, Single Family Residential Recycling Program, as follows:
11 Delete the first line of the Third Paragraph stating "WMD Proposes to continue using the two-bin
12 recycling system that is currently in place."

13 All other terms and conditions of the Agreement shall remain in full force and effect.

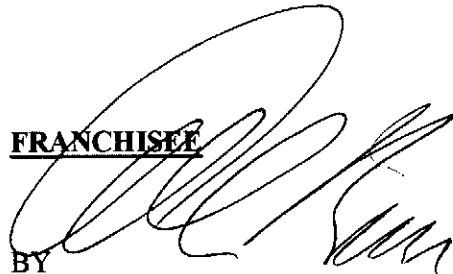
14 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to
15 execute this Amendment.

16
17 **COUNTY OF RIVERSIDE**

18
19 By _____
20 Chairperson, Board of Supervisors

21 Date _____

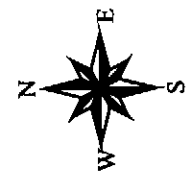
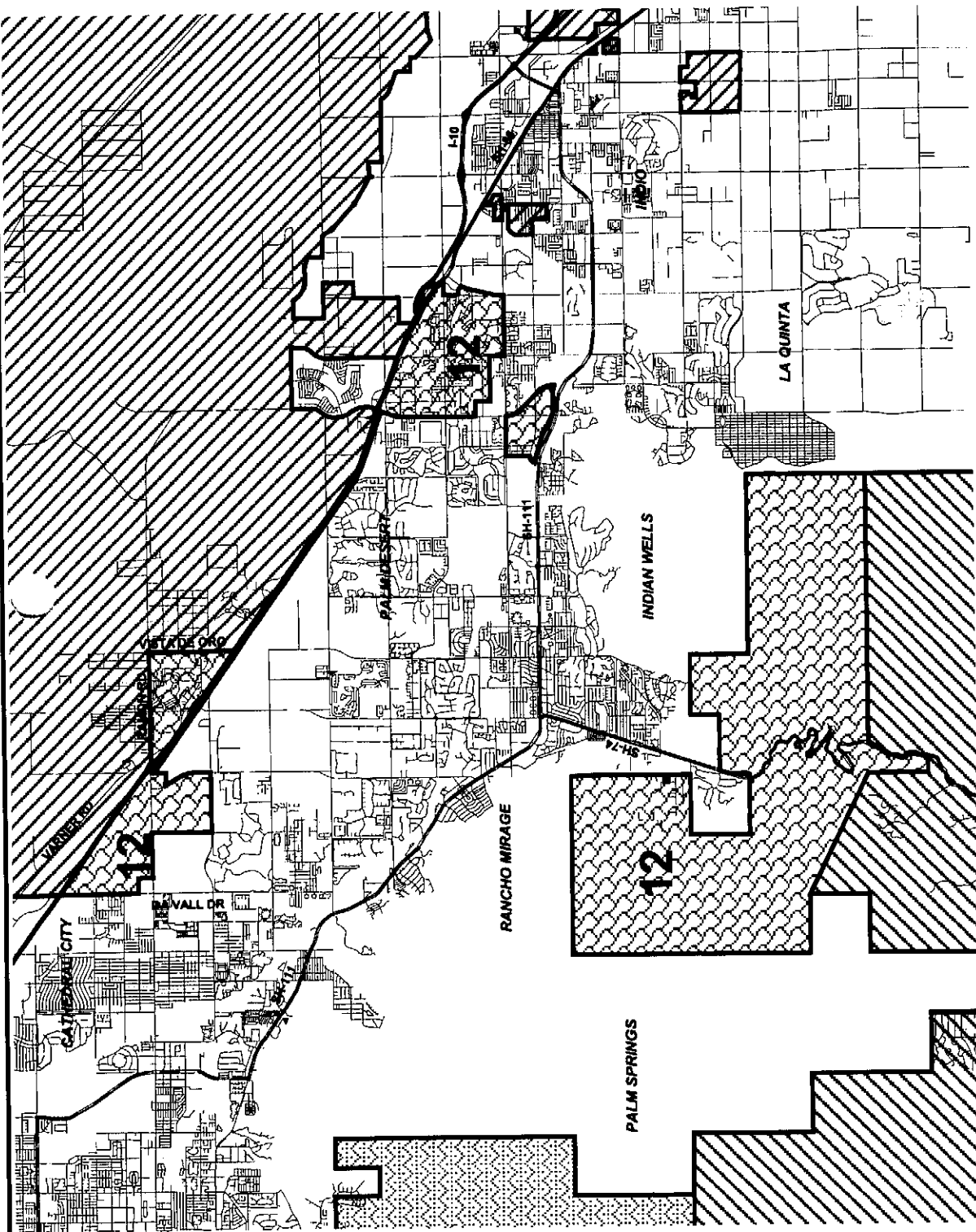
22
23 **FRANCHISEE**

24 BY 
25 Cole Burr

26 Title: President _____

27
28 ATTEST:
Nancy Romero, Clerk

By _____
Deputy



Hauler Franchise Area 12

- Legend**
- CABAZON DISPOSAL
 - DESERT VALLEY DISPOSAL
 - WMIV
 - USA WASTE

EXHIBIT A

PROVIDED SERVICES

This Exhibit is for the exclusive franchise held by
Waste Management of the Desert in Franchise Area
___. Attached is: 1) specific information regarding provision of the minimum levels of service,
and; 2) definition of any additional services the Franchisee will be providing.

EXHIBIT "A"

Service Specifications

1. Single Family Residential (Section 5B): Weekly Service

Curbside Service:

Solid Waste:

Franchisee will provide single family residential customers with a 96 gallon automated trash container to be placed at the curb on collection day.

Recycling:

Franchise will provide two (2) containers; one for assorted glass bottles, cans and plastic containers and the other container for newspaper.

Green Waste:

Franchisee will supply each customer with a 64 gallon automated container to be placed at the curb on collection day.

Notes

- (1) Franchisee may provide a front loading type bin in lieu of curbside service at the approved commercial bin rate for bin size and service frequency.
- (2) Recycling and green waste curbside collection will not be initially offered to bin service customers, but will be reviewed at a later date with Director.
- (3) Lost or stolen automated containers will be replaced at the expense of the resident.
- (4) All other services as specified in Section 5 of the Franchise shall be provided.
- (5) Additional automated containers will be available for an extra charge (See rate schedule)

2. Multi-Family Residential, Commercial and Industrial

Bins of the front loading type shall be provided by Franchisee of a minimum size of 2.0 cubic yards. All service specifications of Section 5 shall be provided.

General Conditions

1. Grantee may regulate maximum weights for cans and bins.
2. Grantee may require containers to be placed for collection at safer or more convenient locations on customer's property.
3. Additional fees will be charged to residents for removal of CFC refrigerants prior to collection of applicable bulky items.
4. Multi-family residential shall subscribe to bin service at the approved commercial bin rates.
5. Rate review for green waste recycling shall analyze collection, disposal and transportation separately, in that disposal and distance to the disposal site will vary throughout the term of this Agreement.

EXHIBIT B

FRANCHISE AREA #12

This exhibit contains: a map showing the franchise area, a legal description, and lists of exceptions to the Franchise Collection Agreement.

Legal Description: (To be provided before contract is executed by County)

A. Standard Exceptions:

1. Any incorporated areas;
2. All Community Service Districts which have exercised their latent authority for solid waste collection;
3. All County Service areas which provide a refuse collection service, which was in existence prior to the effective date of this agreement;

B. Commercial Account Exceptions:

1. All other Commercial accounts for which a contract for refuse collection services with another franchisee exists, only for the duration of those contracts, which in no event shall exceed 1999.

C. Planned Unit Development (P.U.D.) Exceptions:

All P.U.D. accounts ** in unincorporated areas as defined in Resolution 94-143 where Franchisee holds contracts for service; See attached list (Exhibit B2) to be provided by Franchisee

** Franchisee agrees to work with the Director to negotiate a transfer of these P.U.D. accounts to Franchisee where P.U.D. is located when possible. Evidence of existing contracts may be required by County. If exchanges can not be negotiated, service provisions remain on a competitive basis under the current Refuse Rate Resolution and Ordinance 657.

Hauler Franchise Area 12

(North)

Beginning at the Intersection of the Northerly line of Section 19 T. 4 S., R. 6 E., S.B.M. and Interstate 10;

Thence Easterly along the Northerly lines of Sections 19 and 20 T. 4 S., R. 6 E., S.B.M. to the Northeast Corner of Section 20 T. 4 S., R. 6 E., S.B.M.;

Thence Southerly along the Easterly lines of Sections 20 and 29 T. 4 S., R. 6 E., S.B.M. to the intersection of the northerly boundary of the city of Palm Desert;

Thence Northwesterly, along the Northerly boundary of the City of Palm Desert to its intersection with the Northerly boundary of the City of Rancho Mirage;

Thence Northwesterly, along the Northerly boundary of the City of Rancho Mirage to its intersection with the Northeasterly boundary of the City of Cathedral City;

Thence Northerly, along the Northeasterly boundary of the City of Cathedral City to its intersection with Interstate 10;

Thence Southeasterly along Interstate 10 to the point of begining.

(Northeast)

Begining at the Southeast Corner of Section 17 T5 S., R. 7 E., also being the intersection of the boundaries of the cities of Indio and La Quinta;

Thence Westerly, along the Northerly boundary of the City of La Quinta to its intersection with the Easterly boundary of the City of Palm Desert, also being the centerline of Washington St;

Thence Northerly, along the centerline of Washington St to its intersection with Interstate 10;

Thence Southeasterly, along the centerline of Interstate 10 to its intersection with the Westerly boundary of the City of Indio;

Thence Southeasterly, along the Westerly boundary of the City of Indio to its intersection with the boundary of the city of La Quinta to the point of begining.

(Southeast)

The discription for this legal is an un-incorporated island located within the City

of Palm Desert. The un-incorporated island is located within Sections 19 T. 5 S., R. 7 E., and 24 T. 5 S., R. 6 E., S.B.M. The perimeter surrounding the un-incorporated island is as follows:

Westerly boundary is city of Indian Wells;

Northerly boundary is Fred Waring Dr, also being the boundary of the City of Palm Desert;

Easterly boundary is Washington St, also being the boundary of the City of La Quinta;

Southerly boundary is city of Indian Wells and La Quinta.

(Southwest)

Beginning at the Northwest corner of Section 27 T. 5 S., R. 5 E., S.B.M., said point also being located on the city of Rancho Mirage;

Thence Easterly along the Southerly line of the city of Rancho Mirage to the Westerly line of the city of Palm Desert, also being the Northeast corner of Section 25 T. 5 S., R. 5 E.;

Thence Southerly, along the boundary of the City of Palm Desert to the Westerly line of the city of Indian Wells. Also being the Northeast corner of Section 5 T. 6 S., R. 6 E.;

Thence Southeasterly along the boundary of the city of Indian Wells to the Westerly line of the city of La Quinta. Also being the Northeast corner of Section 11 T. 6 S., R. 6 E.;

Thence Southerly, along the Easterly lines of Sections 11 and 14 T. 6 S., R. 6 E., To the Southeast Corner of Section 14 T. 6 S., R. 6 E.;

Thence Westerly along the Southerly lines of said Sections 14, 15, 16, 17, and 18 T. 6 S., R. 6 E., to the intersection of the Southerly line of Section 18 and the Easterly Right of Way of State Highway 74;

Thence Southwesterly, along the Easterly Right of Way of State Highway 74 to its intersection with the Southerly line of Section 19 T. 6 S., R. 6 E.,

Thence Westerly, along the South line of Section 19 T. 6 S., R. 6 E., to the Southwest Corner of Said Section 19;

Thence Northerly, along the Westerly line of Section 19 to the Northwest Corner of Said Section 19 T. 6 S., R. 6 E., also being the Southeast Corner of Section 13 T. 6 S., R. 5 E.;

Thence Northwesterly, across Sections 13 and 14 T. 6 S., R. 5 E., to the Northwest Corner of Section 14 T. 6 S., R. 5 E., also being the Southeast Corner of Section 10 T. 6 S., R. 5 E.;

Thence Westerly along the Southerly line of Section 10 to the Southwest Corner of Said Section 10;

Thence Northerly, along the West line of Sections 10 and 3 T. 6 S., R. 5 E., to the Southerly line of T. 5 S., R. 5 E., also being the Southwest Corner of Section 34 T. 5 S., R. 5 E.;

Thence Continuing Northerly, along the Westerly line of Sections 34 and 27 T. 5 S., R. 5 E., to the Northwest Corner of Section 27 T. 5 S., R. 5 E., the point of beginning.

(Northwest)

The description for this legal is an un-incorporated island located within the city of Palm Desert. The un-incorporated island is located within the Section 5 T. 5 S., R. 6 E., S.B.M. The perimeter surrounding the un-incorporated island is as follows:

Westerly boundary is Monterey Ave, also being the boundary of the City of Rancho Mirage;

Northerly boundary is Frank Sinatra Dr, also being the boundary of the City of Palm Desert;

Easterly boundary is the boundary of the City of Palm Desert;

Southerly boundary is the boundary of the City of Palm Desert.

Excluded from said franchise area are the customer addresses lying adjacent to and on both sides of the following boundary streets

Ramon Rd. between Interstate 10 and Vista De Oro

The boundaries described herein specifically exclude any territory assigned by franchises to other haulers in areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 13. Also excludes any areas within City boundaries.

EXHIBIT B-1

<u>Account Name</u>	<u>Account Expiration Date</u>
A & M Market	9/13/98
Animal Emergency Clinic	3/9/00
ARB Inc.....	1/1/99
Arellano/Bea	6/21/99
Asphalt MD's.....	1/1/99
Assembly of God Church.....	10/11/98
Bailey/Gail	1/1/99
Beaty/Paul.....	8/1/00
Burger King #9488.....	1/2/99
California Highway Patrol	11/7/98
Christina/Caryn	1/1/99
Circle K Corp.....	2/24/99
Coachella Valley Water Dist.....	1/1/99
CV Parks & Recreation District.....	1/1/99
D & G Plumbing.....	1/27/01
Del Taco #829.....	1/1/99
Desert Automotive Warehours	7/1/99
Desert Communities Concrete	8/19/99
Desert Equity One.....	1/1/99
Diaz/Arnado	1/1/99
Diaz/Gustavo	2/23/99
Doms/Eugene.....	1/1/99
Drennen/Gary.....	9/17/98
E L Yeager Construction.....	1/10/00
End of the Road Auto Salvage.....	1/4/00
Enz/Carol.....	1/1/99
Farmer Bros Co.....	8/24/99
Farnsworth/Randi.....	4/11/01
Finan/Darin	1/1/99
Friedrich/Dona	1/1/99
Gallegos Nursery.....	1/1/99
Garcia/Maria C.....	9/24/99
George/Kiro	11/10/98
Gonzales/Joel	11/10/98
Granite Construction.....	1/1/99
Great Western Bank	1/1/99
Grewal Enterprises	9/30/99
Hand/Michael.....	1/9/01
Hatcher/Kristen	1/1/99
Heating & Cooling Supply Inc.....	1/1/99
Hinojosa/Sylvia	1/1/99
Islay/Robert.....	1/1/99

Ivey Jr/J B	7/1/99
James E. Simon Co.....	7/28/00
Jensen/L M.....	11/3/98
Kanlian Ranch	10/20/99
Kimberlan/Chris	11/19/99
Kuykendall Inc	1/1/99
Lebreton/ Laura.....	8/15/99
Lopez/Ernesto.....	7/1/99
Mark Draper Enterprises	12/19/01
Merit Moving Systems Inc.....	2/7/01
Milmark Painting.....	10/30/98
Moll/Don	1/1/99
Motel 6 Operating L P.....	1/1/99
Moyer/William	5/16/99
Muir/Julie.....	1/1/99
Nucrane Machinery	7/1/00
One Stop Auto Supply	1/1/99
Palomino/Joe.....	9/19/99
Pear Point Inc.....	2/13/01
Pegasus Riding Academy.....	1/1/99
Precision Masonry.....	1/1/99
Prestige Station	1/1/99
Pruitt/Bob	1/1/99
Purple Hills Ranch.....	1/1/99
Rancho Pueblo	7/29/00
Robinson/Edward.....	6/10/99
Rojas/Gabriel.....	7/1/99
Ruby/Serafine.....	8/1/98
S C Construction.....	1/1/99
Sonora Gardens.....	1/1/99
Sourcing 1000 Inc.....	1/1/99
State Farm Mutual Auto Ins	1/1/99
Tavares/Lionel.....	6/8/98
Tavares/Rosemarie	1/1/99
Temp Booth-Istance/Mary.....	1/1/99
Temp Farnsworth/S.....	1/1/99
The Dandee Company	1/1/99
Thousand Palms Oil Co	10/23/98
Traveler's Inn #23	8/25/00
Trussworks	8/26/00
Ultramar Diamond Shamrock	11/27/98
Urethane Foam System.....	12/10/99
Western Golf Inc.....	7/13/00
White Cap Wholesale	6/6/00
William Thomas Builder	1/1/99

EXHIBIT C
CERTIFICATES

This Exhibit is for the exclusive franchise held by
Waste Management of the Desert a Division of Waste Management of California

Attached, as specified in the
Agreement, are the Franchisee's: 1) certificates of insurance; 2) copy of performance bond, and;
3) copy of financial statements.

Note: Since negotiated franchises are only being offered to existing permitted haulers who have
complied with existing County standards, the attachment of these Certificates will not be
required with the initial Franchise proposal, but will be required prior to execution of the
Franchise by the County Board of Supervisors.

Haulers should anticipate having the referenced documents available for review by staff
approximately two weeks after submission of the proposal.

EXHIBIT D

REPORTING REQUIREMENTS

1. GENERAL

The Franchisee shall provide disposal tonnage tracking, and quarterly and annual reporting as outlined in this Exhibit; however, the Department and the District reserve the right to request additional information as necessary to meet their needs, including but not limited to the AB 939 reporting requirements. All information included in the reports shall be provided according to the source of generation. Waste generator types are defined as follows:

Residential - Solid waste, recyclables and green waste originating from single-family and from multi-residential units.

Commercial/Industrial - Solid waste, recyclables and green waste from commercial and industrial sources.

Construction/Temporary Bin/Rolloff - All solid waste or other materials placed in debris boxes.

Annual Cleanup - Solid waste and other materials collected through the annual cleanup.

Data and information pertaining to services performed under this franchise upon submittal to the Department become the property of the Department.

2. DISPOSAL TONNAGE TRACKING

Franchisee shall submittal completed ticket transactions to the District as required by the Countywide Disposal Tonnage Tracking System (CDTTS). Tickets, with waste origin information, must be received by the District within five (5) business days of the landfill transactions {the day of transaction being the first (1st) business day}. If these tickets and correct information are not received within the specified period of time, a penalty of twenty-five dollars (\$25.00) may be assessed by the District and placed on Franchisee's monthly billing, for each day's delinquencies as described in the CDTTS Procedure Manual and Riverside County Waste resources Management District Ordinance No. 1.

3. QUARTERLY REPORTS

The Franchisee shall submit quarterly reports no later than one month following the completion of each quarter. The first report is due by April 30, 1999 and shall cover the period from the

1 effective date of this Agreement through the end of each quarter.

2
3 The quarterly reports shall include the information collected and summarized on a monthly basis.
4 Specifically, Franchisee shall provide the following quarterly reports:

- 5
6 1. Collection information
7 2. Service performance
8 3. Program implementation
9

10 **Collection Information**

11
12 The Franchisee shall provide a quarterly report that lists the quantity of solid waste collected by
13 month and the number of accounts serviced monthly. The quantities of solid waste, recyclables
14 and green waste collected shall be reported in terms of tonnage (or cubic yards if tonnage
15 information is not available). The Department may, at its discretion, also require reporting by
16 volume. The Franchisee shall clearly specify any assumptions made in reporting the tonnage or
17 cubic yard information such as density factors.
18

19 **Service Performance**

20
21 The Franchisee shall provide a report summarizing the entries made in the service log including
22 all praises, complaints, and notifications of missed pickups, and the Franchisee responses thereto.
23 The summary report shall identify the total number of all written or oral Customer comments
24 and shall provide the number of comments received in the following categories: praises, litter or
25 property damage complaints, misplacement of containers, stolen containers, personnel
26 complaints, missed pickups, and other.
27

28 **Program Implementation**

29
30 The Franchisee shall submit a report summarizing the problems or barriers to implementation of
31 services for the quarter. The report shall address how the problems and barriers were overcome
32 or the proposed resolutions and schedule for correcting the problem.
33
34

35 **4. ANNUAL REPORTS**

36
37 The Franchisee shall submit annual reports to the Department no later than January 31 of each
38 year. The Franchisee will be responsible for providing the following reports:

- 39
40 1. Summary reports
41 2. Equipment inventory
42 3. Future programs
43 4. Litigation information
44

1
2
3
4
5 **Summary Reports**
6

7 The Franchisee shall provide a summary of information contained in the quarterly reports. The
8 summary reports shall clearly indicate the diversion rate for each waste sector type. The
9 diversion information provided shall include quantities of materials collected, and if processed by
10 non-system facilities, the quantities recycled and composted in tons (or cubic yards if tonnage
11 information is not available) for each waste generator type. In this report, the Franchisee shall
12 note unusual changes in disposal quantities and indicate potential reason(s) for this change. The
13 summary report shall include a discussion of noteworthy experiences, and any problems in
14 program operation and how they were resolved.
15

16 **Equipment Inventory**
17

18 The Franchisee shall provide a complete inventory of collection equipment and other major
19 equipment. The inventory list shall indicate the age of the equipment.
20
21

22 **Future Programs**
23

24 The Franchisee shall prepare a report that identifies any future programs and/or facilities that may
25 be needed but have not been planned for.
26

27 **Litigation Information**
28

29 The Franchisee shall submit declarations of the current status of any pending criminal or civil
30 litigation against the parent company and all subsidiaries of parent company that may have an
31 effect on the Franchisee's ability to meet the obligations of the Agreement or provide a
32 satisfactory level of service.

COLLECTION RATES

Refer to the Rate Binder (for all franchise areas) for current rates

EXHIBIT "E"

Attachment I

PROCEDURES FOR BILLING AND COLLECTION

- a) Franchisee may bill all customers for all services, whether regular or special. Franchisee shall provide itemized bills, distinctly showing charges for all classifications of services including the charges for late payment. Billings may be made monthly in advance for commercial and all Bin service customers, and may be made three (3) months in advance for all residential customers.
- b) **Delinquent Accounts**

Franchisee may discontinue service as set forth in this section. Customers who have not remitted required payments within 30 days after the date of billing shall be notified by Franchisee on forms which contain a statement that services may be discontinued 15 days from the date of notice if payment is not made before that time. Upon payment of the delinquent fees, Grantee shall resume collection on the next regularly scheduled collection day.
- c) Franchisee shall refund to each customer, on a pro-rata basis, any advance service payments made by such customers for services not provided when service is discontinued by the customer.

EXHIBIT "E"

ATTACHMENT II

Illegal Dumping Retrieval - Private Property *

Ref: Section 5F(6)

Roll-Off Bins & Commercial Bins:

Current charges in effect under franchise agreement.

Labor Rate: (Port-to-Port)

\$35.00 per/hour/per/man

Minimum Charge \$50.00

Outside Equipment

If outside equipment or services are contracted, charges will be cost plus fifteen percent.

* Franchisee reserves the right to evaluate each Private Property Clean-Up Request" on a case-by-case basis. Issues such as safety and the nature of the material to be disposed, will be taken into consideration.

EXHIBIT F

RATE ADJUSTMENT MECHANISM

All Rate adjustments must receive approval by the Board of Supervisors following public hearings.

1. ANNUAL RATE ADJUSTMENT

The Schedule of Approved Rates provided in **Exhibit E** shall be adjusted annually following public hearings and according to the following methodology. The rate shall be adjusted annually each July 1st with the first such adjustment occurring July 1, 1999. Said adjustment shall be no greater than the change in the Consumer Price Index for All Urban Consumers (CPI-U) for the Los Angeles/Anaheim/Riverside Metropolitan Area, (1982 - 84 = 100), as published by the United States Department of Labor, Bureau of Labor Statistics. For those residential curbside accounts for which a reduce rate is provided pursuant to Exhibit E of this Franchise Agreement the above adjustment factor may be increased by an additional three percentage points until such time as those rates have equaled the regular curbside residential rates for each type of service. Said change shall be measured for the twelve (12) month period January through December. The first adjustment shall be effective July 1, 1999, based upon changes in the consumer Price Index formula for the period January 1998 through December 1998. In calculating the rate changes, the change in the CPI shall not be applied to the portions of the rate attributable to pass through items, including but not limited to disposal fees, Green Waste diversion tip fees, Franchise Fees, Illegal Dumping Retrieval Fees, and other local, state, and federal fees. District direction of the Franchisee to use a different System Facility for more than seven (7) consecutive days but no more than thirty (30) consecutive days at a time that involves a change in round trip time or distance will also be considered at the time of the annual rate adjustments. Any adjustments made in this latter instance will only impact the rate for a one year period in order to recover any additional costs incurred by Franchisee during the previous year. Pass through items shall be adjusted based upon the actual expenses or costs related to that item: revisions to the disposal fee portion of the rate shall be based on disposal costs and the appropriate tonnage amounts as determined through the disposal tonnage tracking requirements.

2. PERIODIC RATE ADJUSTMENT MECHANISM

The Department reserves the right to review the Franchisee's rates every three years from the effective date of this Agreement if the Franchisee's rates exceed the then average rates for comparable services in comparable jurisdictions, as determined by the Department in its reasonable discretion. In the event that the Department makes such a determination the Franchisee's rates may be adjusted to any level at or above the average rates in the comparable jurisdictions.

1 **3. EXTRAORDINARY RATE REVIEW**

2
3 **A.** The Director or Franchisee may initiate a special rate review by the Department
4 should an extraordinary event or circumstance arise which has a significant impact on the
5 economic operation of the Franchisee or the rates charged to customer as follows:
6

- 7 1. An event or circumstance (including changes in law) occurs which is
8 beyond the control of Franchisee or County.
- 9 2. Changes to operations mandated by the County or proposed by Franchisee
10 and approved by the County.
- 11 3. Any change in disposal/Green Waste tip fees.
- 12 4. The District directs Franchisee to use a different System Facility for more
13 than thirty (30) days that involves a change in round trip time or distance.
- 14 5. The County modifies the franchise fee.
- 15 6. Significant changes in the level of delinquent accounts in Comprehensive
16 Collection Areas.
- 17 7. Significant increases in the number of customer accounts due to
18 development or growth.
- 19 8. Other circumstances at the discretion of the Director or the Board of
20 Supervisors.

21
22 **B.** Should Franchisee request a special rate review only those costs related to the
23 circumstance(s) which warrant consideration of a special rate review, as specified above, will be
24 reviewed and considered.

25
26 **C.** Franchisee must submit its request for a special review of service rates, and all
27 appropriate cost and operational information at least three months prior to the proposed effective
28 date of any rate adjustment.
29

EXHIBIT G**HAZARDOUS WASTE AND MATERIALS SCREENING****I. SURVEILLANCE**

Franchisee will screen all loads of Solid Waste, Recyclables, and Green Waste, using mirrors on the vehicles and direct means of inspection where appropriate, at the point of collection to eliminate, where practicable, the transport of hazardous wastes. Hazardous wastes found at the point of collection will not be collected and the generator and the Department of Environmental Health will be notified of the incident.

Hazardous waste shall be transported in accordance with the regulations of the Department of California Highway Patrol (Title 13, CCR), the regulations of the federal Department of Transportation (DOT)(Title 49, Code of Federal Regulations), the regulations of the U.S. Environmental Protection Agency (Title 40, Code of Federal Regulations), the regulations of the California Occupational Health and Safety Administration (Title 8, CCR), and the regulations of the California Department of Toxic Substances Control (Title 22, CCR). This section shall not be construed to exempt the Franchisee from any other applicable law, or from any other regulation unless expressly stated.

All records, plans and/or other documents kept on file by the Franchisee to meet the above mentioned requirements will be made available to the County upon request.

II. HAZARDOUS WASTE RESPONSE

In the event that any hazardous or suspected hazardous waste is commingled with the solid waste stream, the Franchisee shall take immediate and appropriate action to contain and isolate the load and contact the County Hazardous Materials Management Division of Environmental Health. Ongoing training programs will consist of monthly safety meetings for all drivers, mechanics, and other support personnel, including the recognition of hazardous materials and hazardous situations that may require assistance from, or notification to, County Hazardous Materials personnel.

Procedures for Handling Hazardous Waste

The procedure for handling hazardous materials will be as follows:

Notification of suspected hazardous waste in the waste stream will be communicated from the driver to the dispatch center.

Dispatch will notify the field supervisor to determine appropriate response.
Dispatch will notify the Department's Hazardous Materials Division at (909)358-5055, and shall request that they inspect any materials suspected of containing hazardous waste. A determination will be made by the Hazardous Materials personnel whether the Hazardous Materials Emergency Response Team should be called in to assist in handling the waste.

Coordinating instructions will be issued by personnel from the Department's Hazardous Materials Management Division based on their findings and recommended actions.

Dependent on the determination of Hazardous Materials personnel, the suspected hazardous materials may require segregation and containerizing to prepare for manifesting and transport.

For situations that require specialized equipment or involve extremely large amounts of material, a permitted hazardous materials transport company may be contacted to assist in the cleanup. Management shall be available during any incidents requiring cleanup to authorize the expenditure of funds.

The appropriate enforcement actions will be coordinated with the Hazardous Materials Management Division to determine if the generator can be identified.

The specific procedures to be followed, if suspected or known hazardous waste is believed to be in waste already picked up, shall include those steps specified in the attached Guidance Document entitled Hazardous Waste Screening and Response as developed by the County of Riverside, Department of Environmental Health, Hazardous Materials Management Division (HMMD).

EXHIBIT H

DIVERSION SERVICES

At any time during the term of this agreement, upon one hundred and eighty (180) days written notice from the Director, Franchisee shall provide collection of Green Waste from Residential units throughout, or in designated portions of it's exclusive Franchise Area. Franchisee's rates for this service shall be as established in Exhibit E as adjusted by the methodology established in exhibit F. The rates as shown in exhibit E are to be applied only to customers in the areas designated by the Director. If the Franchise has proposed green waste rates based on automated service, manual green waste collection may be utilized, at the Franchisee's discretion, for up to one year from the implementation of the source separated green waste collection program.

{This balance of this Exhibit to be completed by Franchisee}

EXHIBIT "H"

Single Family Residential Recycling Program

Waste Management of the Desert proposes to maintain and enhance the programs that have already proven so successful in the past - curbside recycling and used motor oil collection.

Pursuant to the requirements of the RFP, Waste Management of the Desert will continue to provide separate curbside collection of recyclable materials to all single-family residential units receiving curbside refuse services. Curbside collection of recyclables shall be performed weekly on the same day as regular refuse service and shall be provided by Waste Management of the Desert.

WMD proposes to continue using the two-bin recycling system that is currently in place. However, we propose to include corrugated cardboard to the list of materials to be recycled.

Curbside collection will provide a system for separation of the following designated recyclable materials from the waste stream collected prior to transportation to the landfill:

- 1) Newsprint, glass PET, HDPE, aluminum beverage containers, and steel/tin cans have been preliminary identified for curbside recycling.
- 2) Additional materials may be collected for recycling purposes at the discretion or desire of Waste Management of the Desert.
- 3) All recyclable materials will be delivered to a Waste Management processing facility.

Used Motor Oil Collection

As a component of the County's integrated waste management and recycling plan, Waste Management of the Desert is prepared to continue separate collection of used motor oil from all single-family residential customers. WMD has been collecting used motor oil from County residents with excellent results. Customers will be asked to place used motor oil in clear jugs or bottles for collection. Used motor oil will be collected by the Waste Management of the Desert Intermediate Processing Center. From there, used motor oil will be delivered to a refinery where the impurities are taken out and the oil is re-introduced to the market place in oil based products.

Multi-Family and Commercial Recycling Program:

Waste Management of the Desert will provide separate collection of recyclable materials from all commercial and multi-family units. Collection of recyclables shall be performed weekly, or more often according to customer needs, and shall be provided by Waste Management of the Desert.

Commercial Recycling

Each commercial recycling customer will have a recycling program available for their specific needs. A variety of bin sizes ranging from 2-yard capacity for glass recycling at restaurants and bars, to 6-yard bins for old corrugated containers (cardboard) will be utilized in the commercial recycling program.

Other commodities identified for recycling through this program will initially include office paper, computer paper, newsprint, cans, and plastic. As additional opportunities for commercial recycling become available, Waste Management of the Desert will work with each individual customer to provide the recycling service required.

Multi-Family Recycling

Waste Management of the Desert will provide drop-off sites at each multi-family residential area. Specially designed 4-yard containers will be designated for the collection and storage of recyclable materials.

Multi-family bins will be serviced once each week or more often if participation levels require such service.

The materials identified for collection through the multi-family recycling program will be the same as collected through the single-family curbside recycling program.

Industrial Recycling Programs

Source Separated/Single Commodity Recycling Programs will provide an avenue for manufacturing, construction, and industrial customers to take the greatest advantage of sorting materials themselves and guaranteeing the best price for the incidental scrap associated with their business. Materials covered under this program include a minimum cardboard, metals, white goods, wood waste, sawdust, landscape waste, concrete, asphalt, tile and stucco, just to name a few.

Intermediate Processing Center

Materials collected from residential and commercial participants will be transported to Waste Management of the Desert's Intermediate Processing Center (IPC). This facility is a California Certified Recycling and Buy-Back Center (RC4450). Materials from curbside recycling programs throughout Riverside County are brought to this point to be processed and prepared for end markets. This center includes a sortation system specially designed by Waste Management of the Desert. The technology employed by this system enhances safety, efficiency, and flexibility.

Material from curbside and commercial recycling programs are weighed upon arrival and processed immediately. Detailed records are maintained at the processing center to reported participation rates, volumes of materials as well as the characterization of the recyclable material stream for each municipality and county area served. All reporting to state, county, and local agencies is handled through this facility as well.

PUBLIC INFORMATION PROGRAMS

Waste Management of the Desert will provide promotional, public awareness and educational programs including preparation of and distribution of various published materials.

Information Booth

Waste Management of the Desert will continue to sponsor recycling/source reduction information booths at schools, fairs, and other community events.

Cycler, the Recycling Robot

At all events, Cycler the Recycling Robot will be on hand to entertain the children and to teach the importance of saving the earth's natural resources through recycling. Cycler is a Waste Management exclusive state-of-the-art robot who has performed for literally millions of youngsters through school assemblies, television appearances and visits to local fairs, carnivals and other community functions.

As a major part of the implementation of any new program, Cycler will be in the schools teaching the children about the program. During its presentation, Cycler will teach, reinforce and inspire the children to reduce, reuse and recycle. Cycler has already become a "regular" within most Riverside County School Districts. The Cycler program has been presented to most all elementary schools with very enthusiastic response.

Media Involvement

Representatives from all local newspaper, periodicals and radio stations are always extended special invitations to all public events. Waste Management of the Desert sponsored events are enthusiastically attended and covered by local publications including, but not limited to, the Desert Sun and the Desert Post.

Periodic press conferences and regular press releases keep the local media informed about local refuse collection, recycling and waste diversion programs (bulky item pick-up schedule, Christmas Tree Recycling, Household Hazardous Waste Round-up, etc.). Waste Management will keep the local media aware and interested in publicizing the events leading up to the implementation of any new collection program.

Members of the media will be invited to tour the local facility where materials from the County of Riverside are being processed and periodic reports will be made available to the local press for publication.

Brochures, Bins, Stickers

Distribution of the containers and stickers will include detailed brochures that will clearly and concisely explain the curbside recycling and any additional diversion programs. Any new equipment will identify Waste Management of the Desert along with a local phone number.

Recycling Coordinator

Waste Management of the Desert is staffed locally by a full-time Recycling Coordinator. This person will be responsible for the daily operation of all recycling and waste diversion plans and programs. The Recycling Coordinator will prepare all waste diversion reports for the County of Riverside and will dedicate a substantial portion of his/her time to the public awareness, education, and information programs within the County. All special waste diversion programs and plans will also be under the direction of the local Recycling Coordinator.

Waste Diversion Reporting Requirements

Waste Management of the Desert shall submit to the County of Riverside reports outlining the waste diversion and recycling activity within the County. Reports will be in a format approved by the County, and consistent with the reporting requirement so the County's Source Reduction and Recycling Element. Reports may be presented by Waste Management of the Desert in a public forum if so directed by the County. Specific sections of this report may include:

- Public Information and Education
- Source Reduction
- Volunteer Waste Diversion
- Upcoming Special Recycling Programs/Events
(Phone book round-up, community clean-up, etc.)

FORM 5

Franchisee proposes the following diversion programs. Estimated diversion percentages are calculated by dividing the annual weight of Recyclables and Greenwaste diverted by Franchisee's diversion programs by the total weight of all materials (including Solid Waste, Recyclables and Greenwaste) collected by Franchisee under this Agreement.

Residential Unit Recycling (Curbside)	<u>6</u>	%*
Multi Residential Unit Recycling	<u>2</u>	%*
Commercial Recycling	<u>2</u>	%*
Residential Unit Greenwaste Collection	<u>6</u>	%*
Other <u>Industrial</u>	<u>2</u>	%*
		%
		%

Total Diversion (With Green Waste) 18 %**

Total Diversion (W/O Green Waste)	12	%**
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Hauler reserves the right to substitute alternate viable diversion programs for those shown herein which achieve the aggregate equal or greater diversion results.

* Information Only

**** Contractual**

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Community Health Agency/Department of Environmental Health

SUBMITTAL DATE:
October 19, 2007

SUBJECT: Amendment #1 to the Franchise Agreement with Burrtec Waste and Recycling Services LLC for Franchise Area 12 to Incorporate Franchise Area 11.

RECOMMENDED MOTION:

That the Board approve the attached amendments to Franchise Collection Agreement for Area 12 in recognition of the incorporation of Franchise Area 11.

BACKGROUND:

On May 9, 2006 the Board approved Resolution 2006-137 recognizing the sale of Waste Management of the Desert, operating Solid Waste Collection Franchise Area 11 and 12, to Burrtec Waste and Recycling Services LLC. As part of that approval, staff was directed to work with Burrtec to combine the two franchise areas after the close of the sale, which was finalized in July 2006, and to bring appropriate documentation back to the Board.

GR:JW

(continued)

Gary Root, Director

**FINANCIAL
DATA**

Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	n/a
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	n/a
Annual Net County Cost:	\$ 0	For Fiscal Year:	n/a

SOURCE OF FUNDS: n/a

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

County Executive Office Signature

EX-101
07 OCT 19 PM 1:03
COUNTY OF RIVERSIDE

FORM APPROVED COUNTY COUNSEL
BY: SHINYA H. RA 10/18/07
DATE
766 Departmental Concurrence

Dep't
Recomm.:
Per Exec.
Ofc.:

☐ Consent ☒ Policy ☐ Consent ☐ Policy

Prev. Agn. Ref.: May 9, 2006; 3.6

District: 4

Agenda Number:

The document included with this submittal contains the following amendments:

1. Revised Title and Signature pages to the Franchise Agreement;
2. Revised Section 2(A), Definitions;
3. Revised Section 18 (G), Notices;
4. Revised language for Exhibit A regarding Recycling;
5. Revised language for Exhibit B regarding Area Boundary Legal Description; and
6. Revised language for Exhibit H to delete inapplicable verbiage

Illegal Dumping Retrieval Services

Illegal dumping retrieval services are provided under the Franchise Agreements as part of the regular services, and included in the fees charged to the customers, in the majority of the Waste Collection Franchise Agreements in the County. Due to the limited number of customers, large geographic area, and extensive illegal dumping problem in Franchise Area 11, an addendum to the Agreement for that area was approved by the Board as Item 3.10 on November 16, 1999. Within that addendum the franchisee was to be compensated by the Department for a fixed level of retrieval services (8 hours per week). By virtue of the action today the roadside waste collection in the area of the former Franchise Area 11 will revert to the format used in the other franchise areas, with no compensation by this Department.

RATES

Residential rates in adjoining communities will be blended in the next rate adjustment period. The lower of the two residential rates in Thousand Palms has been retained.

Financial Data:

There is no cost or revenue associated with this motion.

1 **FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND**
2 **WASTE MANAGEMENT OF THE DESERT, A DIVISION OF WASTE MANAGEMENT OF**
3 **CALIFORNIA, INC. FOR THE COLLECTION AND TRANSPORTATION OF SOLID WASTE**
4 **AND OTHER SPECIFIED SERVICES**

5
6 That certain Agreement between the COUNTY OF RIVERSIDE ("COUNTY") and WASTE
7 MANAGEMENT OF THE DESERT, A DIVISION OF WASTE MANAGEMENT OF CALIFORNIA
8 INC.(WM), entered into on or about May 19, 1998 for services, is hereby amended, effective date of
9 execution, as follows:

10 WHEREAS, the COUNTY Board of Supervisors acknowledged the merger of USA WASTE OF
11 CALIFORNIA Inc. (USA) and WM on June 9, 1998;

12 WHEREAS, WM was assigned the servicing of the franchise area previously operated by USA on
13 June 9, 1998;

14 WHEREAS, by resolution, the COUNTY recognized the sale of WM to BURRTEC WASTE &
15 RECYCLING SERVICES, LLC ("FRANCHISEE") and assigned the servicing rights formerly held by
16 WM to FRANCHISEE on May 9, 2006;

17 NOW, THEREFORE, the parties do hereby agree to amend that certain Agreement referenced
18 above in the following respects:

- 19 • To amend the Title and Preamble of the Agreement to read:

20 **AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE**
21 **AND BURRTEC WASTE & RECYCLING SERVICES, LLC**
22 **FOR THE COLLECTION AND TRANSPORTATION**
23 **OF SOLID WASTE AND OTHER SPECIFIED SERVICES**

24 This Franchise Agreement ("Franchise Agreement") is entered into this ____ day of
25 _____, by and between the **County of Riverside** ("County") and Burrtec Waste &
26 Recycling Services, LLC ("Franchisee"), for the Collection and transportation of Solid
27 Waste, Recyclable Materials, Green Waste, and construction debris and other specified
28 services.

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- To amend Section 2 (A), Definitions, to read:
Agreement means this Agreement between the County and Burrtec Waste & Recycling, Services LLC, for the Collection and Transportation of Solid Waste and Other specified Services, including all exhibits, and any future amendments.
- To amend SECTION 18(G), Notices, as follows:
All notices required or permitted to be given under this franchise shall be in writing and shall be personally delivered or sent by telecopier (fax), or United States certified mail, postage prepaid, return receipt requested, and addressed as follows:

To County: County of Riverside
Attn: Department of Environmental Health
4065 County Circle Drive
Riverside, CA 92503

Copy to: County Counsel
Attn: Jinny H. Ra
3535 Tenth Street, Suite 300
Riverside, Ca 92501-3674

To Franchisee: Frank Orlett
District Manager
41-575 Eclectic Street
Palm Desert, CA 92260

Copy to: Cole Burr
9890 Cherry Ave
Fontana, CA 92335

1 or to such other address as either party may from time to time designate by notice to the other
2 given in accordance with this Section. Notice shall be deemed effective on the date personally
3 served or, if mailed, three (3) business days from the date such notice is deposited in the United
4 States mail or if by fax, upon receipt of confirmation of delivery which confirmation may be
5 transmitted by fax.

- 6 • To amend EXHIBIT A, Service Specifications section 1, "Recycling," as follows:

7 **Recycling Collections:**

8 Franchisee will provide single family residential customers with a 96 gallon or similar sized automated
9 recycling container to be placed at the curb on collection day in those areas where automated recycling
10 has been implemented. In all others areas, an appropriate container for manual collection of recyclables
11 will be provided.

- 12 • To amend EXHIBIT B, as follows:

13 **Hauler Franchise Area 12**

14 Beginning at the intersection of the Southerly County boundary of the County of Riverside and the
15 Northeasterly Right of Way Line of the All American Canal Shown on Map 16-8-1 (45-K), on File in the
16 Office of the Riverside County Surveyor, Riverside County, California;

17
18 Thence Northwesterly, along Said Canal, Through its Various Courses, to the Point of Intersection with
19 the West Line of Section 18, T. 7 S., R. 10 E., Said Line Also Being the West Line of Said Township;

20
21 Thence Northerly, along Said Township Line, Also Being the West Line of Sections 18, 7, and 6, to a
22 Point Being the Northwest Corner of Section 6, Said Point Also Falling on the North Line of Said
23 Township;

24
25 Thence Continuing Northerly, along the West Line of T. 6 S. , R. 10 E., Also Being the West Line of
26 Sections 31, 30, 19, 18, 7, and 6, to a Point Being the Northwest Corner of Section 6, Said Point Also
27 Falling on the North Line of Said Township;

28

1 Thence Continuing Northerly, along the West Line of T. 5, R.10 E., Also Being the West Line of Section
2 31, to the Point of Intersection with the Southwesterly Right of Way Line of the Colorado River
3 Aqueduct;

4 Thence Northwesterly, along Said Southwesterly Right of Way Line of the Colorado River Aqueduct;
5 Through its Various Courses, to the Point of Intersection with the North Line of Section 1 , T. 4 S. , R. 7
6 E. , Said Point Also Falling on the North Line of Said Township;

7
8 Thence Easterly, along Said Township, Line, Also Being the North Line of Said Section 1, to the Point of
9 Intersection with the Southwesterly Boundary Line of Joshua Tree National Park;

10
11 Thence Northwesterly, along Said National Park Boundary, Through its Various Courses, to the Point of
12 Intersection with the centerline of Long Canyon Rd within Section 27 T. 2 S., R. 5 E.;

13
14 Thence Southwesterly, along the centerline of Long Canyon Rd to the intersection with the Westerly line
15 of Section 3 T. 3 S., R. 5 E.;

16
17 Thence Southerly, along the Westerly line of Sections 3, 10, 15, and 22 T. 3 S., R. 5 E., To the Southwest
18 Corner of Section 22 T. 3 S., R. 5 E.;

19
20 Thence Easterly, along the Southerly line of Section 22 to the Southeast Corner of Section 22, also being
21 the Northwest Corner of Section 26 T. 3 S., R. 5 E.;

22
23 Thence Southerly, along the West line of Sections 26 and 35 T. 3 S., R. 5 E., to the Southwest Corner of
24 Section 35, also being the Northwest Corner of Section 2 T. 4 S.,
25 R.5 E.;

26
27 Thence continuing Southerly, along the West line of Sections 2 and 11 T. 4 S., R. 5 E., To the intersection
28 of the West line of Section 11 and Interstate 10;

1

2 Thence Southeasterly, along the centerline of Interstate 10 to the intersection with the Southerly line of
3 Section 18 T. 4 S., R. 6 E.;

4 Thence Easterly, along the Southerly line of Sections 18 and 17 T. 4 S., R. 6 E., to the Southeast Corner of
5 Section 17, also being the Northeast Corner of Sec 20 T. 4 S., R. 6 E.;

6

7 Thence Southerly, along the Easterly line of Sections 20 and 29 to the intersection of the East line of
8 Section 29 and the Northerly city boundary of the City of Palm Desert also being the Southerly Right of
9 Way of Interstate 10;

10

11 Thence Northeasterly, along the Northerly city boundary of the City of La Quinta to the intersection with
12 the Northerly boundary of the City of Indio;

13

14 Thence continuing Southwesterly, along the Northerly boundary of the City of Indio to the intersection
15 with the Northerly city boundary of the City of Coachella;

16

17 Thence continuing Southeasterly, along the city boundary of the City of Coachella to the Southwest
18 Corner of Section 11 T. 6 S., R. 8 E.;

19

20 Thence Easterly, along the Southerly line of Sections 11 and 12 T. 6 S., R. 8 E., to the intersection of the
21 South line of Section 12 T. 6 S., R. 8 E., and the All American Canal;

22

23 Thence Southeasterly, along the All American Canal to the intersection with the West line of Section 16
24 T. 7 S., R. 10 E.;

25

26 Thence Southerly, along the Westerly line of Sections 16, 21, 28 and 33 T. 7 S., R. 10 E., to the
27 intersection of the West line of Section 33 and the edge of the Salton Sea, also being the Easterly
28 boundary for the Southern Coachella Community Services District;

1
2 Thence Southeasterly, along the Easterly edge of the Salton Sea to its intersection with the Southerly
3 county boundary of the County of Riverside, also being the Southerly line of Section 33 T. 8 S., R. 11 E.;
4 Thence Easterly, along the Southerly county boundary of the County of Riverside to the intersection with
5 the All American Canal, the point of beginning.

6
7 In addition to the above described Area and included herein as part of the Total of Franchise Area 12 are
8 the 4 (Four) unincorporated islands currently lying within the City limits of Indio.

9
10 The boundaries described herein specifically exclude any territory assigned by franchises to other haulers
11 in areas 1, 2, 3,4,5,6,7,8,9,10, and 13. Also excluded are any areas within city boundaries.

12
13 (North)

14 Beginning at the Intersection of the Northerly line of Section 19 T. 4 S., R. 6 E., S.B.M. and Interstate 10;

15
16 Thence Easterly along the Northerly lines of Sections 19 and 20 T. 4 S., R. 6 E., S.B.M. to the Northeast
17 Corner of Section 20 T. 4 S., R. 6 E., S.B.M.;

18
19 Thence Southerly along the Easterly lines of Sections 20 and 29 T. 4 S., R. 6 E. S.B.M. to the intersection
20 of the northerly boundary of the city of Palm Desert;

21
22 Thence Northwesterly, along the Northerly boundary of the City of Palm Desert to its intersection with
23 the Northerly boundary of the City of Rancho Mirage;

24
25 Thence Northwesterly, along the Northerly boundary of the City of Rancho Mirage to its intersection with
26 the Northeasterly boundary of the City of Cathedral City;

1 Thence Northerly, along the Northeasterly boundary of the City of Cathedral City to its intersection with
2 Interstate 10;

3
4 Thence Southeasterly along Interstate 10 to the point of beginning.
5 (Northeast)

6 Beginning at the Southeast Corner of Section 17 T5 S., R. 7 E., also being the intersection of the
7 boundaries of the cities of Indio and La Quinta;

8
9 Thence Westerly, along the Northerly boundary of the City of La Quinta to its intersection with the
10 Easterly boundary of the City of Palm Desert, also being the centerline of Washington St;

11
12 Thence Northerly, along the centerline of Washington St to its intersection with Interstate 10;

13
14 Thence Southeasterly, along the centerline of Interstate 10 to its intersection with the Westerly boundary
15 of the City of Indio;

16
17 Thence Southeasterly, along the Westerly boundary of the City of Indio to its intersection with the
18 boundary of the city of La Quinta to the point of beginning.

19
20 (Southeast)

21 The description for this legal is an un-incorporated island located within the City
22 of Palm Desert. The un-incorporated island is located within Sections 19 T. 5 S., R. 7 E., and 24 T. 5 S.,
23 R. 6 E., 5.B.M. The perimeter surrounding the un- incorporated island is as follows:

24
25 Westerly boundary is city of Indian Wells;

26
27 Northerly boundary is Fred Waring Dr, also being the boundary of the City of Palm Desert;

28

1 Easterly boundary is Washington St, also being the boundary of the City of La
2 Quinta;

3
4 Southerly boundary is city of Indian Wells and La Quinta.
5 (Southwest)

6 Beginning at the Northwest corner of Section 27 T. 5 S., R. 5 E., S.B.M., said point also being located on
7 the city of Rancho Mirage;

8
9 Thence Easterly along the Southerly line of the city of Rancho Mirage to the Westerly line of the city of
10 Palm Desert, also being the Northeast corner of Section 25 T. 5 S., R. 5 E.;

11
12 Thence Southerly, along the boundary of the City of Palm Desert to the Westerly line of the city of Indian
13 Wells. Also being the Northeast corner of Section 5 T. 6
14 S., R. 6 E.;

15
16 Thence Southeasterly along the boundary of the city of Indian Wells to the Westerly line of the city of La
17 Quinta. Also being the Northeast corner of Section
18 11 T. 6 S., R. 6 E.;

19
20 Thence Southerly, along the Easterly lines of Sections 11 and 14 T. 6 S., R. 6 E., To the Southeast Corner
21 of Section 14 T. 6 S., R. 6 E.;

22
23 Thence Westerly along the Southerly lines of said Sections 14, 15, 16, 17, and 18 T. 6 S., R. 6 E., to the
24 intersection of the Southerly line of Section 18 and the Easterly Right of Way of State Highway 74;

25
26 Thence Southwesterly, along the Easterly Right of Way of State Highway 74 to its intersection with the
27 Southerly line of Section 19 T. 6 S., R. 6 E.,
28

1 Thence Westerly, along the South line of Section 19 T. 6 S., R. 6 E., to the Southwest Corner of Said
2 Section 19;

4 Thence Northerly, along the Westerly line of Section 19 to the Northwest Corner of Said Section 19 T. 6
5 S., R. 6 E., also being the Southeast Corner of Section 13 T. 6 S., R. 5 E.;

7 Thence Northwesterly, across Sections 13 and 14 T. 6 S., R. 5 E., to the Northwest Corner of Section 14
8 T. 6 S., R. 5 E., also being the Southeast Corner of Section 10 T. 6 S., R. 5 E.;

10 Thence Westerly along the Southerly line of Section 10 to the Southwest Corner of Said Section 10;

12 Thence Northerly, along the West line of Sections 10 and 3 T. 6 S., R. 5 E., to the Southerly line of T. 5
13 S., R. 5 E., also being the Southwest Corner of Section 34 T. 5 S., R. 5 E.;

15 Thence Continuing Northerly, along the Westerly line of Sections 34 and 27 T. 5 S., R. 5 E., to the
16 Northwest Corner of Section 27 T. 5 S., R. 5 E., the point of beginning.

18 (Northwest)

19 The description for this legal is an un-incorporated island located within the city of Palm Desert. The un-
20 incorporated island is located within the Section 5

21 T. 5 S., R. 6 E., S.B.M. The perimeter surrounding the un-incorporated island is as follows:

23 Westerly boundary is Monterey Ave, also being the boundary of the City of Rancho Mirage;

25 Northerly boundary is Frank Sinatra Dr, also being the boundary of the City of Palm Desert;

27 Easterly boundary is the boundary of the City of Palm Desert;

1 Southerly boundary is the boundary of the City of Palm Desert.

2
3 Included within said franchise area are the customer addresses lying adjacent to and on both sides of the
4 following boundary streets

5
6 Ramon Rd. between Interstate 10 and Vista De Oro

7
8 The boundaries described herein specifically exclude any territory assigned by franchises to other haulers
9 in areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 13. Also excludes any areas within City boundaries.

10 • To amend EXHIBIT H, Single Family Residential Recycling Program, as follows:
11 Delete the first line of the Third Paragraph stating "WMD Proposes to continue using the two-bin
12 recycling system that is currently in place."

13 All other terms and conditions of the Agreement shall remain in full force and effect.

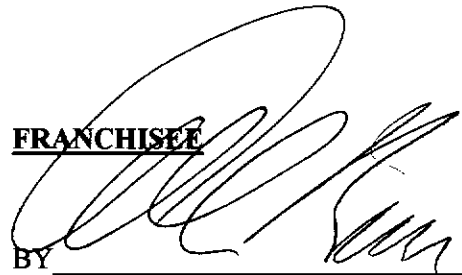
14 IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to
15 execute this Amendment.

16
17 COUNTY OF RIVERSIDE

18
19 By _____
20 Chairperson, Board of Supervisors

21 Date _____

22 FRANCHISEE

23 BY 
24 Cole Burr

25 Title: President _____

26 ATTEST:
27 Nancy Romero, Clerk

28 By _____
Deputy